

APPLICATION PACKET CHECK LIST

Below are the items we need from your company in order to open up an account with
Energy Merchant LLC

CREDIT APPLICATION: Please fill out and return to:

Energy Merchant LLC
12345 Lakeland Road
Santa Fe Springs, CA 90670

FINANCIAL STATEMENT: Please send us a copy of your most recent Financial Statement. *IF THE STATEMENT IS OVER 7 MONTHS OLD, PLEASE SEND ALONG AN INTERIM STATEMENT* (or an updated balance sheet to supplement the report.) Your company brochure will also be helpful to give us a more complete picture of your company's operation.

EFT: This is the form for authorizing Electronic Funds Transfers for payments of your bills.

GENERAL TERMS & CONDITIONS: An officer of your company needs to sign this form. Please make a copy for your files.

TERMINAL ACCESS AGREEMENT: An officer of your company needs to sign this form.

TAX FILES: Please fill in these forms and include copies of your tax certificates as appropriate.

CERTIFICATE OF INSURANCE: Please fill out the Top Part of the enclosed form, "REQUEST FOR CERTIFICATE OF INSURANCE" and send it to your insurance agent.

REQUIREMENTS SHEET: Please fill out the enclosed form that will tell us all the Supply Cities where you now load your petroleum products. This will aide us in matching your needs with our sources of supply.

Please return these completed forms to us as quickly as possible. If you have any questions or we can be of further assistance please contact your sales representative or our credit department.

PLEASE RETURN ALL FORMS TO: Energy Merchant LLC
12345 Lakeland Road
Santa Fe Springs, CA 90670
Tel: (562) 777-8196
Fax: (562) 903-8911

APPLICATION FOR CREDIT

Date _____
Customer Name (Exact) _____
Address _____
City _____ State _____ Zip _____
Tel. # _____ Fax # _____ E-mail _____
Principals (If applicable) _____

Entity: Ownership Business type
A () Individual B () Commercial () Other (Specify)
() Partnership () Wholesale _____
() Corporation () Retailer _____
() LLC

Dun & Bradstreet Number _____ Federal ID# _____

BANK REFERENCE FOR OUR USE

Bank Name _____ Your Account # _____
Address _____
City _____ State _____ Zip _____
Line of credit \$ _____ Value & Nature of assets pledged \$ _____
Contact _____ Telephone # _____

TRADE REFERENCES FOR OUR USE

OIL SUPPLIERS:

1. Name _____ Contact Person _____
Address _____ Your Account # _____
City _____ State _____ Zip _____ Telephone # _____
2. Name _____ Contact Person _____
Address _____ Your Account # _____
City _____ State _____ Zip _____ Telephone # _____

OTHER TRADE:

3. Name _____ Contact Person _____
Address _____ Your Account # _____
City _____ State _____ Zip _____ Telephone # _____

PLEASE ATTACH A COPY OF YOUR MOST RECENT AUDITED FINANCIAL STATEMENTS.

(If your most recent statement is over 7 months old, please send along an interim statement as a supplement.)

TERMS OF PAYMENT

Credit terms approved and agreed upon in writing with seller's marketing department apply, subject to credit limits assigned. To the extent that purchases remain unpaid beyond agreed terms, seller will assess late payment charges or interest, whichever is applicable, at the maximum rate allowable under state law. Buyer agrees to reimburse seller for all collection expenses, including reasonable attorneys fees, incurred in connection with the collection of delinquent amounts.

To the best of my ability, the information provided is correct. I also acknowledge receipt of the General Terms & Conditions from Energy Merchant Marketing Company enclosed with this application packet.

I give authorization to release all bank/credit information to Energy Merchant LLC for the purpose of extending credit to purchase energy products.

Credit Applicant
(Corporate or Company Name)

Energy Merchant LLC
Sales Representative / Manager

Authorized signature - Title

ELECTRONIC FUNDS TRANSFER AUTHORIZATION AGREEMENT

Company Name (Legal Name) (Name on Bank Account if Different from above)

Customer Address City State Zip Code

Customer Accounting/Payable Contact Person Telephone # Fax #

Customer hereby authorizes Energy Merchant LLC to debit and credit, by means of Electronic Funds Transfers, Customer's account described below, and further authorizes the financial institution described below to debit or credit such entries to the Customer's account.

Bank Name Bank Account Number

Address Bank Routing (ABA) Number

State Zip Bank Contact Telephone #

This authority shall remain in effect until terminated upon fifteen (15) days written notice to the financial institution by either Customer or Energy Merchant LLC. Notice of termination shall in no way affect entries initiated prior to actual receipt of notice.

All credit terms and other terms and conditions of trade otherwise established between Customer and Energy Merchant LLC remain in effect and are not in any way modified by this Agreement.

Authorized this _____ day of _____, 2005.

Authorized Signature Title

Printed Name

ENERGY MERCHANT LLC
GENERAL TERMS AND CONDITIONS
APPLICABLE TO BARGE/PIPELINE/RAIL/VESSEL AND RACK SALES
(Effective date: November 15, 2005)

TERMINAL ACCESS: WHERE APPLICABLE, BUYER SHALL AGREE TO SELLER'S STANDARD TERMINAL ACCESS AGREEMENT PRIOR TO WITHDRAWAL OF PRODUCT FROM SELLER'S TRUCK LOADING RACK.

TITLE: TITLE AND RISK OF LOSS, INCLUDING WITHOUT LIMITATION, RISK OF DAMAGE, DETERIORATION, AND/OR EVAPORATION, PASSES FROM SELLER TO BUYER WHEN THE PRODUCT PASSES THE FLANGE OR SPOUT BETWEEN SELLER'S DELIVERY LINE AND BUYER'S RECEIVING CONNECTION OR EQUIPMENT WHETHER TRUCK, RAIL CAR, BARGE, OR OTHER RECEIVING EQUIPMENT.

INSPECTION AND MEASUREMENT:

- A. BARGES/PIPELINE:** INSPECTION FOR SPECIFICATIONS, QUALITY AND QUANTITY, WILL BE MADE BY A LICENSED PETROLEUM INSPECTOR. THE COST WILL BE SHARED EQUALLY BY THE BUYING AND SELLING PARTIES.
- B. TRUCK RACK/RAIL/VESSEL:** THE QUANTITY DELIVERED INTO TRANSPORT TRUCKS/TANKS, RAIL/TANKS, VESSEL WILL BE MEASURED BY A TERMINAL METER TICKET AT THE TERMINAL ADJUSTED TO 60 DEGREES FAHRENHEIT. TRUCK/RAIL QUALITY SHALL BE PRESUMED TO BE THE QUALITY CERTIFIED UNDER BULK PRODUCT FROM WHICH THE TRUCK/RAIL DELIVERY IS DRAWN.
- C. TRUCK/RAIL DELIVERED:** DELIVERIES WILL BE MADE UPON AGREEMENT AND ADVANCE NOTICE FROM BUYER TO SELLER (MINIMUM 24 hrs REQUIRED). TRANSPORTATION COSTS WILL BE AT THE EXPENSE OF BUYER INCLUDING INSPECTION OF PRODUCT, IF REQUIRED BY EITHER PARTY. THE BUYER WILL FURNISH ALL NECESSARY SHIPPING INSTRUCTIONS. THE SELLER WILL FURNISH BILLS OF LADING (TRUCK DELIVERY TICKETS) FOR THE DELIVERED PRODUCT.

PAYMENTS: BUYER WILL PAY SELLER IN U.S. DOLLARS FOR THE AMOUNT INVOICED WITHOUT DEDUCTIONS, ALLOWANCES OR OFFSETS OF ANY KIND. SELLERS PAYMENT TERMS APPLY AT ALL TIMES. PAYMENTS DUE ON A SATURDAY WILL BE DUE THE PREVIOUS DAY (FRIDAY). PAYMENTS DUE SUNDAY WILL BE DUE FOLLOWING DAY (MONDAY). IF PAYMENT FALLS DUE ON A HOLIDAY, THEN IT IS DUE THE FOLLOWING DAY. ALL SUMS PAST DUE WILL ACCRUE INTEREST AT PUBLISHED CHASE BANK, NEW YORK, NEW YORK, PRIME RATE.

CREDIT: SELLER WILL ISSUE A CREDIT LIMIT AT ITS DISCRETION AFTER RECEIVING AND EXAMINING FINANCIAL DATA, REFERENCES, AND ANY OTHER INFORMATION SELLER MAY REQUEST FOR THE PURPOSE OF ESTABLISHING CREDIT LIMITS. SELLER RESERVES THE RIGHT AT ANY TIME TO WITHDRAW OR ADJUST THE CREDIT LIMIT. IF REQUIRED BY SELLER, THE BUYER WILL ISSUE SECURITY IN A FORM AND AMOUNT ACCEPTABLE TO SELLER.

TAXES: ALL TAXES, DUTIES, FEES, DUES OR OTHER CHARGES (COLLECTIVELY "TAXES") THAT ARE IMPOSED OR ASSESSED BY ANY FEDERAL, STATE, COUNTY, OR LOCAL GOVERNMENT OR AGENCY IN RESPECT TO THE PURCHASED PRODUCT WILL BE PAID TO THE SELLER BY THE BUYER. IF BUYER IS EXEMPT FROM ANY TAXES, FEES, OR CHARGES, IT MUST PROVIDE THE SELLER WITH A PROPER EXEMPTION CERTIFICATE PRIOR TO LIFTING ANY PRODUCT. FAILURE TO TIMELY PROVIDE THE PROPER EXEMPTION CERTIFICATE SHALL AUTOMATICALLY SUBJECT THE BUYER TO PAY SUCH TAX, FEE OR CHARGE, INCLUDING ANY APPLICABLE INTEREST, PENALTIES, AND/OR CONSEQUENTIAL COSTS OR FEES IMPOSED UPON SELLER AS A RESULT OF SUCH FAILURE.

FORCE MAJEURE: NEITHER THE SELLER NOR BUYER IS LIABLE FOR FAILURE TO TIMELY PERFORM ANY OF HIS OBLIGATIONS UNDER THIS CONTRACT, IF FAILURE WAS DUE TO IMPEDIMENT BEYOND THE PARTY'S CONTROL. THE PARTY CLAIMING IMPEDIMENT SHALL GIVE FACSIMILE NOTICE TO THE OTHER PARTY PRIOR TO DELIVERY TIME AND DATE. THE PARTY CLAIMING IMPEDIMENT SHALL USE ALL REASONABLE AND DILIGENT EFFORTS TO PERFORM AND DELIVERY SHALL BE SUSPENDED ONLY SO LONG AS THE IMPEDIMENT REMAINS, UNLESS THE PARTIES AGREE TO TERMINATE THEIR MUTUAL OBLIGATION.

CLAIMS: ANY CONTROVERSY OR CLAIM REGARDING THE QUALITY OR QUANTITY OF PURCHASED PRODUCT WILL BE TIME-BARRED UNLESS FILED BY THE BUYER IN WRITING TO THE SELLER WITHIN (10) TEN DAYS OF PURCHASE DATE.

ASSIGNMENT: THE BUYER CANNOT ASSIGN ANY OF ITS PRODUCT CONTRACT RIGHTS OR OBLIGATIONS WITHOUT THE PRIOR WRITTEN CONSENT OF THE SELLER. SELLER MAY ASSIGN THE PRODUCT CONTRACT RIGHTS FOR THE PURPOSE OF FINANCING TO ITS BANKS AND OR FINANCIAL INSTITUTIONS.

WAIVER: ANY FAILURE OF THE SELLER TO ENFORCE ANY PROVISION SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO ENFORCE SUCH PROVISIONS IN THE FUTURE.

WARRANTY: EXCEPT AS TO QUALITY, *SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY OF PRODUCT OR OTHERWISE. THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.*

DEMURRAGE: WITH RESPECT TO BARGE, RAIL, AND TRUCK DELIVERIES BUYER SHALL BE RESPONSIBLE FOR ALL DEMURRAGE CHARGES AND COSTS BY DELAY AT THE PLACE OF DELIVERY.

GOVERNING LAW: EACH CONTRACT BETWEEN THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

NOTICES: ALL NOTICES TO ENERGY MERCHANT MARKETING COMPANY HEREUNDER MUST BE IN WRITING AND DELIVERED TO ENERGY MERCHANT MARKETING COMPANY AT 12345 Lakeland Road, Santa Fe Springs, CA 90670, phone (562) 777-8196, fax (562) 903-8911.

ENTIRE AGREEMENT: NO STATEMENT OR AGREEMENT, ORAL OR WRITTEN, MADE PRIOR TO OR AT THE SIGNING OF THIS AGREEMENT, SHALL VARY OR MODIFY THE WRITTEN TERMS THEREOF, AND NEITHER PARTY SHALL CLAIM ANY AMENDMENT TO, MODIFICATION OF, OR RELEASE FROM ANY PROVISION BY MUTUAL AGREEMENT UNLESS SUCH AGREEMENT IS IN WRITING, SIGNED BY THE OTHER PARTY AND SPECIFICALLY STATES THAT IT IS AN AMENDMENT TO, MODIFICATION OF, OR RELEASE FROM THIS AGREEMENT.

I ACKNOWLEDGE RECEIPT OF AND AGREE TO THESE GENERAL TERMS & CONDITIONS:

COMPANY NAME

AUTHORIZED SIGNATURE

DATE

TITLE

TERMINAL ACCESS AGREEMENT

This Agreement is entered into this ___ day of _____, 2005, by and between Energy Merchant LLC, a California corporation with offices in Santa Fe Springs, California (“EML”) and _____ a _____ corporation with offices in _____ (“Permittee”).

WHEREAS, EML and Permittee have entered or will in the future enter into an agreement for the sale by EML and the purchase by Permittee of certain petroleum products (the “Product”);

WHEREAS, the Product is stored by or on behalf of EML at one or more terminals (the “Terminal”);

WHEREAS, it will become necessary from time to time for Permittee and its employees, agents, servants, and/or independent contractors (“Agent”) to have access to the Terminal in order to draw down the Product;

WHEREAS, it is acknowledged and agreed that Permittee’s and Agent’s access to the Terminal should be controlled and restricted by EML in order, among other things, to safeguard the integrity of the Product and to protect EML from responsibility for environmental damage caused by Permittee;

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein, and for other good and valuable consideration, the parties agree as follows:

1. Access to Terminal

1.1 EML shall grant to Permittee from time to time and in its sole discretion authority for Permittee, for itself and its Agents, to have access to the Terminal premises for the sole purpose of drawing down the Product.

1.2 EML may grant access to Permittee in any one or more of the following ways: (i) issuance of loading cards; (ii) issuance of keys; (iii) issuance of a number or code; or (iv) placement of Permittee’s or Agent’s name(s) on a list located at the Terminal. Permittee, for itself and its Agents, agrees that any keys and/or cards shall remain the property of EML at all times, that no key and/or card shall be duplicated, and that all keys and/or cards shall be surrendered to EML promptly upon request or upon termination of this Agreement.

2. Agents

2.1 When requested by EML, Permittee shall advise EML orally, to be confirmed promptly in writing, of the names and social security numbers of all Agents authorized by Permittee to draw down Product on its behalf.

2.2 Access shall not be granted to any Agents until such time as the Agent has been approved by EML and Terminal and oriented in the proper use of the Terminal.

3. Terminal Rules and Regulations

3.1 Permittee, for itself and for its Agents, agrees to abide by all rules and regulations promulgated by EML and/or the Terminal with respect to the operations of the Terminal and shall abide by all changes and modifications to those rules and regulations as posted at the Terminal.

3.2 Permittee and Agents shall comply with all reasonable directions and instructions given by EML and/or the Terminal manager(s). Permittee and Agents shall comply with all applicable local, state and federal laws, rules and regulations regarding terminal use and access, transportation of Product and vehicle safety.

4. Unauthorized Draw-Downs

4.1 Except as otherwise herein stated, any Product removed from the Terminal under the actual or apparent authority of access granted hereunder, shall be for the account of Permittee. Loading Product for the account of Permittee (or any other person or entity) shall be an intentional, unlawful taking of EML’s property

unless the key holder, card holder or other individual having been granted access to the Terminal by EML has contractual entitlement thereto.

4.2 Permittee shall be solely responsible for: (i) the acts of any individual gaining access to the Terminal under the terms hereunder, including but not limited to, responsibility for theft, unauthorized taking, and/or conversion of Product; and (ii) payment for all Product so removed from the Terminal.

4.3 If a card or key issued to Permittee or Agent becomes lost or stolen or otherwise comes into the hands of someone not authorized to use the card or key, or if an authorized Agent is discharged or is otherwise to be denied access, Permittee shall notify EML immediately by telephone. Permittee shall record the name of the telephone notice recipient, and confirm such telephone notification by facsimile with the original letter sent by certified mail, return receipt requested, postage prepaid within forty-eight (48) hours of the telephone notification. Notice shall not be otherwise effective until such time as such telephone and written notice is received in the offices of EML during normal business hours. Until effective notice is received by EML, EML may rely on the Agent's actual or apparent authority. Only upon receipt of effective notice shall Permittee be relieved of liability from the acts of an unauthorized card holder, key holder or individual whose access is to be revoked.

5. Custody and Title

5.1 Title to the Product obtained from the Terminal through authorized access hereunder shall pass to Permittee at the loading [FLANGE] at the Terminal vehicle rack. Permittee shall be deemed to have custody of and responsibility for the Product from the time when it passes the flange connection between the Terminal's delivery line and the Permittee's receiving connections or equipment. Permittee shall have sole responsibility for the Product while the Product is in its custody, including without limitation, responsibility for maintaining Product quality. Upon custody in Permittee, EML and/or Terminal shall have no responsibility and/or liability for the Product.

6. Indemnification.

6.1 Permittee shall defend, indemnify and hold harmless EML and Terminal, together with their affiliates, parents and subsidiaries, officers, directors and employees, and agents, from any and all liability, loss, damage, claim, suit, judgment, expense, cost, fine, penalty, investigation (including, but not limited to, attorneys' fees and costs of litigation) (referred to collectively as "Liability") arising out of the injury, disease or death of any person or damage to or loss of any property (including, but not limited to the Terminal), caused by or resulting from the exercise by Permittee and/or Agents of any of the rights granted hereunder or in the operation, loading or unloading of any motor vehicle or vessel owned or hired by or on behalf of Permittee and/or Agents.

7. Spills/Environmental Pollution

7.1 In the event of any Product spill, escape or discharge or other environmental pollution (A) caused by or in connection with Permittee's draw down of Product and related operations and/or (B) at any time the Product is in the custody of Permittee, Permittee shall

(i) take immediate action to contain and mitigate the effects of the spill, escape or discharge and shall notify EML immediately;

(ii) be solely responsible for any cleaning costs and/or resulting liability; and

(iii) shall defend, indemnify and hold harmless EML and Terminal, together with their affiliates, parents and subsidiaries, officers, directors and employees, and agents, from any and all Liability arising out of or in connection with any such spill, escape or discharge or other environmental pollution, including without limitation, any and all Liability resulting from or for clean-up of spills, discharges or harm to human health or the environment caused by the act or omission of Permittee and/or Permittee's Agents.

8. Insurance

8.1 During the term of this Agreement, Permittee shall provide and maintain, at its expense, general public liability insurance with a combined bodily injury and property damage liability limit of not less than \$1,000,000 for each accident, or such greater limit required by local, state or federal regulations. Permittee shall furnish to EML a policy endorsement and certificate of insurance satisfactory to EML evidencing such coverage reflecting that said

coverage is for the benefit of EML and that there shall be no material change in or cancellation of the policy or policies until EML is given ten (10) days notice in writing of the change or cancellation of such insurance. Such insurance shall be occurrence insurance and not claims made insurance.

9. Termination

9.1 The rights herein granted to Permittee may be revoked by EML for any reason and at any time by serving notice on Permittee, which notice may be oral or written. If oral, EML shall confirm the termination in writing by facsimile, with original sent by U.S. mail, postage prepaid, within five (5) days of verbal notice. Notification of termination shall be effective upon the date verbal notification is given, if written notice is given within five (5) days hereof or upon the date written notice is received by Permittee. Permittee's telephone number for verbal notification and Permittee's address for written notice by facsimile or U.S. mail shall be set forth in the contract for Product between the parties, or such other telephone, or facsimile number or address as Permittee may designate in writing in the future.

10. Miscellaneous

10.1 Binding Agreement The terms, provisions and conditions hereof shall extend to, be binding upon, and inure to the benefit of, the parties hereto, their successor and assigns.

10.2 Assignment Permittee shall not assign any of Permittee's rights, privileges, duties or obligations hereunder without the prior written consent of EML.

10.3 Waiver No waiver by EML of any default of the other under this Agreement will operate as a waiver of any future default whether of like or different character.

10.4 Entire Agreement This Agreement embodies the whole agreement of the parties and supersedes any prior agreement or understanding between them respecting the subject matter of this Agreement.

10.5 Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws principles.

10.6 Modification This Agreement may be modified or amended only by a written agreement to such effect signed by the parties hereto.

10.7 Counterparts This Agreement may be executed in counterparts, and all so executed shall constitute one agreement, binding on all of the parties, even though all parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ENERGY MERCHANT LLC

PERMITTEE: _____
Company name

By: _____

By: _____

Title: _____

Title: _____

NOTIFICATION CERTIFICATE OF TAXABLE FUEL REGISTRANT

(Internal Revenue Code 48.4081-5)

TO: Energy Merchant LLC
12345 Lakeland Road
Santa Fe Springs, CA 90670

The undersigned purchaser ("Purchaser") hereby certifies under penalties of perjury that the registration number (637) _____ has been issued to Purchaser by the IRS director at _____ and that such number has not been revoked or suspended by the Internal Revenue Service.

Purchaser understands that the fraudulent use of this certificate may subject Purchaser and all parties making such fraudulent use of this certificate to a fine or imprisonment, or both, together with the cost of prosecution.

It is agreed by the undersigned that if this certificate is rejected by the Federal Government, the Purchaser will pay seller the tax, including any interest and penalty, on such transaction(s), or will reimburse seller any tax, penalty and interest assessed by the Federal Government.

This certificate covers the period January 1, 2008 through December 31, 2008.

Purchaser (Typed or Printed)

Signature

Address

Name of Person Signing

City/State/Zip

Title of Person Signing

EIN

Date

IRS District Office

Telephone

TO: ENERGY MERCHANT LLC
12345 Lakeland Road
TEL: (562) 777-8196
FAX: (562) 903-8911

**FEDERAL EXCISE TAX
DIESEL AND AVIATION TAXABLE FUEL EXEMPTION CERTIFICATE**

FOR USE BY PRODUCERS (INCLUDING WHOLESALE DISTRIBUTORS AND MARINE RETAILERS) OF TAXABLE FUELS UNDER SECTION 4093 OF THE INTERNAL REVENUE CODE.

THE UNDERSIGNED PURCHASER HEREBY CERTIFIES THAT (1) IS A PRODUCER OR WHOLESALE DISTRIBUTOR OF TAXABLE FUELS, (2) IS DULY REGISTERED WITH THE DISTRICT DIRECTOR OF THE INTERNAL REVENUE

SERVICE LOCATED IN _____, _____ AND
(city) (state)

(3) HOLDS A VALID IRS FORM 637 FOR:

DIESEL. CERTIFICATE OF REGISTRY NO. _____

AVIATION. CERTIFICATE OF REGISTRY NO. _____
(COPY ATTACHED)

ISSUED BY SUCH DISTRICT DIRECTOR OF INTERNAL REVENUE SERVICE.

IT IS UNDERSTOOD THAT THE UNDERSIGNED IS LIABLE FOR THE TAX IMPOSED BY SECTION 4091 OF THE INTERNAL REVENUE CODE AND THAT ANY FRAUDULENT USE OF THIS CERTIFICATION TO PURCHASE TAXABLE FUEL FREE OF TAX WILL SUBJECT PURCHASER TO PENALTIES OF PERJURY, WHICH MAY INCLUDE FINE AND IMPRISONMENT.

THIS CERTIFICATION IS ISSUED TO COVER PURCHASES OF TAXABLE FUEL

MADE BY PURCHASER FOR THE PERIOD OF ____/____/____ TO ____/____/____,
(NOT TO EXCEED 12 CALENDAR QUARTERS -3 YEARS)

BY: _____ PURCHASER: _____

TITLE: _____ ADDRESS: _____

DATE: ____/____/____ _____

PURCHASER E.I.N. ____ - _____

**MULTIJURISDICTION
UNIFORM SALES & USE TAX CERTIFICATE**

Issued to Seller ENERGY MERCHANT LLC
Address: 12345 Lakeland Road
Santa Fe Springs, CA 90670

I certify that:
Buyer: _____ is engaged as/registered as:
Address: _____ Wholesaler _____
Retailer _____
Manufacturer _____
Lessor _____
Other (Specify) _____

is registered with the below listed states and cities within which your firm delivers purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product to be resold, leased or rented in the ordinary course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:
Description of Business: _____ General
description of products to be purchased from seller: _____

STATE	SALES OR USE TAX REG OR ID #	STATE	SALES OR USE TAX REG OR ID #
AL	_____	NE	_____
AR	_____	NV	_____
AZ	_____	NM	_____
CO	_____	ND	_____
CT	_____	OK	_____
DC	_____	PA	_____
GA	_____	RI	_____
ID	_____	SC	_____
IL	_____	SD	_____
IA	_____	TN	_____
KS	_____	TX	_____
ME	_____	UT	_____
MD	_____	VT	_____
MA	_____	WA	_____
MI	_____	WI	_____
MN	_____	WV	_____
MO	_____	WY	_____
NC	_____		

I further certify that if any property so purchased tax free is used or consumed by us, so as to make it subject to a Seller's Use Tax we will pay the tax due directly to the proper taxing authority when state law so provided, or inform the seller for added tax billing. This Certificate shall be part of each order which we may hereafter give to you, unless otherwise specified and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear the information on this form is true, correct and accurate.

Authorized Signature: _____ Date _____

Name and Title: _____

Please return completed form to: **Energy Merchant LLC**
12345 Lakeland Road
Santa Fe Springs, CA 90670

