

**PLAZA MARINE & PLAZA FUELING AGENTS
MARKETERS OF MARINE FUEL AND LUBRICANTS
CREDIT APPLICATION & SALES AGREEMENT**

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BILLING ADDRESS: _____

BUSINESS PHONE: _____ BUSINESS FAX: _____

CONTACTS: PURCHASING: _____ PHONE: _____

ACCOUNTS PAYABLE: _____ PHONE: _____

FORM OF BUSINESS: SOLE PROPRIETOR: _____ PARTNERSHIP: _____ CORPORATION: _____ FEDERAL ID# _____

PRINCIPAL OWNERS AND/OR OFFICERS:

1) NAME: _____ PHONE: _____

2) NAME: _____ PHONE: _____

3) NAME: _____ PHONE: _____

*** PLEASE ATTACH A LIST OF ALL OWNED, OPERATED AND CHARTERED VESSELS ***

BANK REFERENCE: _____ PHONE: _____

ADDRESS: _____ FAX: _____

ACCOUNT NUMBER: _____ CONTACT PERSON: _____

TRADE REFERENCES:

1) COMPANY: _____ PHONE: _____

ADDRESS: _____ FAX: _____

2) COMPANY: _____ PHONE: _____

ADDRESS: _____ FAX: _____

*** PLEASE PROVIDE YOUR COMPANY'S MOST RECENT FINANCIAL STATEMENTS ***

CREDIT TERMS OF SALE:

The Applicant and Signatory hereby acknowledges the receipt of an exact copy of this Credit Application & Sales Agreement, and in consideration of the granting of credit:

1. Agrees to and acknowledges the receipt of a copy of Plaza Marine's and Plaza Fueling Agents' Terms and Conditions for the Sale of Petroleum Products and further expressly agrees to be bound by the provisions thereof, including, but not limited to the provisions relating to price and payment; and
2. Agrees to and acknowledges that, unless agreed otherwise by the parties in writing, the price for any Marine Fuel or Lubricants delivered shall be Plaza's "posted price" in effect on the day of delivery. Any unpaid balanced due Plaza shall be subject to an 18% service charge/late charge. In the event of a default in payment of any amounts due Plaza and if collection of any outstanding balance is placed in the hands of an attorney, the Applicant agrees to pay all the costs related thereto, including reasonable attorney's fees; and
3. Acknowledges that, Plaza has introduced Applicant to the particular terminal facility in question and in return the credit extended herein agrees to refrain from purchasing any similar products from any party at this terminal other than from Plaza. Applicant agrees that for a period of two years after Plaza ceases to sell product from the terminal facility in question Applicant will refrain from utilizing such terminal. Violation of this section will be subject Applicant to liquidate damages to Plaza in the amount of 25% of all product purchased at the terminal facility in question; and
4. Agrees that the individual who executes this credit application/sales agreement has authority to do so on behalf of the entity making such Application and personally guarantees all present and future extensions of credit; and
5. Agrees to and acknowledges that credit application/sales agreement constitutes or contains a security Agreement which secures any and all obligations of the applicant hereunder; and
6. Agrees to and authorizes Plaza, or any credit reporting agency engaged by Plaza, to investigate the references listed herein or to confirm the accuracy of any of the information stated herein.

This Credit Application and Sales Agreement shall remain in effect and shall be binding upon the Applicant as to all terms and conditions expressed or incorporated herein until same is canceled by either party sending written notification to the other, certified mail, return receipt requested. Such cancellation shall not, in any way effect Applicant's obligation hereunder with respect to all orders made prior to Plaza's receipt or written cancellation.

AUTHORIZED SIGNATORY

ss# _____

DATED