



TALLEY PETROLEUM ENTERPRISES Inc.

10046 Allentown Blvd Grantville, PA 17028

Talley Petroleum Enterprises was founded in 1961 by James Talley as City Suburban Oil Company. In 1997 the name of the company was changed to Talley Petroleum Enterprises.

Over the past 55+ years Talley Petroleum has continued to diversify its offerings to meet the needs and demands of our customers, while providing extraordinary customer service. Because of the Company's well established track record as a fuel supplier, respect and trust for the brand has grown over the years in a commensurate fashion. Talley Petroleum Enterprises, Inc. seeks to build upon this same high-level of trust and service continually to grow and diversify the business to meet regional needs, while aiding current and potential customers in further developing business opportunities.

To expedite the onboarding process, it is requested that the enclosed Credit Application be completed, in its entirety. Upon completion, please send the Credit Application along with all supporting documents (two years of audited financials, PA Liquid Fuels License etc.) back to Talley Petroleum at the address below for processing.

The trust that Talley Petroleum Enterprises, Inc has garnered within the industry over the past 55+ years is the same trust that it pledges to safeguarded with confidentiality. This information will be used solely for establishing credit and will not be disclosed to any other entities.

Thank you for your interest in opening a line of credit with Talley Petroleum Enterprises, Inc.

Sincerely,

Chris Crooks – Account Manager

Talley Petroleum

10046 Allentown Blvd

Grantville, PA 17028

O – 717-469-0338

M – 717-460-4235

ccrooks@talleypetro.com



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For office use only:

Account No: _____

Credit Limit: _____

Authorized Initials: _____

Talley Representative: _____

Credit Application for Commercial Account

BUSINESS CONTACT INFORMATION

Company Name:		Trading As:
Phone:	Fax:	Web Site:
Registered Company Address:		
City:	State:	Zip:
Type of Business:	<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other _____	Date Business Commenced:
EIN #:		
Dunn & Bradstreet #:		EPA #:
Credit Rating:		Credit Limit Request:

OFFICERS, PARTNERS OR PROPRIETORS

Officer Name:	Title:
Officer Name:	Title:
Officer Name:	Title:
Officer Name:	Title:
Major Shareholder (Incl. %):	Major Shareholder (Incl. %):

BUSINESS AND CREDIT INFORMATION

Billing Address:		
City:	State:	Zip:
Billing Contact:	Tel:	Fax:
E-mail:	How Do You Prefer to Receive Invoices: <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/> Other	
Bank Name:		
Address:	Contact:	Tel:
City:	State:	Zip:
E-mail:	Account Number:	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other

BUSINESS/TRADE REFERENCES

Company name:		Contact:
Address:		Phone:
City:	State:	Zip:
Type of account:		E-mail:
Years of Business History:		Fax:
Company name:		Contact:
Address:		Phone:
City:	State:	Zip:
Type of account:		E-mail:
Years of Business History:		Fax:
Company name:		Contact:
Address:		Phone:
City:	State:	Zip:
Type of account:		E-mail:
Years of Business History:		Fax:



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Authorization Agreement for Electronic Funds Transfer (EFT)

Company Name (Legal Entity):		
Company Address:		
City:	State:	Zip:
Phone Number:	Fax Number:	Email Address:
Pre-Notification Contact Person from Company:		
Bank Name:		
Bank Address:		
City:	State:	Zip:
Bank Contact Person:		Bank Phone Number:
Bank Account Number:		Bank ABA Number:

Please attached a copy of a blank voided check

The undersigned Company authorizes Talley Petroleum Enterprises, Inc. (Talley) to originate debit entries to its bank account identified above and the depository institution to accept and debit the amount of such entries from the Company's Bank Account. It is the Company's responsibility to advise Talley of any change in the Company's financial institution or accounts subject to this Agreement. Terms and conditions governing the EFT may be amended from time to time, at the sole discretion of Talley upon written notice to the Company. This agreement is to remain in full force and effect until Talley and Bank receive written notification from Company, and in no event, shall termination be effective with respect to debit entries originated within 30 days prior to Talley's receipt of notice of termination. Company understands debit entries will be honored if sufficient funds are available in the Company's account. If a debit entry is returned to Talley uncollected, the gross amount of the invoice or invoices covered by it will be immediately due and payable along with any associated finance and bank charges, collection costs and attorney fees, and further participation in the EFT plan, at the option of Talley, may be terminated. Further purchases, if EFT plan is terminated, will then be on terms as approved by Talley.

In the event, any error in billing invoicing or pricing occurs, Talley will take all reasonable efforts to correct such error in a timely manner.

Printed Name:	Signature:
Company Name:	Date:



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Customer Product Questionnaire

Products (dependent on terminal availability):

PRODUCTS			
<input type="checkbox"/> On-Road Diesel B2	<input type="checkbox"/> 15ppm Dyed Diesel (Off-Road, Red)	<input type="checkbox"/> 15ppm ULS Heating Oil	<input type="checkbox"/> 87 Conventional 10% Ethanol
<input type="checkbox"/> On-Road Diesel B5		<input type="checkbox"/> 500ppm ULS Heating Oil	<input type="checkbox"/> 89 Conventional 10% Ethanol
<input type="checkbox"/> On-Road Diesel B10		<input type="checkbox"/> 70/30 Winter Blend	<input type="checkbox"/> 93 Conventional 10% Ethanol
<input type="checkbox"/> On-Road Diesel B20			<input type="checkbox"/> RFG Regular 10% Ethanol
<input type="checkbox"/> On-Road Diesel B100			<input type="checkbox"/> RFG Mid-Grade 10% Ethanol
<input type="checkbox"/> Dyed			<input type="checkbox"/> RFG Premium 10% Ethanol
<input type="checkbox"/> Winterized			
<input type="checkbox"/> Premium			

On-Site Storage Capacity (if applicable):

Physical Address: _____

Number of Tanks: _____ Products Stored On-Site: _____ Pump Required: Yes NO

Storage Capacity (by product): _____

AGREEMENT

In order to process this credit application please provide with the completed credit application the last two years Audited Financial Statements or Tax Returns. Please note that credit applications cannot be processed without the above referenced financial statements.

The undersigned being authorized and acting on behalf of the entity identified above:

1. Hereby authorizes Talley Petroleum Enterprises, Inc. to make such inquiries as Talley considers to be necessary to obtain credit information and authorizes our bank(s) of record to release credit information regarding our account(s).
2. Herby authorizes that the references listed in this credit application may be contacted.
3. Hereby represents and warrants that all information (including any financial statements) now of hereafter supplied by or on behalf of the entity identified above to Talley is true and correct and does not omit any information whose omission would cause the information supplied to be materially misleading or incomplete.

SIGNATURES

Signature		Signature	
Printed Name		Printed Name	
Title		Title	
Date		Date	



TALLEY PETROLEUM ENTERPRISES Inc.

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MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement (the “*Agreement*”) is made as of _____ between Talley Petroleum Enterprises, Inc.,
(DATE)

(“Talley”) a Pennsylvania corporation, having its principal place of business at 10046 Allentown Boulevard, Grantville, PA 17028

and _____ (“Company”), a
(NAME OF OTHER PARTY)

_____ having its principal place of business at
(STATE OF ORGANIZATION) (ENTITY TYPE)

_____ (together, the “parties,” and each, a “party”).
(BUSINESS ADDRESS)

1. Talley and Company may agree to enter into transactions for energy commodities, including but not limited to the sale, purchase or exchange of crude oil, refined products, and related energy commodities as well as financial derivatives, including but not limited to swaps, options and related financial transactions, and the supply of energy transportation, storage, and/or distribution services thereof (the “*Purpose*”). In the course of assessment of the Purpose, each party may receive confidential information of the other party. For purposes of this Agreement, the party disclosing confidential information is hereinafter referred to as the “*Disclosing Party*” and the party receiving confidential information is hereinafter referred to as the “*Recipient*”.
2. “*Confidential Information*” means any non-public, confidential, or proprietary information provided to or disclosed to Recipient by Disclosing Party or on its behalf, in any form whatsoever or in or by any medium whatsoever, including, without limitation, any pricing information or quotes, trade or business services, discoveries, ideas, concepts, know how, techniques, designs, strategies, specifications, drawings, blueprints, flow-charts, data, computer programs, marketing plans, customer names that are proprietary to Disclosing Party or a third party to whom Disclosing Party has a duty of confidentiality and other technical, financial or business information obtained for the Purpose or under this Agreement. The fact that discussions are taking place between the parties, the substance of those discussions and the terms of any agreement that may be entered into also constitute Confidential Information.
3. Recipient agrees it shall: (i) use the Confidential Information solely for assessment and performance of the Purpose; (ii) protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; and (iii) not disclose the Confidential Information except with Disclosing Party’s prior written consent or as otherwise permitted in this Agreement. Recipient may disclose the Confidential Information to Recipient’s employees, officers, directors, advisors, agents, consultants, affiliates, service providers and representatives (“*Representatives*”) who need to know the Confidential Information for the Purpose and who have been informed of the confidential nature of the Confidential Information and of the provisions of this Agreement and who have been directed to treat such Confidential Information in accordance with the terms of this Agreement. Recipient agrees to advise Disclosing Party in writing of any misappropriation or misuse by any person of Confidential Information of which Recipient may become aware.
4. Recipient shall have no obligation with respect to Confidential Information to the extent, but only to the extent, that such information:
 - (i) is already in the possession of Recipient or its Representatives prior to being furnished to Recipient or its Representatives pursuant hereto, *provided* that the source of such information was not known by Recipient or its Representatives to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation to Disclosing Party or any other party with respect to such information;
 - (ii) becomes generally publicly known other than as a result of disclosure by Recipient or its Representatives in violation of this Agreement;

- (iii) is or becomes available to Recipient or its Representatives on a non-confidential basis from a source other than Disclosing Party, *provided* that such source is not known by Recipient or its Representatives to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, Disclosing Party or any other party with respect to such information;
 - (iv) is independently developed by a party without the use of any Confidential Information.
 - (v) is required by law or pursuant to legal process or requested by any governmental agency or other regulatory authority (including any self-regulatory organization, exchanges, clearing house or trading facility having jurisdiction or claiming to have jurisdiction over Recipient or its Representatives), to disclose any of the Confidential Information. Recipient and/or its Representatives shall, to the extent practicable and permissible by law, rule, regulation or judicial order, promptly notify the Disclosing Party of such request or requirement.
5. The parties agree that as between Disclosing Party and Recipient all Confidential Information remains the sole property of Disclosing Party and no license or other rights (including any intellectual property rights) in the Confidential Information are granted to Recipient or implied hereby. Disclosing Party warrants it has the right to disclose the Confidential Information to the Recipient but otherwise makes no warranty as to the Confidential Information.
 6. Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party. Each Party hereby retains its entire right, title and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to the Recipient or any of its Representatives.
 7. It is understood and agreed that neither this Agreement nor discussions between the parties shall be construed to create: (i) any obligation to refrain from entering into agreements or negotiations with any other party; (ii) any partnership, joint venture, joint enterprise or business relationship between the parties; or (iii) any obligation to the other party hereunder with regard to the Purpose or any proposed service, product, initiative, application or other business undertaking or venture. Such obligations would be incurred, if at all, pursuant to the terms of a separate formal agreement. Nothing in this Agreement, expressed or implied, is intended to confer on any third party any rights or remedies under or by reason of this Agreement.
 8. Upon the Disclosing Party's written request, Recipient will return or destroy all copies of the Confidential Information in its possession or in the possession of any third party to whom it has disclosed the Confidential Information. Recipient will supply Disclosing Party with a written statement of confirmation that the Confidential Information has been destroyed without any copies thereof having been retained. Notwithstanding the foregoing, Recipient and/or its Representatives shall be permitted to retain that portion of the Confidential Information (i) that is required to be retained pursuant to law and/or regulation and/or (ii) Confidential Information stored on automatic computer back-up archiving systems. Such retained Confidential Information shall remain subject to the confidentiality obligations contained herein.
 9. Each party acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Agreement by such party or its Representatives. Therefore, in addition to all other remedies available at law, the non-breaching party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach. Notwithstanding anything contained in this Agreement, the Recipient's liability to the Disclosing Party in connection with this Agreement shall be limited to direct damages and shall exclude any other liability, including without limitation liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise. In addition to any other remedies awarded to the Disclosing Party, the Disclosing Party may have the right to recover all costs (including reasonable attorney's fees) which may be incurred in connection with any action to enforce the obligations of the Recipient or its Representatives, as applicable, to the extent the Disclosing Party prevails in any such action.
 10. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York. Jurisdiction and venue with respect to any dispute arising under this Agreement shall lie in any appropriate state or federal court situated in the State of New York. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

11. In the event that any provision of this Agreement or the application thereof to any person or in any circumstance shall be determined to be invalid, unlawful or unenforceable to any extent, the remainder shall be unaffected and shall continue to be valid and may be enforced to the fullest extent permitted by law. This Agreement may only be modified in writing (other than by electronic communication) executed by both parties.
12. This Agreement shall govern disclosures of Confidential Information made during the period from the date hereof through the earlier of (i) two years from the date of this Agreement, unless the parties enter into any definitive agreement relating to the Transaction, in which case one year from the date of the last receipt of Confidential Information or (ii) upon the return and/or destruction of all Confidential Information.
13. This Agreement shall inure for the benefit of and be binding upon each of the parties and their respective successors and assigns; provided, however, that neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon the permitted assigns or transferees of each party.
14. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered (which delivery may be made by electronic transmission) shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by a duly authorized representative of such party as of the date first above written.

TALLEY PETROLEUM ENTERPRISES, INC.

By: _____
Name:
Title:

[COMPANY]

By: _____
Name:
Title: