ACCOUNT AND SECURITY AGREEMENT

THE undersigned has carefully read this statement and an application for credit (both printed and written matter) and it is in all respects complete, accurate, and truthful. I (we) give such documents to TEAM PETROLEUM, LLC as part of an application for extension of credit, and with the understanding that TEAM PETROLEUM, LLC may rely upon it in order to grant credit or financing.

As a part of this application for credit, I (we) understand that TEAM PETROLEUM, LLC, by granting credit to me (us) hereunder, expects me (us) to pay TEAM PETROLEUM, LLC at their office in Ft. Collins, Colorado for products, merchandise, service, rental or other charges within the time limits not exceed 1.5% per month, annual percent of 18%, both before and after judgment. By accepting deliveries of products or other merchandise or service from TEAM PETROLEUM, LLC, I (we) agree to such finance charge. In the event of default in any payment of this account and if the same is placed for collection, I (we) agree to pay all expenses of collection with or without suit, including actual attorney's fees.

I (we) by the signing of this agreement and making purchases hereunder, acknowledge doing business in the State of Colorado and thereby agree to be subject to the jurisdiction of courts in the State of Colorado.

I (we) authorize TEAM PETROLEUM, LLC to confirm the bank and financial institutions balances and all other items comprising said statement.

I (we) agree to be responsible for all deliveries and purchases from TEAM PETROLEUM, LLC and to notify TEAM PETROELUM, LLC in writing by certified mail of any change of address or ownership or trade name.

I (we) do hereby grant to TEAM PETROELUM, LLC to secure any existing balance owed and all future charges on this agreement, a security interest in and to all inventories of petroleum products, groceries, variety goods, accounts receivable and proceeds there from at each business location where the undersigned does business. In the event of default in the above agreement, TEAM PETROLEUM, LLC shall have all rights to said security as provided in the Uniform Commercial Code of Colorado.

DATED this _____ day of _____, 20_____

By:_____

Title:_____

GUARANTY AGREEMENT

IN CONSIDERATION of the extension of credit and sale of product or merchandise or services by TEAM PETROLEUM, LLC to the above named individual or corporation or partnership or their agent, I (we), the undersigned, jointly and severally, personally guarantee payment, when due, of all the amount of purchases, including interest and/or late charges, and all expenses of collection as here above mentioned.

This is a continuing guaranty and shall apply to successive purchases by the above named individual, corporation, or partnership or their agent from TEAM PETROLEUM, LLC and shall remain in force until revoked in writing, by the guarantors. Such revocation shall not affect the guarantors obligations incurred prior to receipt of said notice.

DATED this _____ day of _____, 20_____

By:_____

Title:_____

PLEASE NOTE TERMS OF CREDIT :

NET DUE 30 DAYS FROM DATE OF INVOICE