



Corporate Office • 1435 Huntington Avenue, Suite 210, South San Francisco, CA 94080 • (650) 589-7722 • Fax (650) 589-7733

CREDIT APPLICATION AND AGREEMENT

CUSTOMER INFORMATION

The undersigned ("Customer") (1) requests that Double AA Corporation, a California corporation ("Double AA"), extend credit, or continue extending credit, to Customer in reliance on the information provided in this Credit Application and Agreement; and (2) represents and warrants to Double AA that all of the information provided herein is true and correct. Customer hereby authorizes (1) Double AA to conduct any credit investigation with respect to Customer, or to verify any other information about Customer it deems necessary or desirable, now or at any time that Customer has an account with Double AA, whether through any credit reporting agencies or directly through other creditors of Customer; and (2) any third party to release to Double AA any information regarding Customer deemed necessary or desirable by Double AA in connection therewith. For all purposes in this Credit Application and Agreement, facsimile and scanned signatures have the same force and effect as original signatures.

Date: _____

Print Customer's Full Legal Name _____

Print Customer's Full Legal Name _____

By: [sign] _____

[sign] _____

Print Signor Name: _____

Print Signor Title: _____

[Signature Block for Entity Customer]

[Signature Block for Individual/Sole Proprietor Customer]

DBA (Fictitious Business Name), if any: _____ Federal ID No. _____

Telephone _____ Fax _____ E-mail _____ Years in Business _____

Street Address _____ City _____ State _____ Zip _____ How long at this address? _____ Own Lease

Business Type (check applicable boxes):

Individual/Sole Proprietorship Partnership (General/ Limited) Limited Liability Company Corporation For Profit Non Profit

If Entity, State or Jurisdiction of Organization: _____ If Individual/Sole Proprietor, State or Jurisdiction of Residence: _____

Primary Business Activity: _____

If Subsidiary of Parent Company, Full Name of Parent: _____

Is Customer Tax Exempt? Yes No

Dun & Bradstreet No.: _____

Has Customer ever filed for bankruptcy? Yes No

If so, when and under what chapter? _____

CUSTOMER BANK INFORMATION

Primary Bank Name _____ Street Address _____ City _____ State _____ Zip _____

Bank Contact Person/Phone _____ Fax _____ Primary Account Type and Number _____

CREDIT REFERENCES

Business Name _____ Address _____ City _____ Zip _____ Phone _____ Fax _____

Business Name _____ Address _____ City _____ Zip _____ Phone _____ Fax _____

Business Name _____ Address _____ City _____ Zip _____ Phone _____ Fax _____

AUTHORIZATION FOR CALIFORNIA STATE BOARD OF EQUALIZATION SALES TAX INQUIRY

In consideration of doing or potentially doing business with Double AA Corporation, a California corporation ("Double AA"), the undersigned ("Customer"), the holder of seller's permit no. _____ from the California State Board of Equalization ("BoE"), hereby authorizes (1) Double AA from time to time to contact the BoE for the purpose of receiving the status and amount of sales tax due and owing by Customer; and (2) BoE from time to time to provide that information to Double AA.

Attached is a true and correct copy of Customer's seller's permit to be kept as part of this Credit Application and Agreement.

Customer hereby releases Double AA and the BoE from any and all liability resulting from or pertaining to the information provided under this Authorization. This Authorization will remain in full force and effect for the duration of Customer's business relationship with Double AA.

Date: _____

Print Customer's Full Legal Name _____

Print Customer's Full Legal Name _____

By: [sign] _____

[sign] _____

Print Signor Name: _____

Print Signor Title: _____

[Signature Block for Entity Customer]

[Signature Block for Individual/Sole Proprietor Customer]

OWNERS/PRINCIPALS AND OFFICERS/MANAGERS OF CUSTOMER

To be completed by each (1) individual that, directly or indirectly, owns 20% or more of the stock of, or membership or partnership interests in, Customer; and (2) officer, manager, or general partner of Customer. Print and attach additional pages if necessary. Each such individual (each, a "Guarantor") must (1) provide financial information and sign the Continuing Personal Guaranty (for both, see below).

Full Legal Name: _____ Date of Birth: _____ Driver License No. and State: _____ Social Security No.: _____

Street Address _____ City _____ State _____ Zip _____ How long at this address? _____ Own Rent

Home Phone: _____ Mobile Phone: _____

Ownership Interest in Customer (check applicable boxes):

Partner (General/ Limited) Limited Liability Company Member Corporate Shareholder Percentage Interest: _____

Position(s) with Customer: _____ (e.g., President, CFO, Manager, Managing Member, General Partner, etc.)

Personal Net Worth: \$ _____

Have you ever filed for bankruptcy? Yes No If so, when and under what chapter? _____

I declare or certify that the foregoing information is true and correct. As an owner/principal and/or officer/manager of Customer, I (1) request that Double AA consider my personal credit in connection with deciding whether to extend or continue to extend credit to Customer under this Credit Application and Agreement; and (2) hereby authorize Double AA to conduct any credit investigation with respect to me, or to verify any other information about me it deems necessary or desirable, now or at any time that Customer has an account with Double AA, whether through any credit reporting agencies or directly through other creditors of mine; and (2) any third party to release to Double AA any information regarding me deemed necessary or desirable by Double AA in connection therewith. Without limiting the foregoing, I consent to Double AA from time to time utilizing a non-business consumer credit report on me in order further to evaluate my credit worthiness as owner/principal or officer/manager of Customer in connection with the extension or continued extension of business credit to Customer as contemplated by this Credit Application and Agreement consistent with the Federal Fair Credit Reporting Act (15 U.S.C. §§ 1681, et seq.). I also authorize Double AA to report information concerning me, including information about my performance under any guaranty made by me, to consumer reporting agencies and others who may properly receive that information. Facsimile and scanned signatures have the same force and effect as original signatures.

Date: _____ [sign] _____

Full Legal Name: _____ Date of Birth: _____ Driver License No. and State: _____ Social Security No.: _____

Street Address _____ City _____ State _____ Zip _____ How long at this address? _____ Own Rent

Home Phone: _____ Mobile Phone: _____

Ownership Interest in Customer (check applicable boxes):

Partner (General/ Limited) Limited Liability Company Member Corporate Shareholder Percentage Interest: _____

Position(s) with Customer: _____ (e.g., President, CFO, Manager, Managing Member, General Partner, etc.)

Personal Net Worth: \$ _____

Have you ever filed for bankruptcy? Yes No

If so, when and under what chapter? _____

I declare or certify that the foregoing information is true and correct. As an owner/principal and/or officer/manager of Customer, I (1) request that Double AA consider my personal credit in connection with deciding whether to extend or continue to extend credit to Customer under this Credit Application and Agreement; and (2) hereby authorize Double AA to conduct any credit investigation with respect to me, or to verify any other information about me it deems necessary or desirable, now or at any time that Customer has an account with Double AA, whether through any credit reporting agencies or directly through other creditors of mine; and (2) any third party to release to Double AA any information regarding me deemed necessary or desirable by Double AA in connection therewith. Without limiting the foregoing, I consent to Double AA from time to time utilizing a non-business consumer credit report on me in order further to evaluate my credit worthiness as owner/principal or officer/manager of Customer in connection with the extension or continued extension of business credit to Customer as contemplated by this Credit Application and Agreement consistent with the Federal Fair Credit Reporting Act (15 U.S.C. §§ 1681, *et seq.*). I also authorize Double AA to report information concerning me, including information about my performance under any guaranty made by me, to consumer reporting agencies and others who may properly receive that information. Facsimile and scanned signatures have the same force and effect as original signatures.

Date: _____

[sign] _____

Double AA Credit Manager & Date

FOR OFFICE USE ONLY

Double AA Sales Person Name & Code

VERIFICATION OF FINANCIAL INFORMATION

CUSTOMER

I certify that the following attached documents are true and correct:

- Customer's financial statements (income statement (profit and loss statement), balance sheet, cash flow statement, and statement of owners' equity) as of end of last month (balance sheet and statement of owners' equity)/for last three months (income statement and cash flow statement).
- Copies of Customer's federal income tax returns as filed for last two tax years.

Date: _____

Print Customer's Full Legal Name _____

By: [sign] _____

Print Signor Name: _____

Print Signor Title: _____

W-9 TAXPAYER IDENTITY

Under penalties of perjury, I certify that:

1. The number shown on this form below is Customer's correct taxpayer identification number (or Customer is waiting for a number to be issued to it);
2. Customer is not subject to backup withholding because: (a) Customer is exempt from backup withholding, or (b) Customer has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified Customer that it is no longer subject to backup withholding; and
3. Customer is a U.S. citizen or other U.S. person

Social Security Number: _____ - _____ - _____

Employer identification number: _____ - _____

Date: _____

Print Customer's Full Legal Name _____

[sign] _____

Print Signor Name: _____

Print Signor Title: _____

VERIFICATION OF FINANCIAL INFORMATION

To be provided and signed by each Guarantor (if more than one Guarantor, print and attach additional pages as necessary).

GUARANTOR

I certify that the following attached documents are true and correct:

- My personal financial statement (income statement (profit and loss statement), balance sheet, and cash flow statement) as of end of last month (balance sheet)/for last twelve months (income statement and cash flow statement).
- Copies of my individual federal income tax returns as filed for last two tax years.

Date: _____

[sign] _____

Print Guarantor Full Name: _____

Print Title with Customer: _____

W-9 TAXPAYER IDENTITY

Under penalties of perjury, I certify that:

1. The number shown on this form below is my correct taxpayer identification number (or I am waiting for a number to be issued to me);
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person

Social Security Number: _____ - _____ - _____

Date: _____

Print Guarantor's Full Legal Name _____

[sign] _____

CREDIT AGREEMENT

Customer desires from time to time to purchase from Double AA on open account fuel and other goods (generally, "products") and have those products delivered to Customer's locations or placed into Customer's vehicles, and requests that Double AA extend credit to Customer for those purchases and deliveries pursuant to this Credit Agreement. In consideration for those extensions of credit from time to time made by Double AA to Customer, and to induce Double AA from time to time to extend such credit to Customer, Customer hereby promises, agrees, grants, acknowledges, and represents and warrants as follows:

1. Customer agrees to pay to Double AA at its Corporate Office identified above, or at such other location as Double AA from time to time designates in writing to Customer, all charges to Customer's account for each purchase or delivery of products when due as stated on the invoice for that purchase or delivery. No delay, for any reason, in the delivery of any invoice to Customer will extend the time for payment of any invoice.
2. Customer shall identify to Double AA in writing on its letterhead the individuals of Customer who are authorized to place orders for purchases of products and shall from time to time identify to Double AA in writing on its letterhead any changes in those authorized individuals. Double AA may accept orders in writing (including by fax or e-mail) or orally (including by telephone), and may rely on an individual's oral or written identification of him or herself as an authorized individual as then identified in those writings as then updated in accepting and fulfilling those orders.
3. Deliveries of purchased products to Customer's locations or into Customer's vehicles may be made without obtaining signatures on delivery. Customer acknowledges that delivery times stated by Double AA are estimates and given on a "best efforts" basis only. Customer agrees that Double AA will not be liable for any claims or damages whatsoever for failure to deliver by stated times. Customer represents and warrants to Double AA that all Customer's locations to which any products are to be delivered are "unbranded" and agrees that no products from Double AA that are placed in Customer's vehicles will be delivered by Customer to any location that is "branded". Customer shall immediately notify Double AA in writing of any change in the "branding" status of any of Customer's locations.
4. Customer acknowledges that Double AA may from time to time set limits on the aggregate amount of credit outstanding to Customer; but agrees that the credit limits from time to time set by Double AA are solely for the benefit of Double AA and may be modified or waived at any time by Double AA in Double AA's sole discretion. Customer shall pay for all purchases of products and other charges notwithstanding any credit limit in effect at the time of any purchase. Further, Double AA may, in its sole discretion, without prior notice to Customer, (1) refuse to permit charges or further charges to be incurred on Customer's account and to extend further credit to Customer; and (2) require that Customer pay cash for any purchases of products at the time of that purchase or at delivery thereof.
5. If any charges to Customer's account are not timely paid, Customer shall pay Double AA a service charge of 1.5% per month (or the highest rate allowed by law) on the unpaid balance for all charges not paid by the due date thereof on account of the additional time and expense that will necessarily be incurred by Double AA in managing an account that is past due. This is not interest on a loan or a finance charge but an agreed to service charge for the failure timely to pay for goods and services received. In no event will any interest contracted for, charged, or received by Double AA, or any service or other charges that constitute interest as a matter of law, exceed the maximum interest permitted by applicable law. If, at any time, the interest received, charged, or contracted for exceeds the maximum lawful interest rate, Double AA shall either (1) refund the amount of that excess; or (2) credit that excess against other obligations or indebtedness owing by Customer to Double AA, and that excess shall not be considered the payment of interest. Payments shall be applied when received, first, to accrued service charges then due, and then, the balance, if any, to outstanding invoices in order of their age, oldest first.

6. Customer represents and warrants to Double AA that (1) this Credit Agreement is for commercial purposes only and does not and will not involve the extension of credit for personal, family, or household purposes; and (2) Customer has a current, valid seller's permit from the California State Board of Equalization permitting Customer to make all purchases of fuel and other goods from Double AA without the payment of any sales tax. Further, Customer shall maintain such a current, valid seller's permit so long as Customer maintains a credit account with Double AA.

7. To the maximum extent permitted by applicable law, Double AA's total aggregate liability to Customer for any claim arising out of or in connection with this Credit Agreement for breach of contract, breach of warranty, breach of statutory duty, or negligence or other tort, whether by virtue of strict liability or otherwise, may not exceed the invoice value of the relevant products delivered, if delivered, or if the breach consists of a failure to deliver products, the invoice value of the products had they been delivered and invoiced. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DOUBLE AA WILL NOT BE LIABLE TO CUSTOMER FOR LOSS OF PRODUCTION, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, OR WASTED EXPENDITURE, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE COSTS, EXPENSES, LOSSES, OR DAMAGES OF ANY KIND.

8. To secure the payment and performance of all Customer's obligations under this Credit Agreement, Customer grants Double AA a security interest in all products sold under this Credit Agreement and all proceeds thereof. Customer authorizes Double AA to file financing statements and amendments thereto with respect to that security interest. Double AA shall have all of the rights and remedies of a secured party under the California Uniform Commercial Code as from time to time in effect, which remedies shall be cumulative and not exclusive. Customer shall promptly give notice to Double AA of any change in Customer's name, form of business organization or state or jurisdiction of organization (if an entity or becoming one), principal executive office (if an entity or becoming one), or residence (if an individual/sole proprietorship or becoming one).

9. In addition to the manner provided for delivery of invoice in the "Information Delivery" section below, all invoices, statements, and other notices to Customer from Double AA under this Credit Agreement may be sent to Customer by mail at the address (subject to the last sentence of this section) provided in the "Customer Information" section above. All notices (for the avoidance of doubt, not including purchase orders and delivery instructions) from Customer to Double AA under this Credit Agreement shall be in writing and sent by certified mail, return receipt requested, to Double AA's Corporate Office at the address appearing at the top of this Credit Application and Agreement (subject to the last sentence of this section). Either Customer or Double AA may change its address for notices, etc., to another address within California by a written notice to the other given in accordance with this section.

10. Customer waives all notices, demands for payment, presentment, protest and notice of protest as to each and every obligation of Customer to Double AA under this Credit Agreement.

11. This Credit Agreement binds the successors and assigns of Customer and inures to the benefit of and may be enforced by any successor or assignee of Double AA.

12. If any obligations of Customer under this Credit Agreement are referred to an attorney for collection, Customer shall in addition to all other amounts due hereunder pay Double AA the costs and expenses of collection, including reasonable attorneys' fees and costs.

13. This Credit Agreement, together with the invoices issued to Customer from time to time by Double AA, constitute the entire agreement of Customer with respect to credit purchases by Customer from Double AA. If there is any conflict between the terms of any invoice and those of this Credit Agreement, the terms of this Credit Agreement will control. If any provision herein is held to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will remain fully enforceable. This Credit Agreement may not be modified except by a writing signed by authorized representatives of Customer and Double AA.

14. The laws of the State of California apply to interpretation and enforcement of this Credit Agreement and to any dispute arising hereunder, whether based in contract, tort, statute, or otherwise, all without regard to any conflict or choice of laws principles. This Credit Agreement is made and is to be performed in San Mateo County, California. If any litigation is commenced arising out of or under this Credit Agreement, the sole and exclusive venue for resolution of thereof will be in either the California Superior Court for the County of San Mateo or the United States District Court for the Northern District of California. Customer irrevocably submits to the jurisdiction of these courts and irrevocably agrees those these venues selections, which selections are intended to be mandatory, and waives all right to seek venue elsewhere for these matters.

15. This Credit Agreement will be effective only when this Credit Application and Agreement has been approved and accepted by Double AA by its signature where provided below and a signed copy hereof returned to Customer. Customer acknowledges that if Customer is an entity that acceptance and approval may require one or more of Customer's owners/principals or officers/managers to sign and return the below Continuing Personal Guaranty.

Date: _____

Print Customer's Full Legal Name

Print Customer's Full Legal Name

By: [sign] _____

[sign] _____

Print Signor Name: _____

Print Signor Title: _____

[Signature Block for Entity Customer]

[Signature Block for Individual/Sole Proprietor Customer]

INFORMATION DELIVERY

Double AA has the ability to send invoices, statements, electronic funds transfer notices, and pricing information ("Information") by facsimile or email. It is Double AA's goal electronically to transmit all Information via email, but understand that this may not always be convenient or practical for each of our customers. Please indicate below the best method of delivery of Information to you (complete at least one option).

Send Information by email to this email address _____

Send Information by facsimile to attention of _____ to this facsimile number _____

Send Information by mail to attention of _____ to this mailing address:

Print Customer's Full Legal Name

Print Customer's Full Legal Name

By: [sign] _____

[sign] _____

Print Signor Name: _____

Print Signor Title: _____

[Signature Block for Entity Customer]

[Signature Block for Individual/Sole Proprietor Customer]

ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION

The undersigned ("Customer") authorizes Double AA Corporation, a California corporation ("Double AA"), (1) to initiate debit entries to Customer's below-identified deposit account ("Account") at the below-identified depository institution ("Depository") to debit the Account for amounts from time to time due Double AA by Customer; and (2) to initiate credit entries to the Account to credit the Account for amounts from time to time due Customer by Double AA. This authorization permits Double AA to initiate debits to the Account at frequent intervals and for varying amounts. This authorization will remain in full force and effect until Double AA and Depository have received written notice from Customer of the termination of this authorization in such time and manner as to afford Double AA and Depository a reasonable opportunity to act on that notice. Facsimile and scanned signatures have the same force and effect as original signatures.

Depository Name: _____

Account Name: _____

Depository Account Branch Address: _____

Account No: _____

Depository ABA No. (Routing No.): _____

Depository Account Branch Telephone No.: _____

Date: _____

Print Customer's Full Legal Name

Print Customer's Full Legal Name

By: [sign] _____

[sign] _____

Print Signor Name: _____

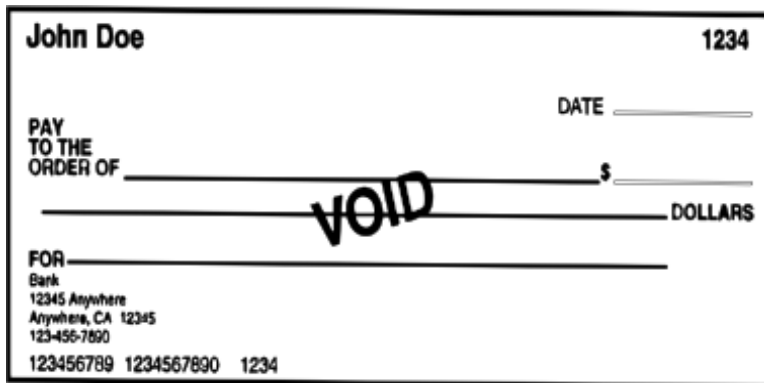
Print Signor Title: _____

[Signature Block for Entity Customer]

[Signature Block for Individual/Sole Proprietor Customer]

[Must be signed by authorized signor on account]

[Attach voided check below]



CONTINUING PERSONAL GUARANTY

As a direct and material inducement to Double AA Corporation, a California corporation ("Double AA"), to extend or continue to extend credit to Customer (as defined above) under the above Credit Agreement, each undersigned (each, a "Guarantor") hereby unconditionally personally guarantees to Double AA by this Continuing Personal Guaranty (this "Guaranty") the payment, when due, of all obligations of Customer to Double AA under the Credit Agreement, including charges for purchases or deliveries, service charges, and collection costs, including reasonable attorneys' fees and costs (all those obligations, collectively, the "Customer Obligations"), as follows:

1. This Guaranty is (1) a guarantee of payment and not a guaranty of collection; and (2) a continuing guaranty and all rights, powers, and remedies hereunder apply to all past, present, and future Customer Obligations, including those arising under successive transactions that extend or continue the Credit Agreement, increase or decrease the Customer's credit availability thereunder, or from time to time create new Customer Obligations under the Credit Agreement after all or any prior Customer Obligations have been satisfied, and notwithstanding the death, incapacity, dissolution, liquidation, or bankruptcy of Customer or any Guarantor, or any other event or proceeding affecting Customer or any Guarantor.

2. As a guarantee of payment, Double AA is not required first to proceed against Customer or to enforce any other right or remedy before proceeding against any Guarantor under this Guaranty. As a continuing guaranty, this Guaranty will remain in full force as to each Guarantor until written revocation from that Guarantor is actually received by Double AA; provided, however, that any revocation of this Guaranty by a Guarantor will be effective only as to Customer Obligations that arise out of transactions entered into after Double AA's actual receipt of that revocation, and all Customer Obligations existing as of that receipt, and all obligations related thereto (including service charges and collection costs, including reasonable attorneys' fees and costs, related thereto), will remain guaranteed hereunder by that Guarantor.

3. The term of this Guaranty is the term of the Credit Agreement, as renewed, extended, or modified, and this Guaranty covers all Customer Obligations that arise or occur during the term of the Credit Agreement even though enforcement thereof may be sought subsequent to termination of that agreement or this Guaranty. Each Guarantor waives the benefit of any statute of limitations affecting that Guarantor's liability hereunder or the enforcement thereof, and each Guarantor agrees that any payment of any Customer Obligation or other act that tolls any statute of limitations applicable thereto will similarly operate to toll any statute of limitations applicable to that Guarantor's liability hereunder.

4. The obligations under this Guaranty are joint and several and independent of the obligations of Customer, and a separate action or actions may be brought and prosecuted against Guarantor whether action is brought against Customer or any other person, or whether Customer or any other person is joined in any such action or actions.

5. Each Guarantor authorizes Double AA, without notice to or demand on any Guarantor, and without affecting any Guarantor's liability hereunder, from time to time (1) to alter, compromise, renew, extend, accelerate, or otherwise change the time for payment of, or otherwise change the terms of, the Customer Obligations or any portion thereof; (2) to take and hold security for the payment of this Guaranty or the Customer Obligations or any portion thereof, and exchange, enforce, waive, subordinate, or release any of that security; (3) to apply any of that security and direct the order or manner of sale thereof, including a non-judicial sale permitted by the terms of the controlling security agreement or deed of trust, as Double AA in its sole discretion may determine; (4) to release or substitute any one or more of Guarantors, or the endorsers or any other guarantors of the Customer Obligations, or any portion thereof, or any other party thereto; and (5) to apply payments received by Double AA from Customer to any Customer Obligations in the order that Double AA determines in its sole discretion as provided in the Credit Agreement, and each Guarantor waives any provision of any law regarding application of payments that specifies otherwise.

6. Each Guarantor represents and warrants to Double AA that (1) this Guaranty is executed at Customer's request; (2) neither Double AA nor any other person on behalf of Double AA has made any representation to that Guarantor as to the creditworthiness of Customer; and (3) that Guarantor has established adequate means of obtaining from Customer on a continuing basis financial and other information pertaining to Customer's financial condition. Each Guarantor shall keep itself adequately informed from those means of any facts, events, or circumstances that might in any way affect that Guarantor's risks hereunder. Each Guarantor agrees that Double AA has and will have no obligation to disclose to that Guarantor any information about Customer that is acquired by Double AA in any manner.

7. No Guarantor's obligations under this Guaranty will be discharged, waived, released, impaired, or otherwise affected due to (1) any renewal, extension, or modification of the Credit Agreement or the Customer Obligations; (2) any extensions of credit under the Credit Agreement in excess of any credit limit from time to time in effect with respect thereto; (3) any forbearance, delay, or failure in collecting or enforcing any Customer Obligations, any obligations of any other Guarantor hereunder, or any rights or remedies of Double AA under the Credit Agreement, this Guaranty, or applicable law, including as to any collateral for any Customer Obligations; (4) any failure to perfect, or to maintain the perfection of, any security interest in any of that collateral; (5) the release by Double AA, or the unenforceability for any reason, including discharge as a result of bankruptcy or dissolution or liquidation, of Customer from its obligations under the Credit Agreement or of any other Guarantor from its obligations hereunder; or (6) the death of that or any other Guarantor.

8. Each Guarantor waives all legal and equitable rights and defenses, whether statutory or otherwise, including the right to require marshaling of assets, available to it as a surety. Each Guarantor waives any and all right to subrogation against Customer for amounts paid to Double AA under this Guaranty. Without limiting the generality of any of the foregoing, each Guarantor waives that Guarantor's rights of subrogation, reimbursement, indemnification, and contribution and any other rights and defenses that are or may become available to that Guarantor by reason of California Code of Civil Procedure Sections 2787 to 2855, inclusive. Each Guarantor waives all rights and defenses that that Guarantor may have because Customer's debt is secured by real property. This means, among other things: (1) Double AA may collect from any Guarantor without first foreclosing on any real or personal property collateral pledged by Customer; and (2) if Double AA forecloses on any real property collateral pledged by Customer: (a) the amount of the debt may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price; and (b) Double AA may collect from each Guarantor even if Double AA, by foreclosing on the real property collateral, has destroyed any right the Guarantors may have to collect from Customer. This is an unconditional and irrevocable waiver of any rights and defenses the Guarantor may have because Customer's debt is secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based upon California Code of Civil Procedure Sections 580a, 580b, 580d, or 726. Each Guarantor waives all rights and defenses arising out of an election of remedies by Double AA, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed that Guarantor's rights of subrogation and reimbursement against Customer by the operation of California Code of Civil Procedure Section 580d or otherwise.

9. Notwithstanding the full payment of all Customer Obligations or receipt of any revocation of this Guaranty, this Guaranty will remain in full force and effect or be reinstated with respect to all Customer Obligations if, in any court proceeding, including a bankruptcy case in which Customer or any Guarantor is the debtor, an order or judgment is entered compelling Double AA to return or refund any payment made with respect to any Customer Obligation or any obligation of any Guarantor hereunder.

10. Each Guarantor waives all notices, demands for payment, presentment, protest and notice of protest as to each and every obligation of that Guarantor to Double AA under this Guaranty. Each Guarantor hereby subordinates any indebtedness of Customer now or hereafter held by that Guarantor to the Customer Obligations.

11. This Guaranty binds the heirs, administrators, representatives, successors, and assigns of each Guarantor and inures to the benefit of and may be enforced by any successor or assignee of Double AA.

12. If any obligations of any Guarantor under this Guaranty are referred to an attorney for collection, Guarantors (jointly and severally) shall in addition to all other amounts due hereunder pay Double AA the costs and expenses of collection, including reasonable attorneys' fees and costs.

13. The laws of the State of California apply to interpretation and enforcement of this Guaranty and to any dispute arising hereunder, whether based in contract, tort, statute, or otherwise, all without regard to any conflict or choice of laws principles. This Guaranty is made and is to be performed in San Mateo County, California. If any litigation is commenced arising out of or under this Guaranty, the sole and exclusive venue for resolution of thereof will be in either the California Superior Court for the County of San Mateo or the United States District Court for the Northern District of California. Customer irrevocably submits to the jurisdiction of these courts and irrevocably agrees those these venues selections, which selections are intended to be mandatory, and waives all right to seek venue elsewhere for these matters.

[Continued on Following Page]

14. Facsimile and scanned signatures shall have the same force and effect as original signatures.

15. This Guaranty will be effective when the Credit Agreement has been approved and accepted by Double AA as provided in the Credit Agreement. Notice of that effectiveness will not be provided by Double AA to Guarantors.

Date: _____

Date: _____

[sign] _____

[sign] _____

Print Guarantor Full Name: _____

Print Guarantor Full Name: _____

Date: _____

Date: _____

[sign] _____

[sign] _____

Print Guarantor Full Name: _____

Print Guarantor Full Name: _____

ACCEPTANCE

Below section for Double AA Corporation use Only:

Double AA hereby accepts and approves the foregoing Credit Agreement with Customer.

Double AA Corporation, a California corporation

Date: _____

By: _____

Initial Credit Limit: \$ _____

Wisfe Aish
President