

Checklist

Please ensure the application includes the following

	Credit Application
	Proper Verification as specified on page 7
	Three months of bank statements for all accounts listed on page 4
	Personal Guarantee signed and Notarized
	Provide necessary financial information as requested on page 5
	Cash Deposit
	Dealer transfer fee if applicable
	Proper Insurance verification as required from RFL or RSA
	EFT Form and voided check
	Sellers Permit
	W9
	Full Resume or background of experience

Business Information.

The following information is submitted as of _____, _____.
 All decisions with respect to the extension or continuation of credit shall be at the sole discretion of Anabi Oil Corporation.

BUSINESS TYPE:
 SOLE PROPRIETOR
 (complete section 1) and
 pages 2, 3, 4 & 5)

**PARTNERSHIP OR
 LIMITED LIABILITY COMPANY (LLC)**
 (complete sections 1 & 3)
 each partner or principal must
 complete pages 2, 3, 4, & 5)

CORPORATION
 (complete sections 1 & 2)
 attach fiscal year-end financial
 statements for the last two
 years – each principal must
 complete pages 2, 3, 4, & 5)

SECTION 1

BUSINESS NAME [MAY NOT CONTAIN THE WORD "SHELL"]

DOING BUSINESS AS

FEDERAL I.D. NO. OR SOCIAL SECURITY NUMBER

BUSINESS ADDRESS **SINCE (DATE)**

CITY **STATE** **ZIP CODE**

() _____
BUSINESS PHONE

() _____
CELL PHONE

() _____
FAX NUMBER

MAILING ADDRESS (IF DIFFERENT FROM ABOVE)

CITY **STATE** **ZIP CODE**

**DATE BUSINESS BEGAN, OR, IF CURRENTLY A PARTNERSHIP, LLC
 OR CORPORATION, DATE FORMED OR INCORPORATED**

SECTION 2

STATE IN WHICH CORPORATION WAS CHARTERED

DATE

**NAME, TITLE AND PERCENTAGE OWNERSHIP OF EACH
 PRINCIPAL:**

SECTION 3

TYPE OF PARTNERSHIP:
 GENERAL PARTNERSHIP
 LIMITED PARTNERSHIP
 LIMITED LIABILITY PARTNERSHIP
 LIMITED LIABILITY COMPANY

**LIST EACH PARTNER'S OR MEMBER'S NAME AND PERCENTAGE
 OWNERSHIP BELOW.**

Appraisal of credit responsibility is partially judged
 on information given on the enclosed forms. It is
 therefore very important that the credit department
 be furnished with all available facts requested on the
 enclosed forms, without alteration, which may assist
 in the proper credit analysis of the account.

Bank & Trade References

BANK REFERENCES FOR BUSINESS ENTITY

Attach additional sheet if necessary.

BANK NAME

BANK ADDRESS

CITY STATE ZIP CODE

()

PHONE NO.

BANK CONTACT: NAME OF LOAN OFFICER & TITLE

CHECKING ACCOUNT NO.

SAVINGS ACCOUNT NO.

LOAN ACCOUNT NO.

LOAN ACCOUNT NO.

BANK NAME

BANK ADDRESS

CITY STATE ZIP CODE

()

PHONE NO.

BANK CONTACT: NAME OF LOAN OFFICER & TITLE

CHECKING ACCOUNT NO.

SAVINGS ACCOUNT NO.

LOAN ACCOUNT NO.

LOAN ACCOUNT NO.

TRADE REFERENCES (OF EXISTING BUSINESS)

Attach additional sheet if necessary.

List Trade References from which applicant is buying, including last petroleum supplier, if applicable.

TRADE NAME

STREET ADDRESS

CITY STATE ZIP

CODE

()

()

PHONE NO.

FAX NO.

ACCOUNT NO.

CONTACT

TRADE NAME

STREET ADDRESS

CITY STATE ZIP

CODE

()

()

PHONE NO.

FAX NO.

ACCOUNT NO.

CONTACT

TRADE NAME

STREET ADDRESS

CITY STATE ZIP

CODE

()

()

PHONE NO.

FAX NO.

ACCOUNT NO.

CONTACT

Attach last 3 months' statements from each financial institution and account listed above.

Pertinent information and remarks: It is very important that the credit department be furnished with all available facts that may assist in the proper analysis of this application. I hereby authorize Anabi Oil Corp to contact bank, trade reference and credit agencies for required credit information now and in the future.

I agree to notify Anabi Oil Corp by certified mail of any changes in ownership or the legal status/structure of the business named in section 1 of page 2 and described throughout this Credit Application. The undersigned certifies that the information contained in this Credit Application is true and correct.

APPLICANT SIGNATURE

DATE

Current Assets & Liabilities

Please attach signed personal and/or business financial statements as appropriate. If none are available, complete this form. If existing corporation, substitute your most recent and last two years fiscal year-end financial statements.

Statement made to Anabi Oil Corporation as a basis of credit.

Financial condition as of _____, _____.

Name _____ PROPRIETORSHIP PARTNER PRINCIPAL OR MEMBER

CURRENT ASSETS

CASH & CD's: \$ _____

STOCKS & SECURITIES: \$ _____
(ATTACH SCHEDULE)

ACCOUNTS RECEIVABLE – BUSINESS: \$ _____
(WHAT YOUR CUSTOMERS OWE YOU)

NOTES RECEIVABLES-RELATIVES & OTHERS: (SHORT-TERM) \$ _____

INVENTORY – BUSINESS: \$ _____

LIFE INSURANCE CASH VALUE: \$ _____

OTHER CURRENT: \$ _____
(ATTACH SCHEDULE)

TOTAL CURRENT ASSETS: \$ _____

FIXED ASSETS

BUSINESS REAL ESTATE: \$ _____
(ATTACH SCHEDULE)

BUSINESS EQUIPMENT: \$ _____
(ATTACH SCHEDULE)

BUSINESS-OTHER: \$ _____
(ATTACH SCHEDULE)

HOME: \$ _____
(CURRENT VALUE)

TRUCKS & CARS: \$ _____

OTHER PERSONAL: \$ _____
(ATTACH SCHEDULE)

NOTES RECEIVABLE – RELATIVES & OTHERS: (LONG-TERM) \$ _____

TOTAL FIXED ASSETS: \$ _____

TOTAL ASSETS: \$ _____

LIABILITIES

REAL ESTATE MORTGAGE—RESIDENCE: \$ _____
(MONTHLY \$ _____)

REAL ESTATE MORTGAGE—OTHERS: \$ _____
(MONTHLY \$ _____)

NOTES PAYABLE BANKS & FINANCIAL INSTITUTION-SECURED: \$ _____
(MONTHLY \$ _____)

LOANS FROM RELATIVES & OTHERS: \$ _____
(MONTHLY \$ _____)

CREDIT CARD DEBT: \$ _____
(MONTHLY \$ _____)

OTHER LIABILITIES \$ _____
(MONTHLY \$ _____)

TOTAL LIABILITIES: \$ _____

TOTAL ASSETS LESS TOTAL LIABILITIES \$ _____

The undersigned certifies that the foregoing information is true and correct and that the information contained in this Credit Application is true and correct.

SIGNATURE

DATE

Personal Data Release Authorization

To Whom It May Concern:

I hereby authorize and request any governmental agency, present or former employer, school, court, police department, financial institution or other persons or entities having personal knowledge about me to furnish bearer with any and all information in their possession regarding me, in connection with an application for retailer status. These investigations might include, but are not limited to, searches of educational institutions attended; financial or credit institutions, including records of loans; records of commercial or retail credit agencies; other financial statements; records of previous employment, including work history, efficiency ratings, complaints and grievances filed by or against me; records and recollections of attorney-at-law or of other counsel, whether representing me or any other person (in either a civil or criminal case in which I have been involved); records from the U.S. Veterans' Administration; criminal history information of file in local, state or federal agencies; and motor vehicle records, and following an employment offer, workers' compensation reports from either the Department of Labor, National Personnel Records or the Industrial Commission or similar agencies under the provisions of the Fair Credit Reporting Act 15, USC section 1681 et seq.

I am willing that a photocopy of this authorization be accepted with the same authority as the original.

DATE

YOUR NAME:

PRINT NAME

SOCIAL SECURITY NUMBER

DRIVERS LICENSE NUMBER

DATE OF BIRTH

CURRENT MAILING ADDRESS

SIGNATURE

IF NAME CHANGED:

PRINT FORMER NAME

Residency Verification Form

Please attach one document from List A and one document from List B

List A

1. **U. S. Passport** (unexpired or expired)
2. **Certificate of U.S. Citizenship** (INS Form N-560 or N-561)
3. **Certificate of Naturalization** (INS Form N-550 or N-570)
4. **Unexpired foreign passport** with I-551 stamp or attached INS form I-94 indicating unexpired employment authorization
5. **Alien Registration Receipt Card** with photograph (INS Form I-151 or I-551)
6. **Unexpired Temporary Resident Card** (INS Form I-688)
7. **Unexpired Employment Authorization Card** (INS Form I-688A)
8. **Unexpired Reentry Permit** (INS Form I-571)
9. **Unexpired Refugee Travel Document** (INS Form I-571)
10. **Unexpired Employment Authorization Document** (INS Form I-688B)
11. **Driver's License or ID card** issued by a state or outlying possession of the United States, provided it contains a photograph or information such as name, date of birth, sex, height, eye color and address
12. **ID Card** issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, sex, height, eye color and address
13. **School ID Card**
14. **Voter's Registration Card**
15. **U.S. Military card or draft record** (including U.S. Coast Guard or Merchant Marine)
16. **U.S. Military dependent's ID card**
17. **Driver's license issued by a Canadian government authority**

List B

1. **U. S. Social Security Card** issued by the Social Security Administration (other than a card stating that it is not valid for employment)
2. **Certification of Birth Abroad** issued by the Department of State (Form FS-545 or Form DS-1350)
3. **Original or Certified Copy of birth certificate** issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
4. **Native American tribal document**
5. **U.S. Citizen ID card** (INS Form I-197)
6. **ID card for use of Resident Citizen** in the United States (INS Form I-179)
7. **Unexpired employment authorization document** issued by the INS

Formal Written Business Plan Outline

Please provide a Formal Written Business Plan using and outline below. Your plan should summarize the sales, merchandising, and operation you envision for your location. Instead of lengthy descriptions, keep you plan simple and concise.

1. Sales Goals

- a. Gasoline
- b. Diesel
- c. Convenience Store items
- d. Car Wash
- e. Other profit centers

2. Gasoline Merchandising

3. Convenience Store / Fast Food

- a. Items to be sold
- b. Inventory level
- c. Inventory auditing procedure
- d. Promotion
- e. Hours of operation

4. Car Wash / Other Profit Centers

- a. Services offered
- b. Technical requirements (personnel)
- c. Inventory auditing procedure
- d. Promotion

5. Personnel Policy

- a. Uniforms
- b. Training
- c. Appearance
- d. Salary Ranges
- e. Store Manager

6. Security

- a. Cash
- b. Credit card
- c. Banking

7. Image Maintenance

- a. Who
- b. What
- c. How
- d. When

PERSONAL GUARANTY OF PAYMENT

Anabi Oil Corporation
1450 N Benson Avenue
Upland, California 91786

For value received, and to induce Anabi Oil Corporation, other affiliated companies, and any assignee or successor-in-interest (hereinafter collectively called "Anabi Oil") to undertake or continue to sell goods, services and/or lease property or enter into other transactions with _____, (hereinafter called the "Debtor"), the undersigned, (hereinafter called the "Surety"), hereby unconditionally and absolutely agrees to make payment directly to Anabi Oil when due of any and all present and future indebtedness and liabilities owed to Anabi Oil by the Debtor and hereby agrees to pay such indebtedness punctually.

The Surety expressly waives notice of acceptance of Guaranty, demands, notices of non-payment and any right to require Anabi Oil to first proceed against the Debtor or exhaust any security held from Debtor or pursue any other remedy in its power whatsoever, and consents to any renewals or extensions of time of payment of all or any of the indebtedness hereby guaranteed.

Surety also hereby waives any claim, right or remedy which Surety may now have or hereafter acquire against the Debtor that arises hereunder and/or from the performance by the Surety hereunder, including without limitation, any claim, right or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right or remedy of Anabi Oil against the Debtor or any security which Anabi Oil now has or hereafter acquires whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

Surety's liability to Anabi Oil hereunder shall continue and remain in full force and effect in the event that all or part of the obligation guaranteed herein is recovered from Anabi Oil pursuant to a claim of preference or fraudulent transfer under applicable federal or state law.

Anabi Oil may at any time and from time to time without notice to or consent of the Surety and without impairing or releasing the obligations of the Surety hereunder: (1) Make any change in the terms of any obligation or liability of the Debtor to Anabi Oil, (2) take or fail to take any action of any kind in respect of any security for any obligation or liability of the Debtor to Anabi Oil, (3) exercise or refrain from exercising any rights against the Debtor or others, or (4) compromise or subordinate any obligation or liability of the Debtor to Anabi Oil including any security therefor. Any other Suretyship defenses are hereby waived by the Surety.

This Guaranty is unlimited as to the amount and time but may be revoked by the Surety effective five days after receipt by Anabi Oil of written notice to that effect, signed by the Surety and either hand delivered or sent by certified U. S. Mail to Anabi Oil at the above address, marked for the attention of the Credit Manager. Such revocation shall not affect any of Surety's obligations under this Guaranty that are existing at the time Anabi Oil receives notice of revocation, whether such obligations are direct or indirect, absolute or contingent, due or to become due.

The Surety shall not assign this Guaranty without the written consent of Anabi Oil and any attempted assignment without said consent shall be void. Furthermore, Surety agrees to immediately notify Anabi Oil if there is a material change in Surety's financial structure or condition.

The Surety will indemnify Anabi Oil for attorney's fees, court costs and other expenses incurred in enforcing this Guaranty. Any sums at any time owing from Anabi Oil to Surety may, at Anabi Oil's option and without prejudice to any of its other rights and remedies, be applied to payment of the indebtedness that is the subject of this Guaranty.

Any provision of this Guaranty that shall be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

If this Guaranty is executed by two or more parties, "Surety" always means all of those parties jointly and severally; and this Guaranty shall be binding on each upon such party's execution hereof, whether or not this Guaranty is then or ever executed by the others. Anabi Oil may sue, settle with or release (wholly or partly) one or more of the Surety-parties without releasing or otherwise affecting the obligations of the other Surety-parties hereunder.

This Guaranty constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between Surety and Anabi Oil with respect to the subject matter hereof. Neither Guaranty nor any of the terms hereof may be terminated, amended, supplemented, waived or modified, except by an instrument in writing signed by the party against which the enforcement of this termination, amendment or supplement, waiver or modification shall be sought.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 20 _____.

NOTARIZED: _____

(Notary Seal)

Surety Name: _____
(Type or Print)

Surety Signature: _____

Home Address: _____

ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me, _____ (insert
name and title of the officer)

personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph
is true and correct.

WITNESS my hand and official seal.

Signature _____

**ELECTRONIC FUND TRANSFER AUTHORIZATION
DEBIT/CREDIT AGREEMENT**

(CUSTOMER NAME)

(TELEPHONE)

(FAX)

(CUSTOMER ADDRESS)

(CITY)

(STATE)

(ZIP)

_____ ("Customer") authorizes Anabi Oil Corporation, or its banking agent ("Company") to initiate debit or credit entries to Customer's bank account indicated below and the bank named below:

BANK NAME _____ BRANCH _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

ABA NO. _____ ACCOUNT NO. _____

TELEPHONE _____

Is this a savings acct? (circle one) YES / NO – if no, attach voided check in the box below.

This authorization is intended to allow Company to make withdrawals or deposits from or to Customer's bank account for varying amounts for rents, service and processing fee charges, credit or other authorization card transactions, product purchases, and other charges, or for reimbursements, payments, or adjustments payable to or by Company.

This authority will remain in effect until the Company receives written notice at 1040 N Benson Ave, Upland, CA 91786 and Customer's bank receives written notice of termination or of any change of bank account number or bank in such time or in such manner as to afford Company and Bank a reasonable opportunity to act on the notice. Customer assumes responsibility for any erroneous information provided in this authorization. Notice of termination in no way affects debit or credit transactions initiated prior to actual receipt of notice.

AUTHORIZED THIS _____ DAY OF _____, YEAR _____

(PRINT NAME)

(TITLE)

(SIGNATURE)

INSERT VOIDED CHECK IN THIS AREA

Use additional blank page if check is larger than this area

CERTIFICATE OF INSURANCE

Compliance Instructions

Please provide your insurance agent with the insurance requirements of these agreements as detailed in the attached agreements.

Request a Certificate of Insurance be sent immediately to:

Anabi Oil Corporation
c/o Reem Annabi
1450 N Benson Avenue
Upland, CA 91786

This certificate should name "Anabi Oil Corporation its members, subsidiaries, affiliates and joint venture partners, to the extent of their interest" as additional insured.

If you have any questions regarding compliance with this Certificate of Insurance please call:

(909) 394-4728 x 228 Mrs. Reem Annabi

22. INSURANCE.

(a) Retailer shall maintain, at its sole cost, at all times during the term of this Agreement, the following insurance coverage satisfactory to Seller with limits not less those limits below (the "Insurance"):

(1) Commercial General Liability Insurance unamended or Comprehensive General Liability Insurance with Broad Form CGL endorsement including, but not limited to, Sudden and Accidental Pollution coverage, with limits of \$2,000,000 each occurrence and \$2,000,000 general aggregate. Retailers owning or operating up to and including 3 locations are subject to the minimum limit above. Retailers owning or operating 4 up to and including 5 locations shall amend their policy aggregate to \$3,000,000. Retailers owning or operating 6 or more locations shall amend their policy aggregate to \$5,000,000. Limits in excess of \$2,000,000 may be provided by Excess Liability or Umbrella Liability coverage. As applicable, Retailer shall maintain the following:

(i) Liquor Liability Insurance if Retailer owns or operates the location and alcoholic beverages are sold at the location utilizing endorsement CG 00 33, CG 24 08, or an equivalent;

(ii) Marine Terminal or Wharfingers Liability Insurance if Retailer operates a marine facility. If Retailer supplies the marine facility via watercraft the watercraft exclusion must be deleted or equivalent coverage purchased; and

(iii) Garagekeepers Legal Liability if Retailer has a service bay(s) or a car wash with limits of not less than \$60,000 per occurrence.

(2) Business or Commercial Automobile Liability Insurance covering all vehicles used in the operations of the Retailer with limits not less than \$1,000,000 each accident, such policy to be endorsed with:

(i) MCS-90 when hazardous material transportation is involved;

(ii) Liability coverage for employees test driving customers' automobiles if Retailer has a service bay(s); and

(iii) Garagekeepers coverage if Retailer has a service bay(s) or carwash.

(3) Workers' Compensation Insurance or Longshoremen's' and Harborworkers' Compensation Insurance as required by Laws and regulations applicable to, and covering, employees of Retailer during the term of this Agreement.

(4) Employers' Liability Insurance protecting Retailer against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of \$1,000,000 Each Accident, \$1,000,000 Disease-Policy Limit; \$1,000,000 Disease-Each Employee.

(b) Retailer shall assure that the Insurance policies: (1) provide a waiver of subrogation in favor of Seller where permissible by Law; (2) allow for the separation of insureds; and (3) provide for written notice of cancellation or material change. Notice of cancellation or change will not affect the Insurance until 30 days after Seller receives written notice. Any deductible or retention of insurable risks will be for the Retailer's account.

(c) Retailer shall assure the Insurance required in this article and evidence of the Insurance issued to Retailer names Seller and its members, subsidiaries, affiliates and joint venture partners, to the extent of their interest, as additional insureds, without regard to the allocation of liability provisions contained in this Agreement, to the extent of any claim, loss or liability within the scope of the required Insurance. The parties intend that, to the extent of their interest, the status of Seller and its members, subsidiaries, affiliates and joint venture partners as additional insureds will not be limited by the indemnity obligations under this Agreement or otherwise. Retailer shall secure from its insurance companies and provide to Seller, for all required Insurance, an additional insured endorsement without restrictions.

(d) At the time of execution of this Agreement, and upon request during the term of this Agreement, Retailer shall provide Seller with evidence of Insurance that Retailer is in compliance with Seller's Insurance requirements. Retailer's failure to provide evidence of the Insurance or to purchase Insurance coverage in compliance with this article will not relieve Retailer of its obligations in this article.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
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 (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity’s name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner’s name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner’s name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

Anabi Oil Corporation

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District

of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.