

| For Office Use Only               |                    |
|-----------------------------------|--------------------|
| <input type="checkbox"/> Approved | Salesperson: _____ |
| Terms: _____                      | Customer #: _____  |
| <input type="checkbox"/> C.B.D.   | Date: _____        |

| APPLICANT INFORMATION  |  |  |   |                                   |                          |
|--|--|--|---|-----------------------------------|--------------------------|
| First Name   |  | Middle Initial   |   | Last Name                         |                          |
| Date of Birth  |  |  | Home Phone  |                                   | Social Security #        |
| Mailing Address  |  | City   |   | State                             | ZIP                      |
| How long?<br>Yrs.      Mos.  |  | <input type="checkbox"/> Own <input type="checkbox"/> Buying <input type="checkbox"/> Rent<br><input type="checkbox"/> Other |   | Mortgage/Rent                     | Mortgage Lender/Landlord |
| Delivery Address/City/State ZIP (if different than Mailing)  |  |  | Former Address/City/State/ZIP (if less than 3 yrs in current)   |                                   |                          |
| Present Employer   |  | Position   |   | Employer's Address/City/State/ZIP |                          |
| How long Employed<br>Yrs.      Mos.  |  | Business Phone ( )   |   | Present Gross Salary \$ Per       | Other Income \$ Per      |
| Have you ever filed for Bankruptcy?<br><input type="checkbox"/> Yes <input type="checkbox"/> No      If Yes, when: _____ |  |  | Have you ever had a Judgment entered against you?<br><input type="checkbox"/> Yes <input type="checkbox"/> No      If Yes, when: _____ By Whom: _____ |                                   |                          |
| Name of your Bank  |  | Checking Account #   |   | Savings Account #                 | Phone #                  |
| Name, Address & Phone # of nearest relative not living with you:<br>Name: _____ Address: _____ Phone #: _____            |  |  |   |                                   |                          |

| CO-APPLICANT INFORMATION (COMPLETE IF APPLYING FOR A JOINT CREDIT ACCOUNT)   |  |                    |   |                                   |                     |
|--|--|--------------------|---|-----------------------------------|---------------------|
| First Name   |  | Middle Initial     |   | Last Name                         |                     |
| Date of Birth  |  |                    | Home Phone  |                                   | Social Security #   |
| Mailing Address  |  | City               |   | State                             | ZIP                 |
| Present Employer   |  | Position           |   | Employer's Address/City/State/ZIP |                     |
| How long Employed<br>Yrs.      Mos.  |  | Business Phone ( ) |   | Present Gross Salary \$ Per       | Other Income \$ Per |
| Have you ever filed for Bankruptcy?<br><input type="checkbox"/> Yes <input type="checkbox"/> No      If Yes, when: _____ |  |                    | Have you ever had a Judgment entered against you?<br><input type="checkbox"/> Yes <input type="checkbox"/> No      If Yes, when: _____ By Whom: _____ |                                   |                     |
| Name of your Bank  |  | Checking Account # |   | Savings Account #                 | Phone #             |
| Name, Address & Phone # of nearest relative not living with you:<br>Name: _____ Address: _____ Phone #: _____            |  |                    |   |                                   |                     |

| PRODUCTS FOR PURCHASE  |  |   |  |  |   |
|--|--|---|--|--|---|
| <b>Bulk Fuel Deliveries</b>  |  | <b>Propane</b>                                  |  | <b>Kerosene or Furnace Oil</b>           |   |
| <input type="checkbox"/> Routed  |  | <input type="checkbox"/> Routed                 |  | <input type="checkbox"/> Routed          |   |
| <input type="checkbox"/> Will Call   |  | <input type="checkbox"/> Will Call              |  | <input type="checkbox"/> Will Call       |   |
|  |  |   |  | <b>**FUEL COMMANDER NETWORK CARDLOCK</b> |   |
|  |  | <b>Secure Choice Card</b>                       |  | <b># of Cards</b>                        | <b>Convenience Plus Card</b>                    |
|  |  | <input type="checkbox"/> OR Gasoline            |  |  | <input type="checkbox"/> OR Gasoline            |
|  |  | <input type="checkbox"/> OR Diesel All Tax      |  |  | <input type="checkbox"/> OR Diesel All Tax      |
|  |  | <input type="checkbox"/> OR Diesel PUC          |  |  | <input type="checkbox"/> OR Diesel PUC          |
|  |  | <input type="checkbox"/> OR Dyed Diesel         |  |  | <input type="checkbox"/> OR Dyed Diesel         |
|  |  | <input type="checkbox"/> CA All Products        |  |  | <input type="checkbox"/> CA All Products        |
|  |  | <input type="checkbox"/> CA Diesel All Tax      |  |  | <input type="checkbox"/> CA Diesel All Tax      |
|  |  | <input type="checkbox"/> CA Dyed Diesel         |  |  | <input type="checkbox"/> CA Dyed Diesel         |
|  |  | <input type="checkbox"/> CA Farmer Clear Diesel |  |  | <input type="checkbox"/> CA Farmer Clear Diesel |
| <b>Ed Staub &amp; Sons also offers a wide range of other products:</b>   |  |   |  |  |   |
| *Lubricants  |  | *Fireplaces                                     |  | *Water Heaters                           |   |
| *Heaters   |  | *Stoves   |  | *Home Appliances                         |   |
|  |  |   |  | *Asphalt Seal Coating                    |   |
|  |  |   |  | *Dust Control                            |   |
| *Please contact your local Ed Staub branch for additional details  |  |   |  |  |   |
| **All fuel access card applicants must sign the "Additional Terms Of Cardlock" agreement. Oregon customers must complete the State Fire Marshal paperwork. |  |   |  |  |   |
| <b>Secure Choice Card</b> -Restricted to fueling at FUEL COMMANDER NETWORK (FCN) cardlock sites and participating FCN Convenience Stores                   |  |   |  |  |   |
| <b>Convenience Plus Card</b> -Accepted at FCN cardlock sites, participating FCN Convenience Stores and the Voyager Network                                 |  |   |  |  |   |

| STATEMENT AND INVOICE OPTIONS  |   |
|--|---|
| <input type="checkbox"/> Paperless Statement & Invoices Via E-Mail      E-Mail Address: _____<br><input type="checkbox"/> Paperless Statement & Invoices retrieval from our website (visit <a href="http://www.edstaub.com">www.edstaub.com</a> and click on "My Account to set up online access")<br><input type="checkbox"/> Paperless Statement & Invoices by both E-Mail and retrieval from our website<br><input type="checkbox"/> Paper Statements sent to mailing address |   |
| Applicant(s) agree to personally guarantee all charges with Ed Staub & Sons and assert all information provided above is true and correct.   |   |
| X _____ Date ____/____/____  | X _____ Date ____/____/____                       |
| Applicant's Signature (required)   | Co-Applicant's Signature (required if applicable) |
| PAGES 2 & 3 MUST BE COMPLETED AND SIGNED   |   |

**ED STAUB & SONS PETROLEUM, INC.**  
**ACCOUNT TERMS AND CONDITIONS OF CREDIT**

This Account Agreement (“Agreement”) spells out the terms and conditions of your credit agreement with Ed Staub & Sons Petroleum, Inc. (Creditor ESS). In this Agreement, the word “you” and “your” means you and any and all individual(s), persons, firms, partnerships or corporations that apply for, sign, accept, use, retain or authorize the use of your ESS Account (“Account”). The words “we”, “our”, and “us” mean Ed Staub & Sons Petroleum, Inc. (ESS). The terms and conditions imposed in this Agreement are in consideration of our extending credit at your request. All extensions of credit by ESS to the applicant shall be subject to the terms and conditions of this Agreement as hereinafter set forth:

**Promise to Pay** Applicant promises to pay us for all goods and services purchased on Account, plus any finance charge or other amounts or charges which may be due.

**Continued Use of Account or Cardlock** Continued use of account or cardlock after the effective date of any change in account terms constitutes acceptance of new terms.

**Liability of Each** If more than one person has signed or is otherwise bound by the terms of this agreement or uses the account, then each person will be jointly and severally liable for all sums due under this Agreement. If the signer authorizes anyone else to use the account the signer of the account will be liable for all credit extended to him or her. All terms and conditions of this agreement and/or guaranty are intended to cover all accounts and branch accounts of account holder(s), whether set up now or in the future.

**Payment Terms COD (cash on delivery) CBD (cash before delivery) or Upon credit approval** All purchases made on credit must be paid on or before the invoice due date. Credit privilege will be suspended on any account not meeting our terms, until the balance due is paid in full. Any amount due on Account will be shown as ‘Amount Due’ as shown on the Statement. Security and/or Current Financial Statements may be required from any account at anytime.

**Credit Information** By executing this agreement, you specifically authorize ESS to obtain and review a copy of your credit report; however, ESS will keep the credit report confidential and not disclose or disseminate the report to any other individual or entity. You authorize ESS to obtain a current credit application in connection with any updates, renewals, or further extension of credit or collection efforts if account becomes delinquent,

**Changes of Terms; Cancellation** We can change the terms of our agreement at any time by giving notice of the change at the last known address or as otherwise allowed by law. Retention or continued use of Account or Cardlock after the effective date of the change will constitute acceptance of new terms. If you do not agree to the change, you may end the Agreement by notifying us before the effective date of the change, returning all cardlock cards, tanks (a pickup fee maybe charged) or products and paying what is owed under the terms of this Agreement. Except where the law requires prior written notice, we may at any time limit or terminate your account, or use of your cardlock card(s), without giving you notice. Any card, tank or product we issue to you remains our property and you agree to return it upon request and pay what you owe under this Agreement. If you authorize someone else to use your Account or card(s), you agree to recover the card(s) or products if you cancel that person’s authority and pay the balance owing.

**Change of Address** If you move, you agree to give us your new address so we may change our records. If mail is returned with no forwarding address and we have not been notified, we reserve the right to stop credit and enforce payment for any amounts then owing plus applicable interest.

**Default** You will be in default under this Agreement if any of the following occurs: (a) customer fails to pay any sum due on due date; (b) customer fails to comply with repayment terms or any other terms or conditions in writing or verbal; (c) customer has been found to have provided us with false information or signatures at any time or makes misrepresentation to us in applying for credit; (d) in the event of death or insolvency; (e) you have filed a petition or commenced any proceeding under the Federal Bankruptcy Code or any state bankruptcy or insolvency statute by or; (f) anything happens that reasonably indicates to us, in ESS’s sole discretion, that customer may be unable or unwilling to repay amounts due under this Agreement.

**Statement** Each month in which there is a debit on an account of more than \$5.00 or a finance charge has been imposed a statement will be generated. This statement will show, among other things, any charges for goods or services purchased during that billing period. Customer agrees to pay the “Amount Due” as shown on the statement. You agree you will notify ESS in writing within 30 days from the date of your statement if you have a dispute on any charge. Failure to do so within 30 days will result in waiving your right to dispute the charge(s).

**Finance Charges** A monthly finance charge of 1.5% will be assessed on the balance of your account subject to finance charges. This corresponds to an Annual Percentage Rate of 18%. We figure the finance charge on your Account by applying the periodic rate to the “adjusted balance” of your account on the last business day of the monthly billing cycle and subtracting any payments and credits received during the present billing cycle

**Entire Balance Due** If you default under the terms of this Agreement, or if you otherwise breach this Agreement or any other agreement with ESS, whether written or oral, we may terminate the Agreement or any other agreement and declare the entire balance due and payable at once without notice or demand. We may refuse to decline a particular event to be default, but our refusal to do so does not bind us if a similar or different event occurs thereafter. ESS reserves the right not to extend any credit or make any sales of goods or services. ESS reserves the right to refuse or restrict delivery at any time upon non-payment of any outstanding balances.

**Collection Costs** If the account is placed in the hands of an attorney for collections, the debtor shall be responsible for any legal costs incurred whether or not action is filed. Should an action be filed, the debtor shall be responsible for all attorney’s fees and costs incurred both at trial and on appeal. In the event that any legal action is required to collect on this account ESS will determine venue for such matters and by your signature below, you explicitly consent to any such venue. Additionally, if your account is placed with a collection agency, you agree to pay all collection agency fees in addition to all other amounts owed to ESS.

**Return Check Charges** If for any reason a check submitted to ESS to pay on account, is returned unpaid, customer agrees to pay ESS in full, the amount owed, including returned check and our service charge of \$25.00. ESS reserves the right to assess a service charge of \$35.00 for each additional returned check after the initial returned check. This service charge will be assessed against each check returned unpaid from the Bank. If a check is received unpaid, we reserve the right to require cash or cashiers check for all future purchases. If two or more checks are returned within a one year-period your account may be cancelled and your access card(s) invalidated from the Network. Along with this account agreement, Cardlock Customer agrees to be bound by the cardlock agreement. Propane Customer agrees to be bound by propane service agreement.

**Product Spill** In the event a product(s) spill occurs, Customer shall take immediate action to arrest the spill, contain and clean up spilled product, and prevent any resulting damage. Such action must include fire prevention and control, containment to prevent damage to water or waterways, and collection of the product(s). All customers’ personnel who have occasion to utilize products provided by ESS shall receive instruction in its use and in the correct methods of alleviating any product spill, which may result. Any agents employed by customer to utilize the card system shall be required to employ for such purpose only personnel who have received similar instruction. Customer shall promptly notify local authorities and company of any spills. Company may supervise and direct the clean-up operations and Customer’s personnel shall cooperate with Company’s personnel and/or Company’s agent in all such activities. If a spill resulted from any act or failure to act on the part of Customer’s personnel or agents, Customer shall be responsible for all costs and expenses incurred for loss of product or for clean-up operations, including reimbursement to Company for Company’s costs and expenses. Customer shall pay any fines or penalties imposed against Customer by any governmental agency as a result of a product spill.

**Customer Agrees** Customer agrees to indemnify, defend or hold ESS, its agents and employees, free and harmless from and against all expenses, liability and claims for damage to property (including Customer’s property) and injury to or death of persons (including Customer, Customer’s agents and employees) directly arising out of or in anyway connected with the use of said Cardlock facility by Customer.

**Customers may have credit limits based on past credit history.** Applicant represents the information set forth in this application and Agreement is true and complete to the best of applicant’s knowledge, and that any changes in the information regarding the applicant will be immediately reported to ESS. Applicant further represents that it knows of no material information not disclosed in this application and Agreement which if known to ESS could materially affect the decision of ESS in the extension of credit. All terms and conditions of this Agreement and/or Guaranty are intended to cover Purchaser’s account as well as all of Purchaser’s branch accounts, whether set up now or in the future.

By signing below, applicant(s) acknowledge understanding and acceptance of ESS Account Terms and Conditions.

X \_\_\_\_\_  
Applicant Signature (Required)

Date \_\_\_/\_\_\_/\_\_\_

X \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_  
Co-Applicant’s Signature (Required if Applicable)