

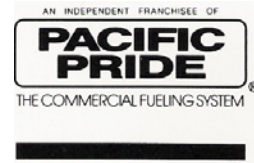


Wichita Falls 940-723-7871
 Archer City 940-574-4622
 Aledo 877-483-2233

H & C FUELS, LLC

P.O.Box 1066
 Archer City, TX 76351

1-800-766-0016
 Fax 940-574-2523



COMMERCIAL CREDIT APPLICATION

Company Name:		
Address:		
Mailing Address:		
Business Phone #	Alternate #	Fax
Check appropriate box and provide information as requested: Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other:		Years in Business
Federal ID #		Dunn & Bradstreet #
Please list the names and titles of corporate officers:		
Partner – Name/ Title	SSN #	Office Ph # () Cell Ph # ()
Partner – Name/ Title	SSN #	Office Ph # () Cell Ph # ()
Have you ever filed bankruptcy? (Spouse also if an officer.) Yes <input type="checkbox"/> No <input type="checkbox"/> Personal <input type="checkbox"/> Business <input type="checkbox"/>	If so, when?	Where: City/State
REFERENCES		
Bank Name & Branch:	Address	Phone # () Contact Name:
Trade Reference:	Address	Phone # () Contact Name:
Trade Reference:	Address	Phone# () Contact Name:
Current Petroleum Provider:	Address	Phone # () Contact Name:
Estimated Monthly Usage: gallons	Credit Limit Requested:	
Accounts Payable Contact Name:	Phone # ()	Fax # ()
PacPride FLEET FUEL CARD SECTION (complete only if applicable)		
Designated Fleet Contact. (This is the person authorized to order new cards or initiate card changes.)	Office Phone ()	Cell Phone ()
Alternate Fleet Contact Person:	Office Phone ()	Cell Phone ()
I authorize this organization to request a consumer and business credit report for purposes of determining my current and continued credit worthiness. The permissible purpose(s) for which the report is being obtained certifies the report will not be used for any other purpose and will remain confidential. I understand that this organization will be requesting a consumer credit and business report in conjunction with this commercial business application. I release all such persons from any liability or damages that may be incurred as a result of such an inquiry or furnishing of such information. I certify that the information on this application is true and complete. Additionally, I agree to all of the terms as outlined on page two of this application.		
Printed Name: (must be owner)	Title:	
Signature:	Date:	

Continued on Next Page

“BUSINESS AGREEMENT”

IT IS SPECIFICALLY UNDERSTOOD AND AGREED that the terms of the sale as shown below and on the invoices submitted to the CUSTOMER hereunder, shall be considered the GENERAL AGREEMENT between the parties, and that all sales and/or transactions between CUSTOMER and SELLER shall be covered thereby.

1. It is acknowledged and agreed that interest at the lesser of 18% per annum or the highest legal rate applicable to CUSTOMER, as an individual or corporation, as the case may be, and permitted by Texas law, will be charged on all balances unpaid after 30 days from the date said amounts are accrued. In no event shall this agreement or any invoice or document promulgated pursuant to the sales hereby contemplated be deemed, construed or applied to violate the usury laws of the State of Texas; and all charges shall be limited thereby.

In the event of default and referral to any attorney or collection agency, CUSTOMER agrees to pay all cost of collection, including reasonable attorney fees.

2. All bills, invoices, charges, claims and accounts hereunder are specifically payable in Archer City, Archer County, Texas where this contract is performable, in whole or in part, and where jurisdiction and venue hereunder will lie. We reserve the right to investigate applicants credit record.

3. It is further agreed that CUSTOMER will immediately notify SELLER if any material change occurs that reduces the means and/or ability to the CUSTOMER to pay all claims or demands against CUSTOMER.

CUSTOMER represents and agrees that the purchases made hereunder are for business use.

ACCOUNTS ARE PAYABLE TO:

**H & C FUELS, LLC
P.O.BOX 1066
ARCHER CITY, TX. 76351**

CUSTOMER: _____

BY: _____

TITLE: _____

The payment of this account is personally guaranteed by _____ .

PLEASE SIGN

ADDITIONAL TERMS OF CARDLOCK USE

- 1) Purchases will be for vehicles owned and/or operated by the Purchaser for commercial use.
- 2) This access card is used to initiate a Pacific Pride or AmeriNet transaction to obtain fuel or other services offered through the cardlock system. This access card is not a credit card. Therefore the federal \$50 liability limit for credit cards will not apply to these network fueling access cards. Please note that issuance of credit to the Purchaser is independent of the process for issuing a network access card.
- 3) Minimum purchase of 2,400 gallons of fuel per year from all fuel sources is required if CLASS I FLAMMABLES (gas) are purchased.
- 4) In the event that any legal action is required to collect on this account, Supplier will determine venue for such legal matters.
- 5) Purchaser shall be responsible for all purchases by Purchaser or any other persons using cardlock cards issued to Purchaser, regardless of whether use by another person is authorized or is fraudulent. The Purchaser will immediately notify the Supplier if a card is lost, stolen or misused. The Purchaser agrees that they will not have the PIN#/security access code on or near the card should it become used fraudulently.
- 6) The Purchaser agrees to be responsible for any spills or fueling facility/equipment damage whether accidental or due to negligent use.
- 7) The Purchaser agrees that they have 30 days from their billing statement to dispute any charge(s) noted within that statement.
- 8) If there is any change in the ownership of Purchaser or if substantially all of the assets of Purchaser are sold, Purchaser shall promptly notify Supplier of such sale and Supplier shall have a lien on all the assets of Purchaser and a lien on the proceeds of such sale to secure payment of all outstanding sums owing to Supplier.
- 9) Purchaser represents that it and any person using the cardlock cards delivered to Purchaser are and shall be aware of the proper use of the cardlock system and shall use safe practices in compliance with the regulations of local Fire Code in the handling of the fuels dispensed from the cardlock system. The Purchaser agrees to indemnify and hold Supplier harmless from any claims and costs including, but not expressly limited to, those for bodily injury and property damage, which may occasioned by the negligence of misuses of the cardlock system by Purchaser or any person using the cardlock cards, delivered to Purchaser hereunder.
- 10) Supplier shall use its best efforts to maintain the cardlock system in good working order and condition at its expense provided however Supplier shall not be responsible for damage of loss which may result from its failure to provide fuel or the failure of the cardlock system in any manner whatsoever Purchaser agrees that it and any person using the cardlock cards delivered to Purchaser shall promptly notify Supplier of any malfunctioning of the cardlock system of which Purchaser or such person is aware.
- 11) Purchaser's right to purchase fuel through the cardlock system may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with Supplier. Upon termination, Purchaser agrees to immediately surrender all cardlock cards issued to Purchaser and to immediately pay all outstanding sums owing to Supplier. Supplier shall refund any deposit to Purchaser when all cards are returned and all amounts owing to Supplier are paid in full.
- 12) In the event of any breach of any of the terms of this agreement or any other agreement between Purchaser and Supplier, including but expressly not limited to failure to pay sums owing Supplier when due, then in addition to any other sums due or payable to Supplier by Purchaser, Purchaser agrees to pay the reasonable attorney fees and costs incurred by Supplier in the enforcement of Supplier's rights even though no suit or action is filed and if suit or action is filed to enforce the rights of the Supplier then such further sums as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action in addition to all other sums provided by law.
- 13) All terms and conditions of this Agreement and Guaranty are intended to cover Purchaser's account as well as all of Purchaser's other branch or regional accounts, whether set up now or in the future.
- 14) Purchaser has two payment options: **Option I** is a 15-day Pay Option requiring ACH Debit and offers a 1.3% Discount. A statement of purchases from the 1st through the 15th is faxed or emailed on the next business day and Purchaser's account is drafted two days later. A second statement of purchases from the 16th through the end of the month is faxed or emailed the first business day of the next month, and the Purchaser's account is drafted two days later. **Option II** is a monthly billing plan that requires an ACH Debit and offers no discount. A statement of purchases for the month is faxed or emailed on the first of the month following the purchases. Purchaser's account is drafted on the 10th of the month.
- 15) A \$40 handling fee is charged for all insufficient ACH debits and the cardlock access card will be deactivated until payment is received in full.

AGREEMENT AND GUARANTY

I have made the attached statement for the purposes of obtaining credit. I certify they are true and authorize you to make a credit investigation. **Billing shall be (select one) Option I: 15-Day / Option II: Monthly by ACH Debit.** THIS AGREEMENT INCLUDES THE TERMS OF CONDITIONS ON THIS APPLICATION HEREOF. All purchases made on this account will be for commercial use. I agree to all of the terms as outlined above under the "Additional Terms of Cardlock Use".

Company Name: _____

Signed by : _____ Printed Title: _____

Printed Name: _____ Date: _____

FOR MAXIMUM SECURITY, DO NOT PUT YOUR PIN# ON OR NEAR YOUR FUELING CARDS.

Electronic Payments to H & C FUELS, LLC

Below is the Authorization for Direct Deposits (ACH Credits and Debits). If you would like to pay by EFT, please complete the information below:

Account Name: _____
(Please Print)

Your Legal Name: _____ Title: _____
(Please Print)

2nd Owner/Officer if two signatures are required: _____
(Please Print)

I (We) authorize H & C FUELS, LLC, to initiate credit and/or debit entries to my (our) bank account as indicated below at the depository financial institution named below, herein after called DEPOSITORY, and to credit and/or debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Bank Name: _____ Branch: _____

City / State: _____

Transit / ABA Number: _____

Account Number: _____ Checking Savings (check one)

This authorization is to remain in full force and affect until **H & C FUELS, LLC** has received written notice from me (or both of us) of it's termination in such time and in such manner as to afford **H & C FUELS, LLC** and DEPOSITORY a reasonable opportunity to act on it.

Authorizing Signature: _____

2nd Signature if required: _____

Date: _____

*****Please attach a voided check to this authorization form upon submission.*****

Payment Option: 15-Day Pay **or** Monthly Billing

Statement Option: Fax to (_____) _____ **or**

(select one)

Email to _____