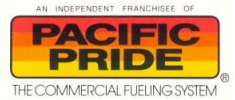




Hunt & Sons LLC

5725 Alder Ave
Sacramento, CA 95828

Return only to: applications@huntnsnsonslc.com
(916) 504-5765



SEE BACK FOR TERMS & CONDITIONS

INFORMATION REGARDING APPLICANT

ACCOUNT TYPE: ☐ WHOLESALE ☐ CARDLOCK ☐ BOTH I/WE WOULD LIKE TO RECEIVE INVOICES ELECTRONICALLY: Y / N EMAIL:

FIRM'S FULL NAME: PHONE: FAX:

DBA (IF ANY):

MAILING ADDRESS: CITY: STATE: ZIP:

STREET ADDRESS: CITY: STATE: ZIP:

FEDERAL ID# PRIMARY CONTACT: EMAIL ADDRESS:

TYPE OF BUSINESS: ☐ CORPORATION ☐ SOLE PROPRIETORSHIP ☐ PARTNERSHIP ☐ LIMITED PARTNERSHIP ☐ LIMITED LIABILITY COMPANY ☐ OTHER (SPECIFY)

STATE OF INCORPORATION/FORMATION: YEAR ESTABLISHED: CITY DOING BUSINESS IN:

AFFILIATED ENTITIES (E.G., PARENT COMPANY, SUBSIDIARIES, ETC.):

PRINCIPAL INFORMATION

NAMES OF PRINCIPAL OWNERS, DIRECTORS, MANAGERS OR PROPRIETORS (ATTACH ADDITIONAL SHEET IF NECESSARY-EACH PARTY LISTED MUST EXECUTE THIS AGREEMENT AS BUYER ON NEXT PAGE)

NAME: SSN#: TITLE:

HOME ADDRESS: CITY: STATE: ZIP:

HOME PHONE: DRIVER LIC. #: BIRTH DATE: EMAIL:

SPOUSE NAME: SSN#

SPOUSE EMPLOYER: PHONE:

NAME: SSN#: TITLE:

HOME ADDRESS: CITY: STATE: ZIP:

HOME PHONE: DRIVER LIC. #: BIRTH DATE: EMAIL:

SPOUSE NAME: SSN#

SPOUSE EMPLOYER: PHONE:

REFERENCES

BANK NAME: CONTACT NAME: CHECKING ACCT#: SAVINGS ACCT#:

MAILING ADDRESS: CITY: STATE: ZIP: PHONE:

BANK NAME: CONTACT NAME: CHECKING ACCT#: SAVINGS ACCT#:

MAILING ADDRESS: CITY: STATE: ZIP: PHONE:

TRADE REFERENCE: ACCT # PHONE:

TRADE REFERENCE: ACCT # PHONE:

CURRENT FUEL/OIL SUPPLIER: CONTACT NAME: ACCT #: PHONE:

ESTIMATED MONTHLY USAGE: GALLONS: DOLLARS: ACCTS. PAYABLE CONTACT: PHONE:

ARE YOU PRESENTLY A PACIFIC PRIDE OR CFN CARDHOLDER? Y / N WITH WHOM: IF SO, HAVE THE CARD(S) BEEN USED WITHIN THE LAST TWO YEARS? Y / N

HAS APPLICANT, PRINCIPAL, OR ANY AFFILIATED ENTITY EVER FILED BANKRUPTCY? Y / N IF SO, WHEN: WHERE:

SALES REP #: _____ ACCT #: _____
APPROVAL DATE: _____ BY: _____

OFFICE USE ONLY

CREDIT LIMIT: \$ _____
PCAT: _____

CREDIT CHECK INFO:

PERSONAL ☐
BCI ☐
RESALE ☐

SEC STATE ☐
CONTRACT LICENSE ☐
OTHER ☐

HUNT & SONS LLC CREDIT AGREEMENT, TERMS & GUARANTEE

This Credit Application and Terms and Conditions ("**Agreement**") shall, upon Hunt & Sons LLC ("**Seller**") acceptance of this Agreement, constitute a binding contract between Seller and each of the undersigned (together "**Buyer**"). This Agreement sets forth the terms and conditions for the granting of credit to Buyer and for all sales of product to Buyer. In consideration of the opening of a Delivered Fuels/Lubricants, Mobile Fueling or Cardlock account or receiving any fuel cards, Buyer agrees to the following terms in all credit transactions with Seller. Buyer represents warrants and acknowledges that credit extended by Seller will be for business purposes and not for personal, consumer or household purposes. Subject to applicable laws and regulations, Seller may at any time and without notice or liability, reduce or cancel available credit or terminate this Agreement in its entirety. Buyer agrees to pay Seller all amounts authorized or permitted to be charged to or otherwise incurred by reason of Buyer's charge account, including all finance charges, late fees, collection expenses and attorneys' fees and costs. If Buyer consists of more than one person or entity, the obligations and responsibilities of any and all of them hereunder shall be joint and several. It is further agreed that Buyer will be responsible for all charges, including unauthorized charges until Buyer notifies Seller in writing to disable cards. Notice may be given orally but must be confirmed in writing within 24 hours by registered or certified mail. Such notice must include the card number. Buyer agrees to pay for all products delivered through the Commercial Fueling system prior to such written notice. Payment terms are 15 calendar days for cardlock invoices. Delivered Fuel/Lubricants vary. There will be a Regulatory Compliance Fee charged on all invoices. Buyer agrees to review all invoices provided by Seller, and to notify Seller not later than 5 calendar days after the date of each invoice of any errors or disputes with respect to transactions and other information reflected therein. Each statement and the transaction therein shall be binding on Buyer unless a notice of dispute is provided as set forth above. Seller may assess a late fee of 2.5% per month (30% annual rate) on all balances over 30 days. All debts and other obligations of any kind, regardless of credit limit requested or extended, are subject to the terms and conditions of this Agreement. Buyer acknowledges that Security Profiles for automating hard and soft card-use restrictions where applicable, including hours, days of the week and number of gallons, have been explained in detail and understands the risks if the Security Profiles are not used. Hard controls are not available at all sites. Buyer certifies that all employees and/or agents using a card issued in the name of Buyer will be taught proper safety regulations to ensure safe operation at all fueling locations. Buyer will indemnify and hold Seller, its officers, directors, shareholders, landlords, tenants and agents harmless from any liability, claims and costs, attorneys' fees and costs, including but not limited to those for bodily injury and property damage, that may be caused in whole or in part by the use of the access cards by Buyer, its employees and agents and any other person or entity using the access cards delivered to Buyer hereunder. It is expressly understood that Seller has available to it only limited sources of supply for the products which are intended to be made available to Buyer under this Agreement and any access Seller may have is subject to interference, interruption or cessation due to events beyond Seller's control. As a result, Seller does not guarantee the delivery of any product or amounts of product regardless of whether Seller has accepted any order of product from Buyer. Seller may allocate its available supply among its customers as it may decide in its sole and absolute discretion. Written notification must be served on and received by Seller should Buyer wish to limit product deliveries to Buyer. Buyer's obligations under this Agreement shall remain in full force and effect for all indebtedness incurred prior to Seller's receipt of the written notice. The undersigned warrant that the information provided to Seller on the first page of this Agreement is true, correct and complete in all respects and authorize the references listed on the first page of this Agreement to release to Seller information related to Buyer's accounts. The undersigned authorize Seller to secure information regarding Buyer's credit history from any commercial or consumer reporting agency or trade organization and authorize the release of information regarding Buyer's account with Seller to such agencies. All applications will be processed, payments will be received and posted, and records will be maintained at Seller's office. If either party shall bring suit or action against the other for any relief arising out of or related to this Agreement, the prevailing party shall be entitled to receive court costs and reasonable attorneys' fees and costs. Any action to enforce this Agreement shall be maintained in the proper court located in Sacramento County, California. No written notice required prior to litigation. For the purpose of extending credit or of inducing temporary forbearance from collection of accounts of monies due at the time hereof from the person or firm applying for credit, listed on the reverse side hereof, the undersigned hereby absolutely and unconditionally guarantees, on a continuing basis, the performance of the person or firm on the reverse side hereof applying for credit, and to whom credit is extended, including but not limited to the due and prompt payment of all present and future indebtedness, whether secured or unsecured and regardless of how the indebtedness is represented or incurred. The undersigned consents to any extension or alteration of any obligation and guarantees such without prior notice, demand or pursuit of remedies against the party primarily liable. This guarantee shall remain in effect until the undersigned has notified the creditor in writing of its cancellation, but such cancellation shall not alter any obligation of the undersigned arising hereunder prior to receipt of such written notice. The undersigned hereby further agrees to indemnify and save creditor harmless from any loss, damage and expense caused by or arising out of any default on the part of such person or firm, in making payment of any part of all such loss damage and expense. The undersigned further agrees to pay all reasonable costs, expenses, and attorney's fees incurred in the enforcement of this continuing guarantee, or in the enforcement of any obligation as a result of the extension of credit, including but not limited to the collection of any past due indebtedness whether or not suit is filed. Facsimile or electronic signature shall have the same force and effect as original signature. Credit checks may occur at any time if account becomes delinquent. To secure payment of all of Customer's present and future indebtedness owed by Customer to Hunt & Sons, LLC under this Agreement or any ancillary agreements including, but not limited to, promissory notes, amortization agreements, equipment leasing or facility modification agreements at any time during the Term of this Agreement or upon its termination or expiration, Customer hereby grants to Hunt & Sons LLC a security interest in the following, whether now owned or hereafter acquired:

- All of Customer's inventory of petroleum products and other products purchased from Hunt & Sons, LLC, regardless of when purchased (which security interest in inventory yet to be delivered, if Hunt & Sons, LLC extends credit to Customer, is a purchase money security interest);
- All chattel paper, general intangibles (including payment intangibles), accounts and accounts receivable owing to Customer regardless of when or how incurred;
- Any cash deposits, reserve accounts or funds held by Hunt & Sons, LLC for the account of Customer.
- Any credits due to Customer by Hunt & Sons, LLC, and to the extent not otherwise included all "proceeds" (as defined in Article 9 of the Uniform Commercial Code) of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing.

Pursuant to any applicable law, Customer authorizes Hunt & Sons, LLC to file or record financing statements and other filing or recording documents or instruments with respect to the above collateral without the signature of Customer in such form and in such offices as Hunt & Sons, LLC reasonably determines appropriate to perfect the security interests of Hunt & Sons, LLC under this Agreement. Customer hereby ratifies and authorizes the filing by Hunt & Sons, LLC of any financing statement with respect to the collateral made prior to the date hereof.

PRINT NAME

SIGNATURE

DATE

PRINT NAME

SIGNATURE

DATE

AUTOMATIC PAYMENT EFT AUTHORIZATION AGREEMENT

We hereby authorize Hunt & Sons LLC and other subsidiary companies to initiate debit entries to my (our) account and the depository named below (hereinafter called "Depository")

DEPOSITORY Bank Name: _____ Routing No.: _____ Account No.: _____

This EFT agreement is to remain in full force and effect until the Hunt & Sons Depository has received written notification from me (us) in such time and manner as to afford Hunt & Sons LLC Depository a reasonable opportunity to act on the notification. This agreement allows Hunt & Sons LLC to charge debits to this account at frequent intervals for varying amounts until debt paid. I (we) authorize Hunt & Sons LLC to initiate payment when my account balance becomes due based upon Hunt & Sons LLC, credit policy. Hunt & Sons LLC will keep this letter and signature on file to verify authorization and process payment by the method you have requested on the invoice due dates as described above.

Please attach a photocopy of a voided check for the above mentioned for EFT purposes.

PERSON RESPONSIBLE FOR EFT PAYMENTS

Print Name: _____ Signature: _____ Date: _____

Signers Title: _____