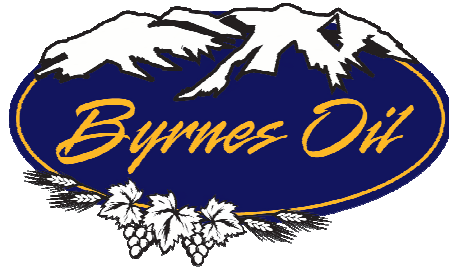


PO Box 700
Pendleton, OR 97801
Phn: 541-276-3361
Fax: 541-276-3606



CREDIT APPLICATION

(Please complete front and back.)

Full Name _____
Of Firm _____
Mailing _____
Address _____
City _____
State, Zip _____

Owner _____
Individual Name _____
Mailing _____
Address _____
City _____
State, Zip _____

Phone _____
Federal _____
Tax ID _____
Type of _____
Business _____

Phone _____
Social _____
Security # _____
Date of _____
Birth _____

How long _____

Employment _____

Estimated Monthly Purchases \$ _____

Email _____
Address _____

Current Fuel Supplier _____ Address _____ Phone _____

FINANCIAL INFORMATION

Bank _____ Branch Address _____

Phone _____ Contact _____

Reference _____ Address _____

City _____
State, Zip _____ Phone _____

Reference _____ Address _____

City _____
State, Zip _____ Phone _____

PERSONAL GUARANTEE

I _____, personally guarantee the timely and full payment of all present and future obligations. Upon demand agree interest on any unpaid balances at 1.5 percent per month or at any future date that interest rate is not legal, at the maximum interest rate provided by the Oregon statute. I similarly agree to be responsible for all collections charges incurred by me on present and future accounts, including reasonable attorney fees as determined at trial and/or upon appeals.

Personal Guarantor _____ Date _____

OFFICE USE ONLY

Account Number _____

Approval Date _____

Credit Limit _____

*****PLEASE READ REVERSE SIDE OF THIS AGREEMENT AND SIGN*****

PUBLIC LAW 91-508

In compliance with Public Law 91-508, this notice is to inform you that in connection with your recent application for credit (1) an investigation may be made as to your credit background, including, if applicable, information as to character, general paying reputation, and mode of living; and (2) additional information as to the nature and scope of any investigation requested will be furnished to you upon written request made within a reasonable time after you receive this notice.

SECURITY AGREEMENT

I agree to pay for any and all charges under this account, on demand, and in the event of any action being necessary to collect any part of this bill. I will pay such attorney's fees as are reasonable and necessary for said collection. I understand that if the purchase price or a portion thereof is not paid within 30 days of the date of receipt, a FINANCE CHARGE will be added to the purchase price or the unpaid portion thereof determined as follows. The FINANCE CHARGE, if added, will be determined by applying a periodic rate of 1 ½ % per month (18% ANNUAL PERCENTAGE RATE) to the purchase price or unpaid portion thereof, commencing 30 days from the date of this receipt, until paid in full. Under Article 9 of the UCC code, I hereby grant to Byrnes Oil Company, Inc. a security interest in my inventory, equipment, fixtures, goods in progress and accounts receivable. If required to collect by legal action, the venue of action shall lie in Umatilla County.

EXCLUSION OF WARRANTIES AND LIMITATIONS OF REMEDIES. Seller excludes all warranties of every type and kind including implied warranty of fitness of a particular purpose. In any claim, suit or action seeking damages for breach of contract, the parties expressly agree that the maximum amount of damages recoverable will be the amount paid for the product.

Signature of Applicant _____ Date _____

(Print Name)

(Print Title)

ADDITIONAL TERMS CARDLOCK USE

1. Any account that is 30 days past due may have its cards “invalidated” without notice. The cards will not be reinstated until the account is current or satisfactory arrangements have been made.
2. Purchaser shall be responsible for all purchases by Purchaser or any other person using cardlock cards issued to Purchaser, regardless of whether use by any other person is unauthorized or fraudulent.
3. 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 the local Fire Code in the handling of the fuels dispensed from the cardlock system. Purchaser agrees to indemnify and hold Supplier harmless from any claims and costs including, but expressly not limited to, those for bodily injury and property damage which may be occasioned by the negligence or misuse of the cardlock system by Purchaser or any person using the cardlock system with cardlock cards delivered to Purchaser hereunder.
4. Supplier shall use its best efforts to maintain the cardlock system in good working order and condition at its expense. Supplier, however, shall not be responsible for any damage or loss that may result from its failure to provide fuel or from 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 systems of which Purchaser or such person is aware.
5. Purchaser’s right to purchase fuel throughout the cardlock system may be terminated immediately upon 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.

CARDLOCK CERTIFICATION

WRITTEN AGREEMENT FOR COMMERCIAL (NON-RETAIL) FUEL DISPENSING

Company or Business Name: _____

Address: _____

Federal ID Number: _____ Phone Number: _____

The following is required under ORS 480.345

PROOF OF BUSINESS REQUIREMENT: I/we agree to provide verifiable proof of business in the form of a Federal Employee Identification Number (FEIN), or a copy of a document issued by a governmental agency that clearly indicates active participation in the business, government agency, nonprofit organization, or charitable organization. Unless an FEIN is used to verify business, I/we will provide an updated copy (as checked below) either annually or upon expiration.

- Unexpired Business License Documentation Current Federal Income Tax Schedule C or F Equivalent (subject to approval)

MINIMUM FUEL PURCHASE REQUIREMENT: I/we agree to purchase 900 gallons of Class 1 flammable liquids or diesel fuel from any source annually, **or I am exempt from the minimum gallon purchase requirement by checking one of the following below.**

- I/we have been a continuous cardlock customer since at least June 30, 1991. (Supporting evidence required)
 I/we engage in farming and claim fuel as a deductible expense and will annually provide a federal schedule F showing on the appropriate line the amount of fuel expenses being deducted.

- We are one of the following (check as appropriate):
 - A government agency providing fire, ambulance, or police services under ORS 480.345
 - A people's utility district organized under ORS chapter 261
 - A domestic water supply district organized under ORS chapter 264
 - A mass transit district organized under ORS 267.010 to 267.390
 - A metropolitan service district organized under ORS chapter 268
 - A special road district organized under ORS 371.305 to 371.360
 - A 9-1-1 communications district organized under ORS 403.300 to 403.380
 - A sanitary district organized under ORS 450.005 to 450.245
 - A sanitary, water authority or joint water and sanitary authority organized under ORS 450.600 to 450.989
 - A rural fire protection district organized under ORS chapter 478
 - A water improvement district organized under ORS chapter 552
 - A water control district organized under ORS chapter 553
 - A port organized under ORS chapter 777

BUSINESS USE REQUIREMENT: I/we agree to dispense Class 1 flammable liquids **only** into motor vehicles, or approved containers, that are **owned or used** by this business, government agency, nonprofit organization or charitable organization. I will not dispense fuel for personal use.

FIRE SAFETY TRAINING REQUIREMENT: I have completed the fire safety training as required by the State Fire Marshal, and agree that each individual and employee allowed to dispense Class 1 flammable liquids for my account will receive or has received the fire safety training **before** dispensing any gasoline.

By signing this agreement, I certify that all information provided is true and correct and I/we understand that my/our account may be cancelled for violations of this agreement or State Fire Marshal cardlock regulations.

Type or Print Name: _____

Signature: _____ Date: _____

Under ORS 162.075, falsely certifying that you are qualified to be a non-retail fuel customer or that the above information is true and correct, when it is not, is a Class A Misdemeanor.

Number of Cards requested: _____ (\$3 each or \$10 maximum per account.)

Card Types: All Products _____ Gas Only _____ Diesel Only _____ Off Road Diesel _____

(Please note: All Products Cards are Gas, On-Road Diesel, and various Misc Products such as Oil and Car Washes. Some restrictions may apply.)