

Riggins Inc.
Commercial Credit Application and Agreement

Customer name (legal/billing) _____ circle one corporation partnership sole proprietor L.L.C.

address _____ city _____ state _____ zip _____

trade name _____ email address _____

phone number _____ fax number _____ cell number _____

how long in present business _____ federal id number _____ credit terms requested _____

PLEASE INCLUDE MOST RECENT FINANCIAL STATEMENT

If the Customer is a corporation or limited liability company please provide the following for each owner of 10% or more of the company (each referred to herein as a "Guarantor"):

name _____ title _____ birth date _____ social security number _____ drivers license number _____

home address _____

name _____ title _____ birth date _____ social security number _____ drivers license number _____

home address _____

Trade references:

name _____ phone number _____

address _____ city _____ state _____ zip _____

name _____ phone number _____

address _____ city _____ state _____ zip _____

For compliance with certain requirements of the USA PATRIOT ACT, Riggins Inc. (Riggins) is required to verify certain information about you. Accordingly, Riggins may ask for copies of certain documentation, including driver's license or other identifying documents, as part of the application process.

For company use only: account number _____ approved credit limit _____ form updated 7/29/09

Real estate that the Customer owns:

address	block/lot number	city	state	zip code
address	block/lot number	city	state	zip code

Checking account information for Customer and Guarantor:

name of bank	Customer's checking account number	phone number of bank
name of bank	Guarantor's checking account number	phone number of bank

This Application and Agreement does not obligate Riggins to establish, provide and/or extend, or continue to provide and/or extend, any amount of credit to Customer. Riggins may revoke any line of credit offered to Customer at any time.

Customer and each Guarantor certify that the information provided in this application is true and complete and made for the purpose of persuading Riggins Inc. to extend credit to Customer for purchases made by Customer. The Customer and Guarantor authorize Riggins Inc. to obtain any information it considers necessary from any source concerning the statements in this application. Each individual Guarantor acknowledges that it has received and reviewed the Riggins Inc. Privacy Policy (regarding the handling of personal financial information) that is posted on the Riggins Inc. Website (www.rigginsoil.com).

In consideration of and in order to persuade Riggins Inc. to extend credit the undersigned Customer and Guarantor personally and unconditionally promise to pay for all purchases made by the Customer in accordance with Riggins Inc.'s terms of sale and any other document or agreement between Riggins Inc. and Customer. If at anytime and for any reason the Customer and Guarantor are unable to pay for said purchases when due, the Customer and Guarantor agree to pay interest to Riggins Inc. at the rate of 2% per month or the maximum legal rate permitted by law, whichever is less, on any past due amount that is owed to Riggins Inc. In the event that it becomes necessary for Riggins Inc. to incur collection costs or to institute a lawsuit to collect any amount due under this agreement, the Customer and Guarantor promise to pay Riggins Inc. an additional administration fee equal to 25 percent of the outstanding balance to cover reasonable attorney fees incurred to collect this debt.

The forbearance, failure, or delay of Riggins Inc. in exercising any right, powers, or remedies available to it hereunder or under applicable law shall not be a waiver of such right, power, or remedy, nor shall the exercise of such right, power or remedy preclude its further exercise. Every right, power and remedy available to Riggins Inc. shall continue in full force and effect until expressly waived by a written instrument executed by an authorized representative of Riggins Inc.

By executing this agreement, Customer and each Guarantor authorizes Riggins Inc. to automatically charge any of their respective bank accounts or any credit card of Customer or Guarantor for any outstanding balances that remain unpaid for a period in excess of thirty (30) days.

This Application and Agreement shall be governed, construed and interpreted by, through and under the laws of the State of New Jersey, without regard to conflicts of law principles. Any and all disputes, and any litigation or action arising out of this agreement shall be brought only in the Superior Court of the State of New Jersey, Cumberland County. The parties accept the exclusive jurisdiction and venue of such court and the application of New Jersey law. The parties irrevocably waive any objection in connection with any such action or proceeding, including without limitation any objection to the laying of venue based on the grounds of forum non conveniens.

**RIGGINS COMMERCIAL ACCOUNTS
TERMS AND CONDITIONS**

updated 5/5/09

1. **DEFINITIONS:** In these General Terms and Conditions that are made part of this Application and Agreement (the "Agreement"), the following words have the following meanings: "We," "us" or "our" refers to Riggins, Inc. "You" and "your" refers to the Customer and Guarantor whose account is created under this Agreement
2. **ESTABLISHMENT OF ACCOUNT:** We have established for you an account under this agreement. You agree that this account will only be used for the purchase of products and services for business purposes and not for personal, family or household purposes. We will issue or cause to be issued an account (Account) under this Agreement. You agree to pay for all purchases or other transactions applied to the Account in accordance with the terms of this Agreement. Credit will be authorized in our sole discretion and may be canceled at any time without notice. Credit granted by the Account may include sale of information and other services directly to you by us. You agree to pay us the face amount of all such credit transactions and all additional charges provided herein.
3. **CREDIT LINE AND CAPACITY:** You agree that we may establish a credit limit for your convenience, and that your unpaid credit purchases will not exceed your credit line. Your account may be suspended if your unpaid credit purchases exceed your credit limit. You will be advised of your credit limit when your account is approved. Notwithstanding anything to the contrary herein, you agree that we may change your credit limit without notice from time to time based on our evaluation of your creditworthiness and other factors. You give us the right to investigate your business and/or your personal credit capacity and credit history. We are authorized to furnish information about you and your account to credit reporting agencies, affiliates, lenders, banking examiners, auditors, entities who finance our business and others who may lawfully receive the information.
4. **BILLING AND PAYMENTS:** Purchases are due and payable in full by you upon billing. Charges must be paid in full notwithstanding request for verification of items. Delinquent accounts will be subject to late fees, suspension, or termination of credit privileges without notice. All charges will be deemed final and binding unless disputed in writing within sixty (60) days of the billing date. You agree to abide by the standard rules and regulations of any Automated Clearing House Association processing electronic funds transfer payment transactions under this Agreement. You agree to maintain sufficient funds on deposit in your demand deposit account at your bank to pay in full the total amounts debited to your account pursuant to this Section.

You agree to indemnify and hold us harmless from any claim or claims including without limitation any claims based on losses due to (i) labor problems, breakdowns or other non-functioning of any equipment necessary for consummating the transfers contemplated by this Agreement or other causes or circumstances beyond our control, (ii) the acts or omissions of third parties, including without limitation your bank, our bank, the Automated Clearing House Association, the Federal Reserve Bank or any participating bank or courier services; and (iii) noncredit of any deposit.
5. **FINANCE CHARGES:** If at any time and for any reason the Customer and Guarantor are unable to pay for said purchases made by the Customer, the Customer and Guarantor agree to pay interest to Riggins Inc, at the maximum legal rate permitted by law on any past due amount that is owed to Riggins.
6. **PRIVACY POLICY:** Each individual Guarantor and Customer acknowledges that they have received and reviewed the Riggins Inc. Privacy Policy (regarding the handling of personal financial information) that is posted on the Riggins Inc. Website (www.rigginsoil.com).
7. **JURISDICTION:** This Application and Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New Jersey, without regard to conflicts of law principles. Any and all disputes, and any litigation or action arising out of this agreement shall be brought only in the Superior Court of the State of New Jersey, Cumberland County. The parties accept the exclusive jurisdiction and venue of such court and the application of New Jersey law. The parties irrevocably waive any objection in connection with any such action or proceeding, including without limitation any objection to the laying of venue based on the grounds of forum non conveniens.
8. **APPLICATION OF PAYMENTS:** Payments shall be applied first to unpaid finance charges and then to the unpaid balance of each product or service purchased in the order of its purchase.
9. **CHANGES IN TERMS:** You agree that we may change our rates, charges, and other terms of this Agreement (including our Fee Schedule), as well as introduce new terms and fees (such as delinquency charges, insufficient funds charges and supplemental processing fees) when permitted under applicable law, provided you are given advance written notice by us. Any such amendments will apply to the then existing balance of your account to the extent permitted or required by applicable law.
10. **PREPAYMENT:** Subject to the terms of this Agreement, you have the right to prepay your entire balance in full at any time.
11. **DEFAULT:** If you default on this Agreement or any other lending agreement between you and us by not paying any payment when due, exceeding your credit limit, or breaching any other term of this Agreement or any other lending agreement between you and us, then we may suspend your account(s), demand immediate payment of the entire unpaid balance and start a lawsuit for collection of the balance, subject to any notice of default and right to cure required by state law. In the event that it becomes necessary for Riggins Inc to incur collection costs or to institute a lawsuit to collect any amount due under this agreement the Customer and Guarantor promise to pay to Riggins Inc an additional administration fee of 25 percent of the outstanding balance to cover reasonable attorney fees incurred to collect this debt.
12. **CHARGE ACCOUNT:** You request an Account from us for use in accordance with the provisions of this Agreement, unless earlier revoked or canceled. You may request the issuance of additional Accounts or the cancellation of the existing Account. We may issue a renewal Account prior to the expiration date and all such renewal or additional Accounts shall be subject to the terms of this Agreement as then in force. You agree that this Agreement controls all purchases made on your Account by you or any person who uses your Account. You agree that use of Account number will constitute authorized use for all purposes. Subject to any limitations imposed by applicable law, you will be liable to us for all unauthorized use of the Account that occurred prior to your written notification to us and you will not be liable for any unauthorized use that occurred after our receipt of such notification.
13. **FEES AND CHARGES:** You may be assessed other fees and charges in the amount set forth in our Fee Schedule. Your use of the credit associated with your account constitutes your agreement to pay such fees and charges and, in addition, your acceptance of all of the terms and conditions of this Agreement, which by reference incorporates our Fee Schedule.

14. REPRESENTATION, WARRANTIES AND ACKNOWLEDGMENTS: You represent and warrant to us that this Agreement is valid, binding and enforceable against you in accordance with its terms and, if you are a corporation or other entity, that this Agreement has been duly authorized by all necessary action of your governing body. You agree to provide any evidence of corporate existence and authorization that we may reasonably request.

15. WARRANTY DISCLAIMERS AND LIMITATIONS ON DAMAGES: EXCEPT AS OTHERWISE REQUIRED UNDER APPLICABLE LAW, WE MAKE NO WARRANTY WITH RESPECT TO GOODS, PRODUCTS OR SERVICES PURCHASED ON CREDIT THROUGH US. WE FURTHER DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO GOODS, PRODUCTS AND SERVICES PURCHASED WITH A CARD, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY. YOU ACKNOWLEDGE AND AGREE THAT WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS, LIABILITY OR DAMAGES YOU SUFFER WHICH ARISE FROM, ARE RELATED TO, OR IN ANY WAY ARE CONNECTED WITH ANY FRAUD CONTROL OR PURCHASE RESTRICTION MEASURES WE ELECT TO IMPLEMENT FROM TIME TO TIME, UNLESS SUCH LOSS, LIABILITY OR DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN IMPLEMENTING FRAUD CONTROL OR PURCHASE RESTRICTION MEASURES WE HAVE EXPRESSLY AGREED IN WRITING TO UNDERTAKE FOR YOU.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF ANY TRANSACTION, PRODUCT, GOOD OR SERVICE GOVERNED BY, OR ANY CLAIM RELATING TO, THIS AGREEMENT. THIS LIMITATION OF DAMAGES, INCLUDES, WITHOUT LIMITATION, ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING FROM OR RELATED TO THE USE OR MISUSE OF ANY CARD OR YOUR ACCOUNT. FURTHERMORE, OUR LIABILITY FOR ANY ACTUAL DAMAGES OR AMOUNTS DUE AS A RESULT OF NOT MEETING ANY EXPRESS OR IMPLIED WARRANTIES MADE BY US TO YOU IS LIMITED TO THE CARD FEES PAID BY YOU DURING THE YEAR PRIOR TO YOUR REQUEST FOR CANCELLATION OR REFUND DUE TO OUR NOT MEETING SUCH GUARANTEES.

16. ASSIGNMENT: This Agreement, individual transactions hereunder, your account and any and all of your obligations hereunder may be assigned by us without further notice to you. All of our rights under this Agreement shall also apply to any assignee of this Agreement, individual transactions hereunder or your account.

17. CANCELLATION: We and you have the right to cancel this Agreement/Account as it relates to future purchases. You, of course, remain obligated to pay for all purchases made prior to cancellation. We may at any time elect to terminate products or services under this Agreement at any time without notice.

18. PARTIES TO THE AGREEMENT: This is an agreement between you and us and no other entity shall be deemed a party to this Agreement or third-party beneficiary hereof, except as provided in Section 15 hereof.

19. SEVERABILITY: In the event any provision of this Agreement is held to be invalid or unenforceable under any law, rule or regulation of any governmental agency, (federal, state or local), that fact will not affect the validity or enforceability of any other provision of this Agreement.

20. REQUIREMENTS OF A WRITING: You agree that copies and telecopies of signed originals of your Agreement, applications and other applicable forms shall be binding as originals. You further agree that additions, updates, deletions and Contact Persons placed by telephone or electronically, and accepted by us, shall be binding on you.

21. ENTIRE AGREEMENT: This Agreement, including the Fee Schedule, and the Account Application above, any agreements that secure or guaranty your obligations under this Agreement, any electronic payment agreement, enrollment forms and any amendments, modifications, substitutions, or replacements thereof or thereto, is a final expression of the credit agreement between us and you and may not be contradicted by evidence of any alleged oral agreement. Except as is expressly permitted herein, no modification of this Agreement shall be effective unless in writing and signed by an authorized officer of you and us. Any terms different from this Agreement or contradictory to this Agreement that are set forth in a Purchase Order or other communication are expressly rejected and shall under no circumstances modify the terms of this Agreement.

This Agreement shall be governed by and construed in accordance with federal law and the laws of the State of New Jersey (without reference to choice of law rules). Any judicial action brought under or involving the subject matter of this Agreement shall be brought exclusively in the courts of the State of New Jersey located in Cumberland County, and the parties expressly consent to the exclusive jurisdiction of such courts for the resolution of any disputes hereunder. Each party hereby waives any objection to venue and any objection based on forum non conveniens in any such court..

Riggins, Inc.
DELIVERY LOCATION INFORMATION

Corporate Name: _____

Trade Name: _____ HOURS OF OPERATION _____

Station Address: _____

MONTHLY VOLUME: GAS DIESEL OTHER

DIRECTIONS: _____

PRODUCT	TANK CAPACITY	TANK DIAMETER	CHECK IF ABOVE GROUND
UNLEADED	_____	_____	_____
PLUS	_____	_____	_____
SUPER	_____	_____	_____
ULSD ON ROAD	_____	_____	_____
LSD ON ROAD	_____	_____	_____
KERO CLEAR	_____	_____	_____
KERO DYED	_____	_____	_____
OFF HWY (NRLM)	_____	_____	_____
HEATING OIL	_____	_____	_____

OTHER INFORMATION: _____

***PLEASE FAX COPY OF 1) UNDERGROUND STORAGE TANK REGISTRATION/CERTIFICATION
 2) N J SELLER USER LICENSE (FOR N J DIESEL CUSTOMERS ONLY)
 3) MOTOR FUEL RETAIL DEALERS LICENSE (FOR GASOLINE RETAILERS ONLY)
 4) COPY OF VOIDED CHECK (TO ACCOMPANY EFT AUTHORIZATION FORM)
 TO RIGGINS INC FAX 856-825-2270

Riggins, Inc. EFT Authorization

I (we), _____ hereby certify the information set forth below is correct and authorize Riggins, Inc. to initiate debit and credit entries to my (our) Bank account indicated below which is used solely for business purposes for payment of all obligations determined by Riggins, Inc. to be owing by me (us) to Riggins, Inc. and all obligations determined by Riggins, Inc. to be owing by Riggins, Inc. to me (us).

Name	_____
Address	_____
City, State, Zip Code	_____
Telephone Number	_____
Bank Name	_____
ABA Number	_____
Bank Address	_____
City, State, Zip Code	_____
Bank Contact Person	_____
Bank Telephone Number	_____
Bank Account Number	_____
Bank Account Name	_____

I (we) further certify that I (we) have contacted and authorized the above named bank to accept such debit and credit entries from Riggins, Inc. This authority shall remain in full force and effect until Riggins, Inc. and the bank have received written notification from me (or either of us) of its termination in such time and in such manner as to afford Riggins, Inc. and the bank a reasonable opportunity to act on it. I (we) understand that this EFT service is governed by the rules of The Automated Clearing House and that Riggins, Inc. can terminate or modify it at any time.

Sign Here

_____ Signature	_____ Print Name	_____ Date
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_____ Signature	_____ Print Name	_____ Date
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Riggins account number: _____

Riggins account name: _____