

***CARTER CARDLOCK, INC.***  
***PACIFIC PRIDE***  
THE COMMERCIAL FUELING SYSTEM

Thank you for your interest in opening a Pacific Pride Carter Cardlock credit account. We hope the enclosed information provides you with a good idea of all that the Pacific Pride Cardlock fueling system has to offer. We would be happy to meet with you and answer any questions you may have. Just call (928) 774-7600 and ask for the Pacific Pride representative.

**REMEMBER**

- There are no sign up costs.
- There are no annual fees or charges for any number of cards.
- There are no long term contracts
- There are no minimums to buy.

By filling out the enclosed Credit application you are on your way to saving in a matter of 10 days.

Again, thank you for your interest in Carter Cardlock.

FOR ADDITIONAL INFORMATION PLEASE CALL

928-774-7600

or toll free

800-430-5419

E-mail

[cardlock@carteroil.com](mailto:cardlock@carteroil.com)

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The Carter Cardlock fueling system presents the state of the art advantages of credit, control and convenience.

**CREDIT** Is available to qualified customers.

- No service charges

**CONTROL** your fueling dollars

- Your cardlock card can be programmed to meet your needs such as, mileage information, miscellaneous information (i.e. Driver ID number, job number, vehicle number), and specific fuel types.
- Drivers are restricted to items the card is authorized for.
- No receipts for your drives to keep track of.
- You will receive a semi-monthly billing that completely itemizes each fuel transaction in a complete detail.
- You can track your usage by driver, vehicle or both
- Vehicle Summaries and Fleet Summaries make keeping track of tax information and fleet fuel usage easy and hassle free.

**CONVENIENCE** for your fleet

- All sites are open 24 hours every day.
- No waiting in lines for fuel.
- Sites are easy for large vehicles to access
- Sites are clean and well lit.
- Only one bill is received, regardless of how many different sites you have fueled at.
- The Pacific Pride system currently has 1435 sites across the continental U.S. and Canada.
- Water, air and lubricants are also available at most sites.
- Is your driver lost? Call the site find line for the nearest Pacific Pride sites at 1-800-929-9399, or log on to [www.pacificpride.com](http://www.pacificpride.com) for a location search to get printable maps with directions.

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***DISCOUNTS ARE AVAILABLE FOR PROMPT PAY!***

We offer discounts based on the amount of fuel you have purchased. Discounts are calculated every billing period to save you money on every statement. The discount amount is listed at the top of each statement and is subtracted from the total gallons purchased for that billing period. To receive your discount, each statement must be paid within 10 days of billing date. Failure to pay within terms will result in forfeiture of your discount for that statement. The discount schedule below illustrates the savings you can qualify for:

GALLONS PURCHASED	DISCOUNT PER GALLON
100-249	.01/GALLON
250-499	.015/GALLON
500-749	.02/GALLON
750-999	.03/GALLON
1000-1499	.04/GALLON
1500-1999	.05/GALLON
2000-OVER	.06/GALLON

If you have more than one account with us, don't worry! We can consolidate the volumes for each account into one big discount. That way purchases made by one location can help reduce the fuel costs at another location. We also have a **Company/Employee Program** that works the same way. The statements will still remain completely separate; you will just get a bigger discount on each of them!

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**APPLICATION FOR CARTER-CARDLOCK CARDS**

Please fill out the attached credit application for as completely as possible.  
Please be sure you:

- ❖ Sign page 2, Authorization for release of information
- ❖ Sign the Company Guarantee and/or personal guarantee

Carter-Cardlock credit applications take an average of 10 days to be processed. Applications missing information may take longer. Upon approval you will be contacted to place an order for cards.

All accounts are billed on the 1<sup>st</sup> and 16<sup>th</sup> of every month. To receive your discount, each statement must be paid within 10 days of billing date (e.g. billing on the 16<sup>th</sup> is due on the 25<sup>th</sup>). Failure to pay within terms will result in the forfeiture of your discount for that statement.

If you have any questions, contact Bryant McGee, Sales Representative for Carter-Cardlock, at (928)774-7600 or (928) 699-8537 cell) or Sherry Weers at 928-774-7600. They will be able to help you in any way and can even pick up your completed applications.

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**PACIFIC PRIDE FUELING LOCATIONS**  
**FLAGSTAFF ARIZONA**

- **PACIFIC PRIDE**  
2201 E. HUNTINGTON DR  
Gasoline, On Road Diesel (clear ultra low sulpher diesel ),  
Off Road Diesel (red ultra low sulpher diesel ) Available
  
- **CONOCO TRAVEL CENTER**  
7180 N HIGHWAY 89  
Gasoline, On Road Diesel (clear ultra low sulpher diesel  
Off Road Diesel (red ultra low sulpher diesel) Available

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## **THE COMMERCIAL FUELING SYSTEM**

### **ALLOCATION BY PRODUCT**

Our Pacific Pride Blue cards allow you to limit card purchases to specific categories of product (such as diesel fuel only).

### **ODOMETER AND MISCELLANEOUS ENTRIES**

By having your driver enter odometer or other data on the keypad when fueling, you track mileage per gallon or by job with both types of Pacific Pride fuel cards.

### **CUSTOMIZED 4-DIGIT PIN NUMBERS**

You asked for it and here it is: Pacific Pride Blue lets you choose your own Personal Identification Number for easier recall and tighter control.

### **FLEXIBILITY IN RESETTING LIMITS, VALIDATING OR INVALIDATING ACCESS**

With Pacific Pride Blue, usage parameters such as adding or deleting a product can be changed from your office with a phone call and be in effect in less than 12 hours: no fee for the change or waiting for new cards to be issued. What's more, within minutes of your call, access by new drivers can be validated...or access invalidated for drivers you no longer employ.

### **ALLOCATION BY TOTAL PURCHASE PER PRODUCTS**

Quantity allocation by Product is more flexible than ever with Pacific Pride Blue, which lets you specify limits on total gallons purchased per product per card per month, or other defined time frame.

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# CARTER OIL COMPANY, INC. CARTER-CARDLOCK, INC.

CARTER TRAVEL CENTER, CARTER FUELS  
PO BOX 2506 FLAGSTAFF, AZ 86003  
2201 E. Huntington Dr. Flagstaff, AZ 86004  
Flagstaff (928) 774-7600 Fax (928) 774-0763  
Camp Verde (928) 567-9717 Fax (928) 567-6364



FOR OFFICE USE ONLY	
Approved by	
Date Approved	
Credit Limit	
Account #	
Sales Person	
Branch	

Full Legal Company Name		Telephone # of Purchasing Department
DBA or Trade Name		Purchasing Contact
Billing address	City, State & Zip	Telephone # of Accounts Payable Department
Street Address (if different)	City, State & Zip	Fax # of Payables Department
Delivery Address	City, State & Zip	Payables Contact

### COMPLETE THE FOLLOWING

INDICATE ONE:  ____ Sole Owner  ____ Partnership  ____ Corporation (S, C, LLC) circle one	Business Location ____ Owned ____ Leased	Requesting Credit for:  Cardlock Gas Cards _____  Carter Oil Deliveries _____
	How long under present ownership? _____	
	Anticipated monthly purchases\$ _____	
____ Corporation (S, C, LLC) circle one	EIN # _____	
Type of Business	Date Established	No. of Employees

Owner/Partner/Officer	Social Security Number	Title
Spouse's Name	Social Security Number	Home Phone Number
Address	City State	Zip
Owner/Partner/Officer	Social Security Number	Title
Spouse's Name	Social Security Number	Home Phone Number
Address	City State	Zip

### CREDIT-PLEASE GIVE ALL PHONE AND FAX NUMBERS

<b>Please include most recent company financial statements (audited or reviewed)</b>	E-mail Address
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### YOUR PRIMARY BANKING SOURCE

Bank Name	Branch & Representative's Name	Checking Account Number	Loan Account Number
Bank Address	City, State & Zip	Bank Telephone Number	Bank Fax Number

### TRADE REFERENCES (FUEL AND OTHER SUPPLIERS YOU CURRENTLY DEAL WITH)

1. Name of Current Fuel Supplier		Telephone Number	
Address	City, State & Zip	Account Number	Fax Number
2. Name		Telephone Number	
Address	City, State & Zip	Account Number	Fax Number
3. Name		Telephone Number	
Address	City, State & Zip	Account Number	Fax Number

**COMPANY**

**CREDIT TERMS AND CONDITIONS**

1. Carter Oil Company Inc., Carter Oil Company Camp Verde, Hilltop Gasser, Carter Cardlock Inc. (a Pacific Pride Franchisee), Carter Travel Center and Carter 76 Mart are hereinafter referred to as "Carter".
2. The undersigned hereinafter referred to as "Customer", guarantees that all of the information provided on this application and agreement is true and complete. Customer authorizes Carter to investigate Customer's credit history, and further authorizes Carter to furnish Customer's account information to others. Customer agrees to be bound by all terms and conditions of this application and agreement. The obligations under the "Continuing Guaranty" shall not be affected or waived by any time extensions or other indulgences granted Customer by Carter.
3. Credit is extended at the sole discretion of Carter and upon such terms and conditions as Carter may determine from time to time. Credit limits shall not be construed to be a limitation on the liability of the Customer's account or any personal guaranty. Finance charges at the rate of 1.5% (18% APR) will be added to invoices unpaid at the due date.
4. Returned checks will result in a \$20.00 charge to Customer's account. If two or more checks are returned within a one-year period your account may be cancelled. A \$25.00 fee will be assessed to reactivate Customer's account which has been deactivated for non-payment of amounts past due. Customer agrees to pay \$5.00 for replacement of each lost Pacific Pride access card.
5. Standard Payment Terms are:
 

Fuel purchases / full load - tanker	net 10 days from delivery date
Fuel purchases/ bobtail load or wet hose	net 15 days from delivery date
Oil and Lubricant purchases	net 30 days from delivery date
Card lock purchases	net 15 days from statement date

Payments are made on due date by Electronic Funds Transfer (EFT) from the customer's account.

6. Carter, in its sole discretion and without advance notice, may refuse to permit further credit purchases or reduce Customer's credit limit at any time. Customer's subsequent purchases after any such change in credit terms or limits acknowledges Customer's acceptance of such changes. If Customer's account is referred for collection, Customer shall pay reasonable attorneys' fees and all costs of collection. Customer agrees that the jurisdiction and venue for any contract dispute shall be State of Arizona County of Coconino. The laws of Arizona will govern this application and agreement.
7. Self-service delivery of products from card locks will be made without obtaining signatures or providing receipts upon delivery. Fuel cards issued to Customer remain the property of Carter, and Customer agrees to return all access cards to Carter upon Carter's request. Important Notice Made in Compliance with Federal Law: Consistent with CFR Title, 12 Section 226.12, Customers with ten or more Pacific Pride Access cards agree that the Liability Limitation of Regulation Z will not apply. Customer remains liable for all charges incurred until Carter receives cancellation notice. Customer agrees to notify Carter immediately at (928) 774-7600 or in writing to Carter Oil Company, PO BOX 2506, Flagstaff, AZ 86003. Carter will give Customer a cancellation number that will document that notice was received.
8. Customer represents that it and any person using the cardlock cards delivered to Customer 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. The Customer agrees to indemnify and hold Carter harmless from any claims and costs including, but not expressly limited to, those for bodily injury and property damage which may be occasioned by the negligence or misuses of the cardlock system by the Customer or any person using the cardlock cards delivered to the Customer hereunder.
9. The undersigned is authorized to bind Customer listed on front of this Agreement to terms of this Agreement. Customer agrees to be bound by all terms and conditions listed herein.

Customer:

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

(Signature must be owner, general partner or officer)

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTINUING GUARANTY**

**CREDIT MAY NOT BE EXTENDED TO CUSTOMER WITHOUT THE EXECUTION OF THIS CONTINUING GUARANTY.**

The undersigned ("Guarantors") hereby unconditionally, jointly and severally guarantee (a) Customer's prompt payment and performance of all its obligations to Carter under the terms and conditions set forth above; and (b) agree to pay or reimburse all costs Carter may incur in collecting amounts owed by Customer or in enforcing the Customers agreement with Carter and this Guaranty, including court costs and reasonable attorney's fees, whether or not a lawsuit is commenced. This Guaranty will remain in full force and effect unless and until a written revocation hereof is received and accepted by Carter. Notwithstanding the forgoing, Guarantor's obligations hereunder (a) for Customer's indebtedness existing at the time of revocation will not be affected by such revocation; and (b) will not be affected by time extensions, other indulgences or waivers granted to Customer.

The laws of Arizona will govern this Guaranty, and venue for enforcement hereof will be the state of Arizona, county of Coconino. This is a guaranty of payment, not collection. Guarantors waive (a) all rights to require Carter to proceed against customer; (b) every other remedy available to Carter; (c) all rights under A.R.S. Sections 12-1641, et seq., and 44-142, and Rule 17f of the Arizona Revised Statutes Rules of Civil Procedure; (d) any defense arising from disability or other defense of Customer; and (e) all presentments, demands for performance, and notices or protest or dishonor. **If there is no spousal signature below, each Guarantor represents that he/she is unmarried.**

\_\_\_\_\_  
Guarantor's Signature Printed Name Date

\_\_\_\_\_  
Guarantor's Signature Printed Name Date

\_\_\_\_\_  
Guarantor's Signature Printed Name Date

\_\_\_\_\_  
Guarantor's Signature Printed Name Date

**CARTER OIL, INC. AND CARTER CARDLOCK, INC  
AUTHORIZATION AGREEMENT FOR AUTOMATIC PAYMENTS (ACH DEBITS)**

**COMPANY NAME** \_\_\_\_\_

I (we) hereby authorize CARTER OIL, INC. AND CARTER CARDLOCK, INC. hereinafter called CARTER, to initiate debit entries and to initiate, if necessary, credit/debit entries and adjustments for any entries in error to my (our) account

( ) Checking ( ) Savings

account (check one) indicated below at the depository named below, hereinafter called DEPOSITORY, to credit or debit the same to such account.

**DEPOSITORY  
NAME** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_

**ROUTING NUMBER** \_\_\_\_\_ **(ATTACH VOIDED CHECK)**

**ACCOUNT NUMBER** \_\_\_\_\_

This authorization is to remain in full force and affect until CARTER has received written notification from me (or either of us) of its termination in such time and in such manner as to afford CARTER and DEPOSITORY a reasonable opportunity to act on it. This authorization shall stay in effect as long as funds are owed and is irrevocable.

**NAME** \_\_\_\_\_  
(please print)

**SIGNED** \_\_\_\_\_ **DATE** \_\_\_\_\_

**NOTE: ALL WRITTEN CREDIT/DEBIT AUTHORIZATIONS SHOULD PROVIDE THAT THE RECEIVED MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.**

**THIS FORM MUST BE COMPLETED TO ATTAIN CREDIT WITH CARTER OIL/CARTER CARDLOCK.**

ATTACH VOIDED CHECK HERE