

SAPP BROS., INC.

9915 South 148th Street
Omaha, Nebraska 68138
Telephone (402) 895-2202
Facsimile: (402) 895-1957
ar@sappbros.net



CREDIT APPLICATION AND AGREEMENT

If there is insufficient space to provide the requested information, please supply the information on separate attached schedules.

I. Customer Information:

Name: _____

D/B/A: _____

Legal Entity: <input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation	SSN/Fed Tax I.D. #: _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> L.L.C.	State of Organization: _____
<input type="checkbox"/> Trust		Date of Organization: _____

Address: _____ City: _____ State: _____ Zip: _____

County: _____ Telephone: (____) _____

Email Address: _____ Fax (if applicable): (____) _____

Is Customer exempt from any type of tax? Yes No **If Yes, a tax-exempt certificate must accompany this application.**

ALL OWNERS, PRINCIPALS, PARTNERS (LIMITED AND GENERAL), OFFICERS OR MEMBERS

Name	Title	Address	Social Security Number

II. BUSINESS INFORMATION:

Number of years in business under current ownership _____ Date of last financial statement provided: _____

Names of similar or related businesses in which you have or had any interest within the last 5 years.

Business Name	State	Status: Active; Inactive; Insolvent

III. CREDIT INFORMATION

A. BANK REFERENCES

Bank Name/Address	Telephone #	Fax #	Contact Person

B. HISTORY

Has the Customer or any owner, principal, officer, or any member been subject to any judgments, collections, liens, or unpaid taxes within the last 7 years? Yes No If yes, give details: _____

Has the Customer or any owner, principal, officer, or any member (or any entities for which any owner, principal, officer or member had or has a controlling ownership interest) filed for bankruptcy within the last 7 years? Yes No If yes, provide details? _____

C. FINANCING DETAILS (Section C only needs to be completed if financial statements are not provided)

	Present Value:	Financed with:	Total Amount Outstanding:
Land:	\$ _____		\$ _____
Buildings:	\$ _____		\$ _____
Equipment:	\$ _____		\$ _____
Operating Loan:	\$ _____		\$ _____

How much is your total debt to all creditors? \$ _____

Do you have sources of income other than through the business described above? Yes No

If Yes, from what source(s) _____ Amount: \$ _____ per _____

IV. CREDIT REQUEST: DESIRED CREDIT LIMIT: \$ _____



SALES TERMS AND MASTER CREDIT AGREEMENT

This Credit Application and Credit Agreement shall apply to all business transactions and/or indebtedness incurred by Customer involving Sapp Bros., Inc. and/or any of its affiliates, including Sapp Bros. Petroleum, Inc., Sapp Bros. Travel Centers, Inc., SBT, Inc., S.B.F.F., Inc., and Sapp Bros. Fuels, Inc. (collectively "Sapp Bros." whether referring to one or more of such entities). All sales made by Sapp Bros. to the Customer are due and payable upon delivery whether to Customer or to another on behalf of Customer, except for sales on accounts which have established a credit relationship with Sapp Bros. ("Credit Sales"). Customer agrees and acknowledges that delivery of goods and/or services (collectively "Products") to a representative or agent is deemed to be a delivery to and acceptance by Customer. Customer shall identify for Sapp Bros. those persons authorized to make purchases of products and services on credit. Unless otherwise informed, Sapp Bros. shall be permitted to presume that all persons representing Customer and all credit purchases by charge card are so authorized. Customer agrees to promptly notify Sapp Bros. by telephone of any loss or theft of charge card(s). Customer may be liable for unauthorized use of charge card(s) until Sapp Bros. receives notification of the lost or stolen charge card(s). Subject to the terms set forth herein, Customer will not be responsible for charges relating to unauthorized use of charge card(s) arising after Customer notifies Sapp Bros. of the discovery of the loss, theft, or possible unauthorized use of the charge card(s).

All invoices and statements rendered by Sapp Bros. will be conclusive as to the goods and/or services purchased and charges therefore unless the Customer informs Sapp Bros. in writing of a dispute thereon within thirty (30) days of the invoice date. Unless a written amendment, addendum, or other document signed by Sapp Bros. states otherwise, the following default terms shall apply: (a) Credit Sales made by Sapp Bros. Petroleum, Inc. involving transport loads of diesel fuel, gasoline, and propane (bulk loads) are due and payable within ten (10) days of the date of invoice; (b) Credit Sales made involving retail sale of fuel are due and payable within ten (10) days of the date of the account statement; and (c) all other Credit Sales are due and payable in full within thirty (30) days of the date of the invoice.

Credit Sales made involving transport loads of diesel fuel, gasoline, and propane shall be paid by electronic funds transfer to Sapp Bros. Upon request, Customer agrees to authorize Sapp Bros. (on one or more forms provided by Sapp Bros.) to draw funds to pay all amounts due for Credit Sales or other indebtedness from a business account designated by Customer using Automated Clearing House (ACH) or other electronic means; Customer agrees to have sufficient funds available in the designated business account to pay all amounts due to Sapp Bros. Customer acknowledges that in the event of a non-sufficient fund transfer and/or returned draft or transaction, a fee of \$100 will be charged to Customer per each occurrence.

No terms or conditions of any sale different from Sapp Bros.' terms of sale will become part of any agreement unless approved in writing by Sapp Bros. A finance charge of the lesser of 1.333% per month (16% Annual Percentage Rate) or the highest amount permitted by applicable law shall be assessed against Credit Sales which have not been timely paid as defined in this agreement. For those accounts which incur finance charges, Sapp Bros. may, at its sole discretion, apply payments or credits first to costs of collection, then to finance charges, and subsequently to outstanding invoice balances. Each of the undersigned (if more than one) shall be jointly and severally liable for all amounts owed to Sapp Bros. Customer agrees that Sapp Bros. may offset and apply any amounts it may from time to time owe to Customer for whatever reason against any unpaid past due credit balance or other indebtedness of Customer.

From time to time and at any time, Sapp Bros. may limit the amount of allowable Credit Sales and assign Customer a maximum credit amount ("Credit Limit"). Customer agrees to provide Sapp Bros. with a current financial statement, upon Sapp Bros.' request, which Customer represents accurately states Customer's financial condition as of the date of such financial statement and Customer understands that Sapp Bros. will rely on the accuracy of the financial information in deciding to extend credit and set a Credit limit. Should the account balance exceed any established Credit Limit, liability for payment additionally extends to the entire balance. Sapp Bros. has the right to reduce the Credit Limit and/or withdraw credit under this Credit Agreement at any time without prior notice, except as otherwise provided by the law. Sapp Bros. reserves the right to revoke credit or demand full payment if Customer fails to pay when due or, if in the sole discretion of Sapp Bros., there has been an adverse change in Customer's ability to repay credit extended by Sapp Bros., whereupon Sapp Bros. shall have the right to demand payment or other assurance which it deems adequate. If the account is not timely paid, the account will be classified delinquent and will be placed on cash-only basis until the account is paid in full or Customer receives approval of other arrangements from Sapp Bros. No act including but not limited to an extension of time for payment granted to the Customer, if any, or acceptance of partial payment by Sapp Bros., if any, shall constitute a waiver of any right to full payment of all sums due and owing to Sapp Bros. by the Customer.

This Credit Agreement shall be governed and construed in accordance with the laws of the State of Nebraska, without giving effect to the conflict of laws principle thereof. If any provision contained in this Credit Agreement is determined by a court to be in conflict with applicable law, that provision shall be considered changed or omitted to conform to such law, but all other provisions of this Agreement shall remain in full force and effect. Nothing in this Agreement shall be deemed to limit Sapp Bros.' collection rights or remedies. Customer agrees to pay reasonable attorney fees and costs of collection. THIS CREDIT AGREEMENT, INCLUDING ANY COLLECTION ACTIONS, AND PRODUCT EFFICACY CLAIMS, MAY BE ENFORCED IN ANY COURT OF APPROPRIATE JURISDICTION SITTING IN SARPY COUNTY, NEBRASKA AND CUSTOMER WAIVES ANY ARGUMENT THAT SUCH FORUM IS NOT CONVENIENT. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, SAPP BROS. AND CUSTOMER WAIVE THEIR RIGHTS TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS CREDIT AGREEMENT WITH CREDIT SALES BETWEEN CUSTOMER AND SAPP BROS.



Customer agrees to be bound by the terms of the warranty limitations and the disclaimers contained on any product labels and invoices. Customer also acknowledges that Sapp Bros. assumes no duty to Customer in the event that any of its representatives make a recommendation as to the selection, transport, storage, application or use of a Product and that any such recommendation is without consideration and informational only. Customer shall be solely responsible for the ultimate selection, transport, storage, application or use of all Products purchased from Sapp Bros.

The undersigned, being either the Customer or an individual authorized to act on behalf of the Customer, offers this information to Sapp Bros. to induce consideration for credit. The undersigned hereby acknowledge and agree to all terms and conditions of this Credit Application and Agreement and to Sapp Bros.' credit policies, as amended from time to time. The undersigned certifies the information submitted is true and correct, and authorizes Sapp Bros. to verify any information deemed necessary to make a credit determination. The Customer further authorizes Sapp Bros. to request and obtain a copy of the Customer's most recent financial statements, if available, from its bank, other agency, or accountant to support application information.

THE UNDERSIGNED INDIVIDUAL WHO IS EITHER A PRINCIPAL OF THE CUSTOMER OR A SOLE PROPRIETOR, RECOGNIZING THAT HIS OR HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDITWORTHINESS OF THE CUSTOMER, HEREBY CONSENTS TO AND AUTHORIZES THE USE OF A CREDIT REPORT ON THE UNDERSIGNED BY SAPP BROS. FROM TIME TO TIME AS MAY BE NEEDED IN THE CREDIT EVALUATION PROCESS. The undersigned, on his/her own behalf and on behalf of the Customer, hereby authorizes Sapp Bros. to provide a copy of this Agreement to such parties as evidence of Customer's consent to release of such information.

CUSTOMER:

CUSTOMER:

Signature: _____
Print: _____
Title: _____
Date: _____

Signature: _____
Print: _____
Title: _____
Date: _____

INDIVIDUAL GUARANTY FOR ENTITY DEBT

The undersigned individual guarantor(s) hereby personally and unconditionally guarantee the payment and performance of all indebtedness and obligations due and owing to Sapp Bros., Inc. and/or any of its affiliates, including Sapp Bros. Petroleum, Inc., Sapp Bros. Travel Centers, Inc., SBT, Inc., S.B.F.F., Inc., and Sapp Bros. Fuels, Inc. (collectively "Sapp Bros." whether referring to one or more of such entities) by the Customer. The undersigned further agrees to pay all of Sapp Bros.' costs of collection, including reasonable attorney's fees if allowed under applicable law, in endeavoring to collect or enforce any of Customer's obligations. Guarantor(s) further authorize(s) Sapp Bros. to obtain any and all credit or asset report(s) on guarantor(s). Sapp Bros. shall not be required to first proceed against the Customer on any past due obligations; this guaranty being absolute in respect to prompt payment. The undersigned charges his/her separate property which is now owned or hereafter acquired, and waives notice of granting of credit from time to time by Sapp Bros. to the Customer as well as waives notice of any nonpayment of accounts when due. This guaranty shall continue indefinitely and nothing shall affect the liability of the undersigned except written notice of the discontinuance thereof, but such termination shall not affect then existing obligations of the Customer and the liability of the undersigned with respect thereto shall continue and be binding upon his/her heirs, administration, successors, and assigns. **The undersigned personal guarantor(s), recognizing his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consent(s) to and authorize(s) the use of consumer credit report on the undersigned by Sapp Bros. from time to time as may be needed in the credit evaluation process.**

Signature: _____
Print: _____
Date: _____

Signature: _____
Print: _____
Date: _____

[TO BE COMPLETED BY SAPP BROS.] AGREED AND ACCEPTED: The Master Credit Agreement and Individual Guaranty are hereby agreed and accepted by Sapp Bros. (on behalf of Sapp Bros., Inc., and its affiliates, including Sapp Bros. Petroleum, Inc., Sapp Bros. Travel Centers, Inc., SBT, Inc., S.B.F.F., Inc., and Sapp Bros. Fuels, Inc.):

Signature: _____
Print: _____
Title: Authorized Representative



**AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER
DEBIT/CREDIT AGREEMENT**

COMPANY NAME: _____

ADDRESS: _____

EFT Contact person within your organization:

Name E-mail address Fax # Phone number

I would like to receive my EFT Settlement Notice by: Fax E- Mail

Purpose of this form is to set up an EFT Account:

Financial Institution: _____

Financial Institution Address: _____

Type of Account: ABA Number _____

 Checking Acct# _____

 Savings Acct # _____

I hereby authorize Sapp Bros., Inc. to initiate variable entries to the account indicated above and the financial institution named, to debit or credit the same to such account. I also authorize Sapp Bros., Inc. to release any of the above information as deemed necessary to enable payment by electronic funds transfer. This authorization is to remain in full force and effect until Sapp Bros., Inc. has received written notification from me of its termination in such time and manner as to afford the Company a reasonable opportunity to act on it.

I declare that I have examined this application, and to the best of my knowledge and belief, it is correct and complete.

Signature: _____

Title: _____

Date: _____

ATTACH A "VOIDED" CHECK OR A SAVINGS ACCOUNT DEPOSIT SLIP TO THIS FORM.

