

SAPP BROS., INC.

9915 S. 148th Street
Omaha, NE 68138
Telephone (402) 895-2202
Facsimile (402) 895-4253
ar@sappbros.net



INDIVIDUAL CREDIT APPLICATION

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

SECTION 1 – INFORMATION REGARDING APPLICANT

Full Name (Last, First, Middle): _____ SSN: _____

Bill to Address: _____ City: _____

County: _____ State: _____ Zip: _____ Telephone: _____

Ship to Address: _____

City: _____ State: _____ Zip: _____ Sign up for Access to Online Portal

(Requires Email Address)

Email: _____

Presently Employed? Yes No If Yes, Name of Employer: _____

SECTION 2 – INFORMATION REGARDING CO-APPLICANT (If applicable)

Relationship to Applicant: _____ Co-Applicant Name (Last, First, Middle): _____

SSN: _____

Presently Employed? Yes No If Yes, Name of Employer: _____

SECTION 3 – CREDIT REQUEST

ESTIMATED MONTHLY PURCHASES: \$ _____

NOTES:
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SECTION 4 – ACKNOWLEDGEMENT AND AUTHORIZATION:

EVERYTHING THAT I HAVE STATED IN THIS APPLICATION AND AGREEMENT IS CORRECT AS OF THE DATE LISTED BELOW TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT IN MAKING A DECISION ON MY APPLICATION YOU ARE RELYING ON THIS INFORMATION. I UNDERSTAND THAT YOU WILL RETAIN THIS APPLICATION WHETHER OR NOT IT IS APPROVED. SAPP BROS., INC. AND/OR ITS AFFILIATED ENTITIES ARE HEREBY AUTHORIZED TO CHECK MY CREDIT AND EMPLOYMENT HISTORY (INCLUDING REQUESTING REPORTS FROM CONSUMER REPORTING AGENCIES AND OTHER SOURCES) TO EVALUATE MY APPLICATION, AND TO REVIEW, MAINTAIN AND COLLECT MY ACCOUNT; FURTHER, UNTIL FURTHER NOTICE FROM ME, YOU ARE RELEASED TO ASK AND ANSWER QUESTIONS ABOUT MY CREDIT EXPERIENCE UPON REQUEST FROM OTHERS.

I HAVE RECEIVED, READ AND AGREE TO THE SALES TERMS AND MASTER CREDIT AGREEMENT SET FORTH ON THE FOLLOWING PAGE. I UNDERSTAND AND AGREE THAT A FACSIMILE OR PHOTOCOPIES OF THIS APPLICATION AND AGREEMENT AND MY SIGNATURE THEREON SHALL BE DEEMED AN ORIGINAL FOR ALL PURPOSES.

Applicant's Signature

Date

Co-Applicant's Signature

Date

[TO BE COMPLETED BY SAPP BROS.] 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.):

Date: _____

Signature: _____

Print: _____

Title: Authorized Representative

SALES TERMS AND MASTER CREDIT AGREEMENT

This Credit Application and Credit Agreement shall apply to all transactions and/or indebtedness incurred by you (the "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 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 statement 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 and propane 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.

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 an account designated by Customer using Automated Clearing House (ACH) or other electronic means. Customer agrees to have sufficient funds available in the designated 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 credit balance or other indebtedness of Customer, including without limitation the right to offset such indebtedness on a daily or other periodic basis against receipts collected by Sapp Bros. through its credit card processing service (approved ISO or other service) which are attributable to sales by Customer to third parties by credit or charge card..

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.

SAPP BROS., INC.

9915 SOUTH 148TH STREET
OMAHA, NE 68138-0305
TELEPHONE: 402-895-7038
TOLL FREE: (800) 233-4059
FAX: (402) 895-1957
ar@sappbros.net



AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER DEBIT/CREDIT AGREEMENT

COMPANY NAME: _____

ADDRESS: _____

EFT Contact person within your organization:

Name	E-mail address	Fax #	Phone number
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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.