

THE JERRY BROWN CO., INC.

Business Credit Application

PO Box 41390, Eugene, OR 97404
2690 Prairie Rd. , Eugene, OR 97402
Tel (541) 688-8211 Fax (541) 688-8214
www.jbco.com

Product(s) Requested

- Bulk Fuel
 Lubricants
 Cardlock (include c/l application)
 gas diesel

Applicant's Legal Name _____ Phone (_____) _____ Fax (_____) _____

dba Name(s) _____ Type of Business _____

Address _____ City _____ ST _____ Zip _____

Billing Address (if different) _____ City _____ ST _____ Zip _____

Federal EIN # _____ E-Mail Address _____ Web-site Address _____

Accts payable contact _____ Phone (_____) _____ e-mail _____

Physical Delivery Address (**Required for bulk fuel & lubricants**)

Street _____ City _____ ST _____ Zip _____

Within legal

County _____ city limits yes no Phone (_____) _____

How did you hear about us? _____

Online Account Access: (email address required) www.jbco.com www.cfnnet.com

*Contact office for explanation of features associated with each website & email address required

Credit Limit Requested \$ _____ Estimated monthly fuel usage _____ gallons

Auto Pay (ACH draft - required on limits of \$20,000 or higher - If checked, complete last page)

Form of Sole Proprietor Partnership Government Non-Profit Year Business Established _____

Organization: C-Corp S-Corp LLC Other _____ Year Incorporated/Registered _____ State _____

Full Names and home addresses of owners or other authorized officers, etc., of entity

Name _____ Address _____

% of Ownership _____ Title _____ Phone (_____) _____

Name _____ Address _____

% of Ownership _____ Title _____ Phone (_____) _____

Name _____ Address _____

% of Ownership _____ Title _____ Phone (_____) _____

List additional owners on separate attachment if necessary

Internal Use Only

Date In: _____ Source: (w)____ (m)____ (f)____ (o)____ (sp)____ A D By: _____

Account Number(s) _____ Terms/Payment/Gallon/Method _____

Customer Contact _____ SP emailed _____ Final mailed _____

TRADE References- List four MAIN suppliers and BANK

Name _____ City/State _____ Fax (____) _____

Name _____ City/State _____ Fax (____) _____

Name _____ City/State _____ Fax (____) _____

Name _____ City/State _____ Fax (____) _____

Bank _____ City/State _____ Acct # _____

Bank Contact _____ Phone (____) _____ Fax (____) _____

-Bulk Fuel Delivery Accounts Only-

Do you have underground storage tanks (USTs)? NO YES -if yes complete following & attach DEQ UST permit

UST Facility # _____ Number of USTs _____ UST Capacity (in gallons) _____

Is delivered fuel for boiler use? YES NO

TERMS AND CONDITIONS

APPLICANT(S) AGREE TO THE FOLLOWING TERMS IF CREDIT IS EXTENDED TO US BY THE JERRY BROWN CO., INC. (Company).

1. All information provided along with this application will be used solely for the purpose of extending credit and assigning applicable fuel taxes to Applicant. Additional credit terms will be based on Company credit policy and will be provided at time application is accepted by Company. If payments are not made within terms, Applicant's right to purchase and Applicant's credit with Company may immediately terminate without notice. A finance charge computed at the monthly rate of 1 3/4% (annual percentage rate 21%) (minimum \$1.00) may be assessed on any amount due, after applying payment received, which remains unpaid for 30 days or more after closing. A fee may be assessed for any returned check or draft. Applicant warrants that the information provided with this application is accurate and may be relied upon in making Company's credit decision. Applicant authorizes our bank and suppliers to furnish you any information necessary to complete your evaluation of our application. Applicant agrees to pay all costs of collection, including attorney's fees if an attorney is engaged, whether or not a legal proceeding is filed, and in bankruptcy or otherwise. If a legal proceeding is filed to interpret or enforce this agreement, the prevailing party will be entitled to reasonable attorney's fees in such proceeding or any appeal thereof.

CFN customers-a service charge of five (5) dollars per card may be assessed for reactivation of CFN cards

2. Applicant will use a cardlock, if applied for, for agricultural, business, or commercial purposes only, and will not use or allow the use of the cardlock to purchase fuel for personal, family, or household purposes. Applicant acknowledges that a cardlock is not a credit card, and Applicant agrees to be fully liable to Company for all purchases made by use of a cardlock issued to Applicant, whether authorized by Applicant or not. Applicant agrees to indemnify Company for any losses arising from a breach of this provision.

3. Should neither the applicant nor any agent be present at the time of delivery by Company, the Company shall be authorized to send a copy of the invoice showing the date of delivery, and such delivery shall be deemed accepted and subject to this agreement unless applicant shall make known to Company in writing, received by Company within five (5) business days thereafter, of any alleged error in said invoice.

AUTHORIZED SIGNATURE OF APPLICANT'S OWNER OR CORPORATE OFFICER

Authorized signature _____ Date _____

Printed Name _____ Title _____

PERSONAL GUARANTEE *Copy and attach if additional guarantee(s) are needed*

I, _____, (Guarantor) hereby individually and unconditionally guarantee full payment of all amounts which become due to The Jerry Brown Company, Inc. (Company), and performance of the above terms and conditions, by Applicant. My liability under this Guarantee is continuing, and I guarantee Applicant's performance of all obligations to Company at all times. I hereby waive any notices to which I may otherwise be entitled in connection with this Guarantee and my obligations hereunder. Upon any default by Applicant or myself, I agree that the Company, in its sole discretion, may proceed against me to collect and recover the full amount against me without first proceeding against Applicant. I understand it is my responsibility to keep myself informed about Applicant's financial condition and about all circumstances bearing upon the risk of nonpayment by Applicant which a diligent inquiry would reveal. I also authorize the Company to make whatever credit inquiries that it deems appropriate in connection with this credit application or in the course of review, collection, refinancing or consolidation of any credit extended in connection with this application. I authorize and instruct any person or consumer reporting agency to compile and furnish Company any information that it may request in connection with this application, and agree that any such information shall remain the property of Company whether or not credit is extended. I hereby subordinate in favor of Company any claim, right, or remedy which Guarantor may now or hereafter have or acquire against Applicant or its assets, including claims arising out of this Guarantee. If any payment received by Company and applied against a guaranteed debt is subsequently recovered from or disgorged by Company for any reason, I agree that my obligations under this Guarantee will be reinstated, notwithstanding the earlier full satisfaction of the debt or termination of this Guarantee. I agree to pay all costs of collection, including attorney's fees if an attorney is engaged whether or not an action is commenced. This Guarantee binds my heirs, personal representatives, successors and assigns, although I may not assign my obligations under this Guarantee without the Company's express, written permission.

Individual signature _____ Relation to Applicant: _____

Date _____ Social Security Number _____ - _____ - _____

CARDLOCK CUSTOMER COMPLIANCE AGREEMENT

In order to comply with Oregon Revised Statutes (ORS 480.310 to 480.385) and Oregon Administrative Rules (OAR 837-020-0025 to 837-020-0125), all Oregon Cardlock/Keylock customers must meet and agree to the criteria listed below.

1. BUSINESS INFORMATION

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone (____) _____

2. PROOF OF BUSINESS REQUIREMENT

I agree to provide a Federal Employer Identification Number, **OR** a copy of current document issued by a governmental agency that clearly indicates active participation in the business enterprise, government agency, nonprofit organization or charitable organization identified above:

Federal EIN: _____

or I will provide a current (not expired) copy of the qualifying document checked below (please indicate which one)

Contractor's License

IRS Schedule C

IRS Schedule F

Cab Card

Business License*

PUC License

Landscaper's License

Other-contact office for eligibility

*Assumed Business Name is not valid

This is a DIESEL ONLY account therefore the above requirement does not apply.

3. MINIMUM FUEL PURCHASE REQUIREMENT

I agree to purchase at least **900** gallons of fuel during each 12-month period. A combination of gasoline and diesel from any source during each 12 month period qualifies, OR

I am *exempt* from the minimum required fuel purchase amount. Therefore, (if exempt check the one that applies)

I will provide documentation that the fuel qualifies as a deductible farming expense on my Federal income tax return (line 21 on Schedule F).

The fuel will be purchased by a governmental agency providing fire, ambulance, or police services.

I was a customer of a cardlock facility on and since June 30, 1991 and I meet and agree to all other requirements listed on this agreement.

This is a DIESEL ONLY account therefore the above requirement does not apply.

4. BUSINESS USE REQUIREMENT

I agree any Class 1 flammable liquid (gasoline) purchased will be dispensed only into vehicles or other approved containers owned OR used by a business, government agency, nonprofit, or charitable organization. No personal use allowed.

This is a DIESEL ONLY account therefore the above requirement does not apply.

5. FIRE SAFETY TRAINING REQUIREMENT

I agree that each individual, including each employee, who is allowed to dispense Class 1 flammable liquids (gasoline) for my account will receive the fire safety training, as required by the State Fire Marshal, BEFORE dispensing any fuel.

This training is located on page 5 of this application and a detailed safety brochure will be supplied with your cards.

By signing this agreement, I certify that I have read the information on this agreement and I certify that all information provided and agreed to is true and correct.

Signature _____
(must be signed by authorized representative on account)

Printed Name of Signer _____ Date _____

CARDLOCK SAFETY TRAINING/OPERATING INSTRUCTIONS

1. Insert card with The Jerry Brown Company in upper right hand corner.
2. Enter Personal Identification Number (PIN) and press enter key.
3. If applicable, enter vehicle number and press enter key.
4. If applicable, enter odometer number and press enter key.
5. Enter pump number and press enter key.
6. Insert nozzle in vehicle tank
7. Press start button and place pump lever in start position.
8. Activate nozzle trigger, and remain to the side of the nozzle to avoid being splashed.
9. Remove nozzle from vehicle tank when through fueling.
10. Hang nozzle back on pump.

SAFETY PRECAUTIONS

1. Vehicle motors should be turned off.
2. No Smoking
3. Nozzle must be attended at all times while dispensing product.
4. Product should be dispensed into containers meeting uniform fire code only (glass containers are not allowed)
5. Notify cardlock office of any unsafe conditions (541-688-8211 or 1-800-762-8563)

EMERGENCY PROCEDURES

1. Emergency shut off switches on card guard, fence and/or building.
2. Locations of fire extinguishers located on island and on station well.
3. Location of telephone and emergency phone numbers. For fire and all other emergencies, call 911 as well as the toll free number for The Jerry Brown Company 1-800-762-8563.

CORRECT USE OF AND SAFE OPERATION OF FUEL DISPENSING DEVICES

In case of contact with skin, wash with soap; contact with eyes, flush or 15 minutes; avoid prolong breathing of vapors.

An additional copy of the safety information will be sent with your cards for your records

I certify that I have received and read this safety information provided to me. I will also distribute the material to all employees under my supervision and certify that they have been trained in the safe operation of gasoline dispensing equipment at unattended automated fueling sites.

SIGNATURE _____ DATE _____

CARDLOCK AGREEMENT FOR DISPENSING PETROLEUM PRODUCTS

User understands that the products dispensed are for commercially designated cardholders use only. Resale of products is strictly prohibited. User agrees to abide by any necessary gallonage restrictions that may occur.

User will be held liable by The Jerry Brown Company ("Company") for payment for all products obtained through user's assigned card(s) whether or not such product is obtained by User or anyone else acting with or without User's consent. User will also be held liable for all products obtained by any person who may acquire a card from an "authorized" person, voluntarily or otherwise. The Jerry Brown Company will not attempt to resolve questions of "authority" for the purpose of obtaining product. However, The Jerry Brown Company will assist User in research if Company error is suspected and will relieve User of liability once the suspected error is substantiated. Exception to that stated above shall be made only in the event of a lost or stolen card. User must notify Company immediately when a card or cards is lost or stolen. User shall be liable for any unauthorized charges for 24 hours after User has given official notice. Official notice may be given by telephone call to the Cardlock Manager and to be followed with a written notice. Written notice shall be considered notice on the date of receipt.

In the event that Company is prevented from or hindered in maintaining fuel supplies due to acts beyond Company's control, the obligation of Company to maintain supplies during such periods of disability or hindrance shall be suspended.

User agrees to the payment terms stipulated by Company in establishing the account, and agrees that FINANCE CHARGES may be assessed on past due balances. Failure to pay the total amount owing when due constitutes default and entitles Company, under applicable state law, to demand immediate payment, suspend credit privileges, and to begin collection proceedings. User agrees to pay all collection cost, including but not limited, to, attorney's fees and court costs at both the trial and appellate levels, as allowable by law. This agreement shall be deemed to have been made in the State of Oregon, and User agrees to submit to the laws and jurisdiction of the courts of the State of Oregon and stipulate to venue in Lane County, Oregon.

User agrees to indemnify, defend and hold The Jerry Brown Company, its agents and employees free and harmless from and against all expense, liability and claims for damage to property (including User property) and injury to/or death of persons (including User, its agents and employees) directly out of/or in any way connected with the use of any Jerry Brown Company Cardlock facility.

The User agrees to accept the terms of this Agreement and further agrees to follow the operating instructions and the safety and emergency procedures. This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successor and assigns of The Jerry Brown Company and of User, but no assignment hereby by User shall be made valid without express written consent of The Jerry Brown Company, Inc.

Account holder acknowledges that all authorized users have received fire safety training pursuant to the State of Oregon Rules and Regulations.

All of User's personnel, or any agents, employed by User, who have occasion to utilize the cardlock pump system shall not leave a pump unattended when in use. In the event product spill occurs, User shall take immediate action to arrest the spill, contain and clean up spilled product, and prevent any potential damage. Such action must include fire prevention and control, containment to prevent damage of water or waterways, and collection of product. User shall immediately notify The Jerry Brown Company of any product spill of 10 gallons or more. The Jerry Brown Company may supervise and direct clean up operations and User's personnel shall cooperate with The Jerry Brown Company personnel or its agents acting on Company's behalf in such activities.

SIGNATURE _____ DATE _____

CERTIFICATION OF OREGON "USE FUEL" TAX EXEMPT STATUS

We hereby request to purchase Use Fuel ("Use Fuel" = Undyed Diesel, Propane, CNG or other fuel that is NOT gasoline) exempt of Oregon Use Fuel Tax as permitted by ORS 319.520 for the following reasons:

Check All That Are Applicable:

- _____ 1) Vehicle displays a valid ODOT Motor Carrier Transportation Division Permit (P.U.C permit) or pass
- _____ 2) Vehicle displays a valid Use Fuel vehicle emblem issued by the ODOT Fuels Tax Group.
- _____ 3) Vehicle displays a United States Government License Plate or is a vehicle owned by a state agency or local government entity and displays a State of Oregon "E-Plate".

Please list all permit (PUC plate number), pass, emblem or E-Plate numbers from 1) 2) and 3) above: *(attach more sheets if necessary)*

- _____ 4) Vehicle is a farm tractor or other agricultural implement only incidentally operated on the highway as defined in ORS 19.520(7).
- _____ 5) Vehicle is used exclusively on privately owned property and is not operated on Oregon highways.

Description of off road equipment or containers being filled: *(attach more sheets if necessary)*

All cards eligible for Oregon Use Fuel Diesel Tax Exemption must be labeled according to SB1079.

All cards must be labeled with the truck number & license plate, truck number & emblem number or "E-plate" number if you select option 1, 2 or 3. The description of the equipment being fueled (tractor, backhoe, lawnmower etc) or container being filled (cans, barrel, transfer tank etc) must be on the card for options 4 or 5. The card must be issued to a specific vehicle, a specific piece of equipment or group of equipment (backhoes, lawnmowers etc) in order to be Oregon Diesel Tax Exempt. The Jerry Brown Company cannot remove the State of Oregon Diesel Tax unless these requirements are met.

STATEMENT OF CERTIFICATION

Seller: The Jerry Brown Company-Federal EIN: 93-0763424

We hereby certify that all Use Fuel purchased ex tax at non retail facilities in Oregon on our account with **The Jerry Brown Company** will only be used for Use Fuel tax-exempt purposes as defined in ORS 319.510 through 319.880.

We further agree that we are responsible for proper reporting and payment of taxes, plus applicable interest at 12% per annum and penalties of up to 35% of unpaid taxes, due the State of Oregon for Use Fuel purchased tax-exempt on this account and used for non exempt purposes.

We further agree that this tax reporting and payment responsibility extends to purchases of Use Fuel made using any additional or replacement non-retail cards issued under this account.

We therefore indemnify and hold harmless **The Jerry Brown Company** and it's subsidiaries and assigns from any and all liability relating to the improper use of tax exempt cards.

Purchaser: _____

Company Name: _____

Address of Purchaser: _____

City: _____ State: _____ Zip: _____

Purchaser's Signature: _____

Printed Name of Purchaser: _____

Title: _____ Date: _____

NOTE: This form is only for customers eligible for exemption from the State Diesel Tax on undyed diesel. This does not apply to Off Road Red Dyed Diesel

AUTOMATIC PAYMENT AUTHORIZATION

THE JERRY BROWN CO., INC.
P.O. BOX 41390
EUGENE, OR 97404

JERRY BROWN USE ONLY Account # _____ By: _____

ACCOUNT NAME _____

PHONE(_____) _____

METHOD OF NOTIFICATION: EMAIL Email address: _____

FAX Fax number: (_____) _____

MAIL Mailing address: _____

City _____ State _____ Zip _____

BANK ACCOUNT INFORMATION

BANK NAME _____

BANK ADDRESS _____

CITY _____ STATE _____ ZIP _____

NAME ON BANK ACCOUNT _____

ROUTING NUMBER _____ ACCOUNT NUMBER _____

ACCOUNT TYPE: CHECKING SAVINGS

I authorize The Jerry Brown Company to automatically draft my account on or after the due dates outlines in the terms and conditions of my account until further written notice from me.

AUTHORIZED SIGNATURE _____ DATE _____
(must be signer on bank account)

PRINTED NAME _____ TITLE _____