

ACE FUELING LLC

P.O. Box 189
Kenly, North Carolina 27542
Phone: 919-284-3105
Fax: 919-284-3106

Dear Valued Customer,

We, at Ace Fueling LLC, want to express our sincere thanks for allowing our company the opportunity to service the needs of your firm.

The goal of our company is to provide our customers with the highest quality products and services in the most cost effective way. Most companies in the industry can provide products and services. Accordingly, it is the entire package that comes with our company that makes the difference. Our company is built on the foundation that "**service makes the difference**". This is the strength of any company and we feel it is our finest asset.

Payment for products and services is due ten (10) days from the delivery date of each load. We use ACH to draft your bank account on that due date. A draft notification form will be sent with each invoice. The draft notification form will identify the transaction, the delivery date, the draft date, and the dollar amount. If you should have any question about the transaction, please contact a member of our office staff at 919-284-3105 to resolve it before the draft takes place.

Attached is a standard ACH Agreement to be completed by an officer of your company. The Federal Reserve System dictates the wording of this document and it is designed to adequately safeguard the interests of both parties. Paragraph 5 particularly, assures you that you will always retain control of your bank account. The only thing you will lose is the expense and hassle of writing, processing, and mailing checks.

Enclosed you will also find a credit application. This will give our company the information needed to set up your account and begin doing business in an expeditious manner.

Please be sure to sign both documents and have the guarantee witnessed.

Listed below is what is needed to process your application with us:

1. Credit application
2. Copy of owner's/principal officer's driver's license, as well as for the individual signing the personal guarantee, if different
3. Copy of the person signing as the witness on the Guaranty Agreement
4. Copy of UST permit, if applicable
5. ACH Agreement
6. Copy of a voided check
7. Personal guarantee
8. W9

Thank you for your continued relationship.

Sincerely,

Michael K. Doty

Michael K. Doty

Enclosures (4)

CC: file

Date: _____

ACE FUELING LLC
PO BOX 189 KENLY, NC 27542
Fax - (919) 284-3106
CREDIT APPLICATION

Legal Name of Business

Mailing Address

DBA

City

State

Zip

Federal Tax ID #

Store Address

Business Telephone Number _____ Fax Number _____

E-mail Address _____ Date Business Opened _____

____ Corporation ____ Partnership ____ Individual Owner ____ LLC ____ Other

Principal Owner: _____ Social Security Number _____ - _____ - _____

Driver's License # & State _____ Credit Limit Requested _____

List below majority owners or officers with their title, *home address and phone number*.

1. _____
2. _____

Trade credit references:

1. Name _____
 Address _____
 Phone () _____ Fax () _____

2. Name _____
 Address _____
 Phone () _____ Fax () _____

Bank References:

- 1. Bank _____ Phone () _____ Fax () _____
Contact Name _____ Account No. _____
- 2. Bank _____ Phone () _____ Fax () _____
Contact Name _____ Account No. _____
- 3. Bank _____ Phone () _____ Fax () _____
Contact Name _____ Account No. _____

Ace Fueling LLC, is hereby authorized to obtain all available information concerning bank accounts, loan history, and all other banking transactions and credit information from all companies or individuals listed above. No further authorization is required.

Credit Terms: Upon approval of your credit, we will provide you the necessary banking documents to establish an E.F.T. (Electronic Funds Transfer) arrangement with us. We will post all deliveries to your account receivable on an open item basis, with payment due 10 days after delivery. **We will draft the payment due from your bank account on the 10th day.** We will provide you at least 24 hours advance notice of our intent to draft and will always have our staff available to discuss the transaction, should you believe any adjustment is needed. In the event funds are not available in your bank account to cover our draft, past due balances will bear interest at **one and one-half percent (1 1/2%) per month, which is an annual rate of eighteen percent (18%).** There is a \$300 fee for any returned EFT's or checks if it occurs after the invoice due date. In the event this account is placed for collection with an attorney, you agree to pay reasonable attorney's fees in the amount equal to one-third (1/3) of the balance then due and owing, plus all cost and expenses of collection.

It is certified that the above information is correct and that the individual whose signature appears below is authorized to disclose this information and to obligate the company to this agreement.

BUSINESS NAME: _____ SIGNATURE: _____
TITLE: _____ DATE: _____

The granting of credit is contingent on the results of our evaluation of the information you have supplied above and on the personal guarantee of an owner or officer of your company. **An appropriate individual must sign the guarantee on the following page.**

**ACE FUELING LLC
PO BOX 189 KENLY, NC 27542
CREDIT APPLICATION**

GUARANTY AGREEMENT

In consideration of credit extended to the business named on page one and below, the undersigned hereby absolutely and unconditionally guarantees the prompt payment of all indebtedness due from said business and applicant to Ace Fueling LLC, their successors and assigns, whether now existing or hereafter arising, of whatever nature, kind, or description, whether created directly or indirectly or by acquisition, in accordance with all contract terms between the above applicant and business and Ace Fueling LLC, including any and all attorney's fees and costs incurred for the collection thereof or the enforcement of this Guaranty.

Name of Company Receiving Credit: _____ Federal Tax ID # _____

Name of Guarantor _____ SS # _____

Signature of Guarantor _____ Date: _____

Witnessed by (Print): _____

Signature of Witness _____ Date: _____

Please submit a copy of the driver's license for the Guarantor AND the Witness.

ACE FUELING LLC
ACH AGREEMENT
"Corporate Trade Payments"

This Agreement, dated as of _____, 20____, is
between ACE FUELING LLC, ("Originator") and _____
_____, _____ ("Receiver").

RECITALS

A. Receiver wishes to have Originator initiate Debit Entries to its account specified below (the "Account") in payment of obligations owed by Receiver to Originator pursuant to the terms of this Agreement and the Rules relating to Corporate Trade Payment Entries (the "Rules") of the National Automated Clearing House Association, and Originator is willing to initiate such Entries on the terms set forth below.

B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, Originator and Receiver agree as follows:

1. Authorization. Subject to the terms set forth below, Receiver authorizes Originator to initiate Debit Entries to the Account in accordance with the Rules for obligations owing from time to time by Receiver to Originator resulting from the purchase of petroleum products from Originator.

2. Authorization Procedures. No Entry shall be initiated under this Agreement except in conformity with the authorization provided above. Originator will notify Receiver by facsimile or phone call of the dollar amount prior to the transfer of funds.

3. Originator's Failure to Originate. Receiver shall not be deemed to default on any obligation or suffer any loss of discount or other penalty by reason of the failure of Originator to initiate any Debit Entry in accordance with the terms of this Agreement, or by reason of any delay in receipt by Receiver's financial institution, or the nonreceipt by such institution of any Debit Entry initiated by Originator.

4. Compliance with Rules. Receiver shall comply with and be bound by the Rules as in effect from time to time.

5. Acceptances and Return of Entries. Nothing contained herein shall be deemed to require Receiver or its financial institution to accept any Entry initiated under this Agreement, and any such Entry may be returned in accordance with the Rules. Receiver shall not be deemed to have accepted any Entry that is returned in accordance with the Rules. Originator shall not be deemed in default on any obligation or suffer any loss of discount or other penalty be reason of the return of any Entry, provided such Entry was initiated in accordance with the terms of this Agreement. Notwithstanding

any statement contained in any Entry or any data transmitted with any Entry, and notwithstanding the failure to return any Entry in accordance with the Rules, Receiver shall not be deemed to have accepted any Entry as being in the correct amount if, within 10 days after receipt of the Entry by its financial institution, Receiver provides written notice to Originator of a discrepancy.

6. Credit for Entries. Unless such Entry is returned in accordance with the Rules, Receiver shall, as of the date the amount of such Entry is credited to the Account; credit Originator with the Amount of each Entry received and interest or other charges payable with respect to the amount of such Entry shall cease of the time. Unless such Entry is returned in accordance with the Rules, Originator shall, as of the date of such Entry is credit to its Account with its financial institution, credit Receiver with the amount of each Entry received.
7. Receiver's Account. The Account is the following deposit Account maintained by Receiver:

Financial Institution: _____

Account No. _____

Bank of Location ABA#: _____

Telephone No. _____

Fax No. _____

If Receiver is a natural person, Receiver represents to Originator that the Account is, and during the term of this Agreement, will be, maintained primarily for business, and not for personal, family, or household purposes.

8. Notice. Any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered mail, postage prepaid, and, if to Originator, addressed to:

“Originator”
Ace Fueling LLC,
P.O. Box 189
Kenly, North Carolina 27542

Attn: Michael Doty

“Receiver”

Attn: _____

Unless another address is substituted by notice delivered or sent as provided herein. Any such notice shall be deemed given when so delivered or received.

9. Questions and Errors. In the event of any questions or error relating to Entries initiated pursuant to this Agreement, Receiver should contact Michael Doty and Originator should contact _____ or _____.
10. Liabilities of Parties. Neither Originator nor Receiver shall be liable for the act or omission of any Automated Clearing House, financial institution, or other person.
11. If any erroneous debit entry is made by Originator to Receiver’s account, Receiver shall have the right to have the amount of such entry corrected by giving written notice of such error to Originator within thirty days following the date on which Bank sends to Originator a statement of account or written notice pertaining to such entry. Upon receiving notice of such error, Originator will initiate an offsetting credit. If any debit to Receiver’s account should fail to be honored by Bank due to insufficiency of the available funds, Originator shall be entitled to recover from Receiver all fees and charges imposed by Bank by reason thereof and Receiver shall forfeit any discount or other allowance applicable to the transactions(s) giving rise to such dishonor. Any such occurrence of dishonor may result in the termination of Receiver’s credit. All credit and other terms and provisions between Receiver and Originator shall remain in full force and effect.
12. Termination. Originator or Receiver may terminate this Agreement at any time by giving 30 days prior written notice to the other party. Notwithstanding such termination, this Agreement shall remain in force and effect as to all transactions that have occurred prior to the date of the termination.
13. Headings. Headings are used for reference purposes only, and shall be deemed a part of this Agreement.
14. Law Governing. This Agreement shall be construed in accordance with

and governed by the laws of the State of North Carolina.

15. Entire Agreement. This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous negotiations, representations, and agreements with respect hereto, and shall be binding upon the parties hereto, and their respective successors and assigns. Only writing signed by both parties may amend this Agreement.

Originating (Company)

Ace Fueling LLC
Name

Signature

Date

Receiver (Company)

Name

Signature

Date

NOTE: Please attach a voided check or a copy of a voided check for the bank account identified above.