

United Refining Fleet Fueling Charge Card Account Application

1) The undersigned applicant/buyer ("Applicant") represents that the information given in this application is complete and accurate and authorizes Card Issuer to check with credit reporting agencies, credit references and other sources disclosed to confirm information given; 2) Applicant requests a business charge account, if approved for credit, and one or more business charge cards from the card issuer, which is United Refining Company ("Card Issuer"); 3) Applicant agrees to the terms and conditions set forth in the Business Charge Account Agreement provided with this application and/or provided with the business charge card(s). Use of any card issued pursuant to this application confirms Applicant's agreement to said terms and conditions; 4) If this Account is for a partnership or a proprietorship, a partner or principal must sign this application and the undersigned's personal credit will be used in making a credit decision and they hereby authorize Card Issuer to obtain a consumer report. In the event that this application is denied based upon information contained in a consumer credit report of the undersigned, they authorize the Card Issuer to report the reason for the denial to the Applicant. Direct inquiries of businesses where the undersigned maintains accounts may also be made; 5) For and in consideration of this charge agreement, applicant/debtor agrees as an essential element hereof, in the event of any default, to pay reasonable attorney's fees, costs and interests for collection of any such charge, debt or obligations; 6) Applicant agrees that in the event the account is not paid as agreed, Card Issuer may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information. If you have any questions regarding this application, please call **1-800-642-6478 Ext. 4837**.

Full Legal Company Name of Applicant/Buyer			Phone #		Fax#	
Write company name as you wish it to appear on cards. Limit of 20 characters including spaces. Unless specified, no company name will appear on cards. <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>						
DBA or AKA		Subsidiary of		Applicant's Taxpayer ID # (TIN, FEIN or SSN)		
Headquarters Name, Physical Address and Phone # (Do not include PO Box)				SIC Code or Type of Business		
Billing Contact		Billing Address		City		State Zip+4
Principal(s)/Authorized Officer(s)				Title(s)		
In Business Since (yyyy)	Year of Incorporation (yyyy)	Fiscal Year Start (mm)	Avg Monthly Fuel Expenditures \$		Number of Cards	
Designate the person authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicle, driver and other information we may request.						
Authorized Contact Name		Title		Phone #		Fax #
Mailing Address (if different from billing address)				City		State Zip+4
Email address						
IMPORTANT: If your estimated monthly vehicle expenditures equal \$6,600 or more, please attach your most recent annual and current financial statements.						
Complete this Section Accurately. Select One: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> PC or PA <input type="checkbox"/> LLC Is the Account for a company that has been incorporated less than three years, a partnership, a proprietorship, a professional corporation or association, or a limited liability company? <input type="checkbox"/> No <input type="checkbox"/> Yes (If YES, complete the Personal Guaranty on page 2.)						
Primary Business Bank		Address		City		State Zip+4
Bank Contact Person			Phone #		Commercial Account No.	
Please provide three trade credit references for companies that issue you credit on a regular basis, suppliers or service companies. Do not provide credit cards or oil company cards.						
Company Name		City, State		Contact		Phone #
Company Name		City, State		Contact		Phone #
Company Name		City, State		Contact		Phone #
<input type="checkbox"/> Check here if business is exempt from motor fuels tax. (Tax representative will provide further details.)						
INFORMATION SHARING CLAUSE: United Refining Company and its affiliates may, to the extent allowed by law and the terms of the Agreement, share all information disclosed or generated through this Application.						
AUTHORIZED SIGNATURE REQUIRED						
Any person signing on behalf of a legal entity attests that the Applicant is a valid business entity, that, if applicable, the execution of this Application has been duly authorized by all necessary action of Applicant's governing body, and that the undersigned is authorized to make this Application on Applicant's behalf.						
Signature X		Date	Print Name		Title	
FOR OFFICE USE ONLY						
Opportunity Number		Sales Code		Plastic Type UNRA Vehicle UNRS In-Station		Coupon Code Account Number 45

United Refining Fleet Fueling Charge Card Account Application - continued

Complete the Personal Guaranty below if this account is for a:

**Company that has been incorporated less than three years,
Partnership,
Proprietorship
Professional corporation or association, or Limited liability company.**

PERSONAL GUARANTY

This Guaranty is made and entered into by the undersigned (the "Guarantor") in favor of United Refining Company and United Refining Company of Pennsylvania, together with their respective affiliates and subsidiaries (collectively "United"). Guarantor represents and warrants to United that Guarantor is a partner, shareholder, member, officer, director or other interested party in the business of (the "Applicant"). In order to induce United to grant or continue to extend credit to Applicant, Guarantor hereby agrees, for good and valuable consideration and intending to be legally bound, as follows: 1) Guarantor hereby guarantees and becomes surety for the payment and performance of all obligations of Applicant to United howsoever arising. Guarantor's obligations are primary, absolute and unconditional. Guarantor authorizes and agrees that United may, at any time and from time to time, without notice to Guarantor, renew, compromise, extend, increase, accelerate or otherwise change the time for performance, or the amount of any credit line or debt extended to or owed by Applicant. Guarantor further authorizes and agrees that United may, at any time and from time to time, without notice to Guarantor, hold, exchange, liquidate, waive or release, in whole or in part, collateral security for payment of the obligations of Applicant. 2) This is a Guaranty of payment and performance not merely collection. Guarantor waives any right to require United to attempt collection or otherwise proceed against Applicant, enforce a security interest in or collect from any collateral held by United, or to pursue any claim or remedy against Applicant or any other party prior to making demand upon Guarantor. Guarantor hereby waives any right of subrogation, reimbursement or indemnity against or by Applicant in favor of Guarantor, and further waives notice of protest, dishonor or acceptance. 3) Guarantor agrees to pay all costs of collection, including reasonable attorney's fees together with costs. 4) This Guaranty shall be binding upon and inure to the benefit of the heirs, personal representatives (if an individual), and successors and assigns of the parties. Nothing herein shall relieve the Guarantor under this Guaranty except a.) a written release by United; or b.) payment in full of the Applicant's obligations. This Guaranty shall be deemed made and shall be performable in the Commonwealth of Pennsylvania. Venue shall be in the state and federal courts having jurisdiction in and for Erie County, Pennsylvania, or such other place as United may select and in which an action hereunder may be brought.

In witness whereof, the Guarantor (and each of them, jointly and severally if more than one) have caused the due execution hereof.

Guarantor's Signature X	Print Name	Date of Birth	Social Security No.
Guarantor's Residential Address – street, city, state, zip (Do not include PO Box)		Phone #	Date (mmddyy)
Guarantor's Signature X	Print Name	Date of Birth	Social Security No.
Guarantor's Residential Address – street, city, state, zip (Do not include PO Box)		Phone #	Date (mmddyy)
Guarantor's Signature X	Print Name	Date of Birth	Social Security No.
Guarantor's Residential Address – street, city, state, zip (Do not include PO Box)		Phone #	Date (mmddyy)

Instructions: Complete and sign application. To speed processing, fax your application to us at 1-814-726-4709.

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