

APPLICATION FOR CREDIT

Coffee Cup Fuel Stops & Convenience Stores, Inc.*
2508 S Carolyn Avenue
Sioux Falls, SD 57106
Phone (605) 274-2540
Fax (605) 271-7440

Legal Name _____
Address _____
City _____ State _____ Zip _____
Bill To: _____
Address _____
City _____ State _____ Zip _____
Type of Business _____
Telephone # _____ Fax # _____ E-Mail _____
Taxpayer Identification # _____
Date Business Started _____ Type of Ownership: _____ Individual _____ Partnership _____ Corporation

Full Name of Individual, Partners, or Officers (if additional space is needed, please utilize back side)

1. _____
Name Title SS#
2. _____
Name Title SS#

BANK REFERENCE: Name of Bank _____
Bank Officer _____
Address _____
Telephone # _____

CREDIT REFERENCE: (Other than fuel suppliers)

	Name	Address	Fax/ Phone/Email
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

* This Application For Credit is submitted to Coffee Cup Fuel Stops & Convenience Stores, Inc., Big Cup, Inc. and its subsidiaries, H Holding Company and its subsidiaries, and Heinz Inc. and its subsidiaries, hereinafter collectively referred to as "Coffee Cup". The Applicant hereby gives written authorization to Coffee Cup to contact bank and credit references disclosed on this Application as well as credit bureau and/or credit reporting agencies and to obtain from such entities information which Coffee Cup deems necessary to enable it to evaluate and/or update this Application. The Applicant also authorizes the references disclosed to release to Coffee Cup all information requested pertaining to the Applicant's accounts, business practices, and credit history. The information given on this Application is for the purpose of obtaining credit and is warranted by the Applicant to be true as of the date indicated. In the event of any subsequent substantial change in the financial condition of the Applicant, the Applicant agrees to promptly notify Coffee Cup of such change in financial condition. The Applicant agrees to provide Coffee Cup updated financial data and information at the request of Coffee Cup in order for continuation of credit. In the event credit is granted by Coffee Cup, Applicant agrees to pay all Coffee Cup invoices in accordance with the following terms. Charges incurred from Sunday through Saturday of each week shall be due the following Friday of each week. A finance charge of 1 1/2 % per month will be charged on any amount past due. Applicant also agrees to pay all reasonable costs and attorney fees as are allowable under the law of South Dakota incurred by Coffee Cup in collecting past due amounts from Applicant.

Name Title Date

Personal Guaranty

In order to induce Coffee Cup Fuel Stops & Convenience Stores, Inc., and its subsidiaries, Big Cup, Inc. and its subsidiaries, and Heinz, Inc., and its subsidiaries, hereinafter collectively referred to as "Coffee Cup" to extend credit or to continue to extend credit to _____, of _____, hereinafter the "Debtor" for the purchase of goods/products, the undersigned hereby jointly and severally guarantee unto Coffee Cup the prompt and full payment of any and all obligations of the Debtor owing to Coffee Cup, irrespective of the amount said obligation, and hereby agree to bind themselves to pay promptly on demand, any sum which may become due to Coffee Cup by the Debtor whenever the Debtor shall fail to pay the same.

This Guaranty shall be a continuing and irrevocable guaranty for obligations of the Debtor owed to Coffee Cup, and the Guarantor(s) do hereby waive notice of default, non-payment, partial payment, presentment, demand, protest, notice of protest, and all other notices to which the Guarantor(s) might be otherwise entitled to, or to which may be required by law. The release of any one or more of the undersigned Guarantor(s) shall not release any other Guarantor(s) from the obligations herein. To the extent permitted by the law of South Dakota, the Guarantor(s) further agree to pay all costs, including service charges and interest charges, and reasonable attorney's fees, incurred by Coffee Cup in collecting amounts hereby guaranteed whether from Debtor or Guarantor(s), or in the enforcement of this Guaranty against any one or all the Guarantor(s).

Each Guarantor authorizes Coffee Cup at any time and from time to time, and in such manner, and on such terms, and for such time as Coffee Cup deems fit, with or without notice to any one of the Guarantor(s), to alter, accelerate, extend, or change the time or manner for the payment of any indebtedness or any part thereof or to increase or decrease the rate of interest thereon, or to release, substitute or add one or more endorsers or guarantors. Each Guarantor agrees that no such action by Coffee Cup shall affect the Guarantor(s) liability hereunder in any manner as long as this Guaranty is in force. The Guaranty shall be binding upon the Guarantor(s) heirs, legal representatives, successors, and assigns, and shall inure to the benefit of Coffee Cup and Coffee Cups' successors and assigns. Coffee Cup may proceed against any Guarantor(s) for any amount guaranteed hereunder whether action is brought against any Guarantor(s) for any amount guaranteed hereunder whether action is brought against the Debtor or whether the Debtor is joined in any such action(s) or not, or whether action is brought against other Guarantor(s).

All sums guaranteed hereby shall be in U.S. dollars.

The acceptance of this Guaranty by Coffee Cup is not intended to and does not release any liability previously existing of any Guarantor(s) of any indebtedness or liability of the Debtor to Coffee Cup.

Dated this _____ day of _____, 20_____.

Guarantor Signature

Guarantor Signature

Print Name

Print Name

Address

Address

Phone Number

Phone Number

**COFFEE CUP FUEL STOPS & CONVENIENCE STORES, INC.
AUTHORIZATION AGREEMENT**

_____ (“Customer”) hereby authorizes Coffee Cup Fuel Stops & Convenience Stores, Inc. (“COFFEE CUP”) to originate entries transferring funds from (“debit”) or to (“credit”) Customer’s demand deposit account indicated below and hereby authorizes the Financial Institution named below to accept and to credit or debit the amount of such entries to Customer’s demand deposit account. The amount of debit entries to Customer’s account will be based on monies due COFFEE CUP.

Customer understands that the Financial Institution will accept a funds transfer entry only if there are sufficient funds in Customer’s account to process the entry. Customer agrees to keep sufficient funds in the account to cover debit entries originated by COFFEE CUP.

Coffee Cup Fuel Stops & Convenience Stores, Inc. will use its best efforts to ensure that debit entries to Customer’s account originated by COFFEE CUP are in the correct amounts due COFFEE CUP; however, in no event will COFFEE CUP be liable for any incidental or consequential damages associated with any incorrect entry processed by Customer’s Financial Institution and COFFEE CUP will be responsible only for the refund of any overcharge when verified by COFFEE CUP as such. All funds due COFFEE CUP from Customer are fully due on the Friday after the end of the prior calendar week for goods/products. COFFEE CUP has the authority to debit entries to Customer’s account pursuant to this Agreement. Any due date which falls on a non-banking holiday, shall be treated as the following business banking day. Customer has one business day prior to fund withdrawal to notify COFFEE CUP of any discrepancies in the amount due to COFFEE CUP.

This authority shall remain in effect until thirty (30) days after COFFEE CUP has received written cancellation from Customer. Notice of cancellation shall in no way affect debit or credit entries initiated prior to actual receipt of notice. COFFEE CUP may terminate this authority at any time without notice. Notices will be properly given when deposited in the U. S. Mail, registered, postage paid and return receipt requested. Notices mailed to COFFEE CUP will be sent to: Coffee Cup Fuel Stops & Convenience Stores, Inc., Attn: Credit Department, 2508 S Carolyn Avenue, Sioux Falls, South Dakota 57106.

Customer Name

Customer Address

Customer’s Financial Institution

Bank’s Telephone Number

Bank Address

Bank’s Transit/ABA Number

Bank Account Number

Please attach a voided check for the Customer’s demand deposit account from the Financial Institution agreed to and accepted this _____ day of _____, 20 ____.

CUSTOMER _____

**COFFEE CUP FUEL STOPS &
CONVENIENCE STORES, INC.**

By: _____

By: _____

Date: _____

Date: _____

CARD SPECIFICATIONS

COMPANY NAME _____

Cards will be assigned a card number and will display your company name.

1. How many cards would you like sent to you? _____
2. Your statement/invoice will be separated by card number. If you would like your cards to be assigned to individual drivers or units, please list the driver names/unit numbers below (continue list on the back of this page if necessary):

_____	_____
_____	_____
_____	_____

3. Please select a purchase option for your cards from the below list: _____

- 1) Diesel & Def (includes reefer)
- 2) Diesel, Def, & Gas (all fuels)
- 3) All Fuels, Scales, & Truck Supplies (like oil, windshield washer fluid, etc.)
- 4) All products no restrictions

4. Do you want the driver to enter odometer readings? **YES** **NO**

5. Would you like us to assign 4 digit Driver IDs/PINs* to your card(s)? **YES** **NO**

***Please note:** even without an assigned Driver ID/PIN, drivers will be prompted to enter a unit number at the time of purchase. Assigning a Driver ID/PIN will simply require the driver to enter the specified number for the charge transaction to be approved.



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Coffee Cup Fuel Stop Customers:

Thank you for your recent application for credit with our company. All new customers applying for Coffee Cup Fuel Stop charge cards are required to sign up for our EFT fund transfer program. A copy of the explanation and the sheet to sign and send back are enclosed with this letter.

Please call if you have any questions. We can be reached at 1-800-554-4819.

Thanks for your interest in our company



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ELECTRONIC FUNDS TRANSFER PROCEDURES

The electronic Funds Transfer provides for electronic payments from the Customer's bank account to Coffee Cup Fuel Stop's (CCFS's) bank account. Time wasted in check processing of payments is eliminated

How It Works

Monday – Sunday	CCFS sells goods to Customer
Following Monday	CCFS sends an invoice to Customer
Following Friday	Customer's bank account is charged and the payment is credited to CCFS and the Customer's account at CCFS

If Customer receives an invoice that contains a discrepancy, call CCFS immediately to avoid a debit of the disputed amount. The Customer must contact CCFS at least two business days prior to the due date if changes are to be made.

To commence the Electronic Funds Transfer procedures, please complete the enclosed "Authorization Agreement" and attach a copy of a voided check or deposit slip. The Customer's EFT program will begin approximately two weeks from the date CCFS receives the "Authorization Agreement".