



Rogers Petroleum, Inc.

Corporate Office • 1634 W. First North Street, Morristown, TN 37816 • (423) 581-7460 • Fax (423) 581-1153
Oak Ridge Cardlock Facility • 270 Midway Lane, Oak Ridge, TN 37830 • (865) 522-6926 • Fax (423) 581-1153
Kingsport Cardlock Facility • 391 Moreland Drive, Kingsport, TN 37660 • (865) 581-7460 • Fax (423) 581-1153
Livingston Bulk Plant • 105 Taylor Street, Livingston, TN 38570 • (931) 823-1215 • Fax (423) 581-1153
Murfreesboro Bulk Plant • 120 Bridge Avenue, Murfreesboro, TN 37129 • (615) 893-4801

BUSINESS INFORMATION

Legal Name of Company or Individual DBA Years in Business
Telephone Fax E-mail
Business Address City State Zip How long at this address?
Mailing Address City State Zip
Check one: Proprietorship Partnership LLC Corporation Non Profit
Subsidiary of Parent Company? Yes No Name of Parent Company? Tax Exempt: Yes No
FEIN # Dun & Bradstreet #:

BUSINESS BANK INFORMATION

Primary Bank Address City State Zip
Bank Contact Person/Phone Fax Account Type and Number

CREDIT REFERENCES

Business Name Address City Zip Phone Fax/Email
Business Name Address City Zip Phone Fax/Email
Business Name Address City Zip Phone Fax/Email

OWNER, PRINCIPAL, AND/OR OFFICER OF THE CUSTOMER

Name Position SS#
Name Position SS#
Home Address City/St Zip
Home Phone Driver's License # Date of Birth
Own Rent Have you ever filed for personal bankruptcy? Yes No

ACCOUNTS PAYABLE, BILLING INFORMATION

AP Contact Phone # Fax#
Email Address for Invoices and Monthly Statements:

I certify that the information is true and correct. As a principal of the applicant, I authorize and request Rogers Petroleum, Inc. to obtain and consider my personal credit in conjunction with this application. Facsimile and scanned signatures shall have the same force and effect as an original signature.

[X]Signature Print Name Title
Salesperson Expected Volume \$ Gallons

The entity or individual (hereinafter "Customer" agrees to pay all charges when due. In the event said charges are not timely paid, Customer agrees to pay Rogers Petroleum a service charge of 1.5% per month on the unpaid balance of all charges not paid within the due date (or the highest rate allowed by law). This is not interest on a loan or a finance charge but an agreed to service charge for the failure to timely pay for goods and services received.

Customer acknowledges credit limits set by Rogers Petroleum, Inc. are solely for the benefit of Rogers Petroleum, Inc. and may be modified at any time by Rogers Petroleum, Inc. at Rogers Petroleum's sole discretion. Any purchases by Customer in excess of a prior credit limit shall be deemed a waiver of the existing credit limit. Customer acknowledges invoices and statements will provide Customer with actual knowledge of such modifications. Customer agrees to pay for all purchases notwithstanding the credit limit in effect at that time of purchase.

All forms of returned payments are subject to a returned payment fee. These fees are subject to change at any time at the discretion of Rogers Petroleum, Inc.

Customer agrees to give Rogers Petroleum, Inc. written notice of any dispute concerning any invoice issued by Rogers Petroleum, Inc. within thirty (30) days from the date of the invoice, or Rogers Petroleum, Inc. may conclusively presume the invoice to be accurate.

Rogers Petroleum, Inc. may, at its option, refuse to permit charges to be incurred on the account. Delivery of product to the facilities or trucks of Customer may be made without obtaining signatures upon delivery. Delivery times are "best efforts" only. Rogers Petroleum, Inc. will not be responsible for any claims or damages whatsoever for failure to deliver at certain times.

The parties agree that, if the account is referred for collection to an attorney, the Customer and the undersigned will pay reasonable attorneys' fees and costs of collection.

The parties agree, notwithstanding applicable conflict of laws, that the laws of the State of Tennessee shall apply to interpretation and enforcement of the terms and conditions set forth herein, as well as any other dispute arising out of this agreement, whether based in contract, tort, statute or otherwise. The parties further agree that, because this contract is made and is to be performed in Hamblen County, TN., if any litigation is commenced to arising out of this agreement, the sole and exclusive venue for resolution of these disputes will be in Hamblen County, Tennessee, in either the Tennessee Superior Courts for the County of Hamblen or the U.S. District Courts for the Eastern District of Tennessee. Customer and undersigned guarantor further agree that they will irrevocably submit to the jurisdiction of this selected venue, which selection is intended to be mandatory, and waive all right to seek venue elsewhere. The parties further covenant and agree, if suit or litigation is filed by either party to this agreement, Tennessee retains both *in rem* and *in personam* jurisdiction over both parties and their assets.

The undersigned ("Customer") states that all of the foregoing information is true and correct and requests that Rogers Petroleum extend credit, and/or continue previously extended credit, to Customer in material reliance upon such information. The undersigned provides authorization to release any information necessary toward the processing of an account application with Rogers Petroleum. This information will be kept strictly confidential. **The undersigned has read and agrees to the Terms and Conditions attached to this agreement and agrees that all of those Terms and Conditions are binding on the Customer.** Facsimile and scanned signatures shall have the same force and effect as an original signature.

[X]Signature \_\_\_\_\_ Please Print Name \_\_\_\_\_

[X]Signature \_\_\_\_\_ Please Print Name \_\_\_\_\_

[X]Signature \_\_\_\_\_ Please Print Name \_\_\_\_\_

**CONTINUING PERSONAL GUARANTY**

As a direct and material inducement to one or all of the Rogers Petroleum, Inc. companies to grant financial accommodations or otherwise extend credit to Customer, the undersigned (jointly and severally) hereby unconditionally personally guarantees to Rogers Petroleum, Inc. the payment, when due, of every claim (including but not limited to service charges, reasonable attorneys' fees and costs) of Rogers Petroleum against the Customer. This is a continuing personal guaranty and shall remain in full force until written revocation from the undersigned is actually received by Rogers Petroleum Inc., but such revocation shall be effective only as to claims of Rogers Petroleum, Inc. that arise out of transactions entered into after its receipt of such notice. Rogers Petroleum, Inc. shall not be required to first proceed against applicant or enforce any other remedy before proceeding against either of the undersigned. As a continuing personal guaranty, this shall not be discharged by the death of the undersigned and shall bind the heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor assignee of Rogers Petroleum, Inc. The term of this guaranty shall be for the duration of the agreement, and any addendum thereto, and shall guarantee all obligations that may arise or occur during the term thereof though enforcement shall be sought subsequent to any termination. Notwithstanding the full payment of any claim or receipt of any revocation, this continuing personal guaranty shall remain in full force and effect or be reinstated with respect to claims against the Customer if the Customer files for bankruptcy protection, or in any court proceeding an order or judgment is entered compelling Rogers Petroleum, Inc. to return or refund any amount of payment made with respect to the claims. Further, the undersigned agrees to and hereby does, waive any and all right to subrogation against the Customer for monies paid to Rogers Petroleum, Inc. under this or any other agreement binding the undersigned or the Customer. The undersigned waives all statutory rights available to them as sureties. The undersigned further agrees to pay all reasonable costs, expenses and attorneys' fees incurred in the enforcement of this continuing personal guaranty, or in the enforcement of any obligation as a result of the extension of credit. Facsimile and scanned signatures shall have the same force and effect as an original signature. By my signature hereto I authorize Rogers Petroleum, Inc. and its agents and employees to conduct such inquiry as it or they deem necessary to verify credit and such inquiry may be of the references attached hereto (who may release such information) or of the usual and customary credit reporting agencies.

[X]Signature \_\_\_\_\_ Please Print Name \_\_\_\_\_

[X]Signature \_\_\_\_\_ Please Print Name \_\_\_\_\_

[X]Signature \_\_\_\_\_ Please Print Name \_\_\_\_\_

**ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT**

We hereby authorize Rogers Petroleum, Inc. and each of its successors and assigns and other affiliated companies to initiate debit or credit entries to our checking account indicated below and the depository named below (hereinafter called "Depository") to debit the same to such account. This is a binding agreement that may be executed by facsimile.

DEPOSITORY BANK NAME \_\_\_\_\_ TELEPHONE \_\_\_\_\_

BANK ACCOUNT # \_\_\_\_\_ ABA (Routing#) \_\_\_\_\_

This EFT agreement is to remain in full force and effect until Rogers Petroleum, Inc. and the Depository have received written notification from us in such time and manner as to afford Rogers Petroleum, Inc. and the Depository a reasonable opportunity to act on the notification. This agreement allows Rogers Petroleum, Inc. to charge debits or credits to this account at frequent intervals for varying amounts.

LEGAL NAME OF COMPANY \_\_\_\_\_

[X] Signature \_\_\_\_\_ DATE \_\_\_\_\_

**AUTHORIZED SIGNER ON THE BANK ACCOUNT**

*ATTACH VOIDED CHECK*

**PRODUCT DELIVERY ADDRESSES**

Location 1. Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_ County \_\_\_\_\_

Tank Size \_\_\_\_\_ Facility ID# (if larger than 550 Gallons) \_\_\_\_\_

Tank Dimensions \_\_\_\_\_ L\_X \_\_\_\_\_ W \_\_\_\_\_

Location 2. Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_ County \_\_\_\_\_

Tank Size \_\_\_\_\_ Facility ID# (if larger than 550 Gallons) \_\_\_\_\_

Tank Dimensions \_\_\_\_\_ L\_X \_\_\_\_\_ W \_\_\_\_\_

Location 3. Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_ County \_\_\_\_\_

Tank Size \_\_\_\_\_ Facility ID# (if larger than 550 Gallons) \_\_\_\_\_ Tank

Dimensions \_\_\_\_\_ L\_X \_\_\_\_\_ W \_\_\_\_\_

Please attach additional pages as needed

**REFINED PRODUCTS REQUIRED**

- |  |   |
|--|---|
| <input type="checkbox"/> Conventional Gasoline 87 Octane | <input type="checkbox"/> Ultra Low Sulfur Diesel- Dyed  |
| <input type="checkbox"/> Conventional Gasoline 93 Octane | <input type="checkbox"/> Ultra Low Sulfur Diesel- Clear |
| <input type="checkbox"/> Gasohol 87 Octane               | <input type="checkbox"/> Kerosene                       |
| <input type="checkbox"/> Gasohol 93 Octane               |   |
| <input type="checkbox"/> Diesel Exhaust Fluid            |   |

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                  <input type="checkbox"/> C Corporation                  <input type="checkbox"/> S Corporation                  <input type="checkbox"/> Partnership                  <input type="checkbox"/> Trust/estate         </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____         </p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____         </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>OR</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<p><b>Signature of U.S. person</b> ▶</p>	<p><b>Date</b> ▶</p>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*