Quarles

RETURN COMPLETED FORM TO:

Email: FFsales@quarlesinc.com

Fax: 540-361-4674

Mail: Quarles Petroleum, A Division of GPM Empire, LLC

1701 Fall Hill Avenue, Suite 200, Fredericksburg, VA 22401

Sales Rep: Fleet PPC Web App

For questions, please call 877-444-3835.

Applicant Information					
Your Email Address*		Company Name*			
Your First Name*		Doing Business As			
Your Last Name*		Years in Business*			
Business Phone*					
Business Information					
Company Physical Address*		Type of Organization*			
Company Address 2		Taxpayer ID*			
City*		Average Monthly Fuel Expenses*	Number of Company Vehicles		
State*	Zip Code*	DUNS Number			

Authorized Signer

By signing below, I represent and warrant that I am duly authorized to request that a Quarles Petroleum, a division of GPM Empire LLC ("Quarles"), account be created on behalf of my company identified above ("Applicant"). I understand that Quarles offers certain fleet and commercial delivered fuel programs where either Quarles or a third party, together or separate ("Credit Grantor"), operate the program and offer and retain the credit needed to open and operate an account ("Account"). I hereby authorize the Credit Grantor to check Applicant"s creditworthiness, initially as well as from time to time, including but not limited to obtaining credit and/or employment history report(s). Contacting the Applicant's bank, and obtaining trade references.

Applicant acknowledges that this application is subject to approval and acceptance by the Credit Grantor. If this application is approved, then the Applicant's authorized representative listed on this application will be notified of the Account's available credit limit, the acceptable payment terms and method, and any applicable program fees. Program details, to include further terms and conditions applicable to the type of Account approved, will be provided in the account agreement that will be delivered along with the cards to the Authorized Representative. Credit Grantor reserves the right to revoke, alter or amend the Account's available credit limit, the acceptable credit limit, the acceptable credit limit, the acceptable credit limit, payments terms or payment method at any time upon notice to Applicant.

Applicant acknowledges that the programs are not a revolving credit account and that any purchases made during the billing cycle are due and payable in full on each applicable due date, including any applicable fees. If the Applicant's unpaid balance ever exceeds the established credit line, the Account may incur a fee, be suspended and the Applicant's credit history may be reported to credit reporting agencies. Applicant's acceptance, signature, in whatever form, or use of any of the fuel programs provided to the Applicant will constitute acceptance of the terms and conditions contained in this application and the account agreement.

Applicant agrees that any liability arising or resulting from the misuse, unauthorized or fraudulent use, loss or theft of any cards issued to the Applicant's Account shall be fully borne, assumed and paid by the Applicant. If the Credit Grantor uses an attorney or collection agency to collect an unpaid overdue amount, the Applicant agrees to pay all reasonable attorney and/or collection fees. Applicant agrees that (i) the Account will be governed by the applicable account agreement, (ii) any cards issued under the Account are for business/commercial use only and never used for personal or household purposes, and (iii) the use any cards for consumer or household purposes shall be grounds for immediate termination of the Account. Credit Grantor intends to comply with Section 326 of the USA PATRIOT Act, which mandates that it verify certain information about Applicant while processing the Account applicant.

By signing below, I agree to the terms of the application.

Signature (Authorized Representative)	Print Name (Authorized Representative)	Title
Cell Phone	Date	

Personal Guaranty Form

Business Owner/Account Principal (Required for all Proprietorships and Partnerships. Required for any LLCs less than five years old and Corporations under 2 years

For valuable consideration, each of the undersigned ("Guarantor"), jointly and severally, unconditionally guarantees to Quarles Petroleum, a division of GPM Empire LLC, and its successors and assigns ("Creditor") the full payment and performance under the account agreement and all payments that shall at any time be due and payable to the Creditor, from the Applicant ("Debtor"), whether now owing or hereafter contracted, including all obligations that Debtor may become in any manner a creditor of Debtor (collectively the "Obligations").

Guarantor further agrees that the Creditor may verify its creditworthiness initially as well as from time to time, including but not limited to obtaining credit and/or employment history report(s), contacting the Guarantor's bank, and obtaining trade references. This guaranty is a continuing guaranty and shall continue until terminated by written notice from the Guarantor to the Creditor and shall then continue, notwithstanding such termination, as to any Obligation incurred by Debtor prior to such receipt of termination. To the extent permitted under applicable law, Guarantor waives: (i) all notices and consents of any kind and demand for presentment; (ii) until Obligations are paid in full any claim which Guarantor may have or hereafter acquire against Debtor including the right of subrogation; and (iii) all exemptions, homestead laws, and defenses given to sureties and guarantors. The liability of each Guarantor is joint and several, direct and unconditional. Guarantor weldses that the Creditor would not have entered into any transaction with Debtor without this Guaranty and that the Obligations are of substantial benefit to Guarantor. The Creditor and proceed against the Guarantor without resorting to any other remedy. All of the Creditor's remedies are cumulative.

Guarantor agrees that the Creditor may extend any payment due date, modify any agreement, postpone the enforcement of any agreement, and release or add any collateral and any party primarily or secondarily liable without affecting the liability of any Guarantor. Guarantor represents and warrants to the Creditor that this Guaranty has been duly executed and is enforceable against Guarantor in accordance with its terms. In the event of any dispute regarding this Guaranty, Guarantor agrees to pay all costs and expenses of the Creditor, (including reasonable attorney's fees and expenses) incurred in connection with such dispute, regardless of whether litigation or other action is instigated.

This Guaranty constitutes the entire agreement of the Guarantor regarding the guaranty of Debtor's Obligations. No amendment, modification or waiver of any provision of this Guaranty shall be valid unless in writing and executed by the Creditor. This Guaranty shall be governed by the laws of the Commonwealth of Virginia. Any provisions contrary to, prohibited by, or invalid under applicable laws or regulations shall be revised to the minimum extent necessary to make such provision enforceable, but shall not invalidate the remaining provisions of this Guaranty.

Signature (Primary Principal)	Print Name (Primary Principal)		Social Security #		Date of Birth
Street Address		City		State	Zip Code
Phone		Email Address			