



CR - 92 Holdings Ltd. (dba Coastal Mountain Fuels) 1720 Maple St. Campbell River, BC V9W 3G2 Phone: 250-287-4214

CR - 92 Holdings Ltd. (dba Coastal Mountain Fuels) 1609 Stewart Ave. Nanaimo, BC V9S 4E4 Phone: 250-753-0278

Toll Free: 1-800-798-FUEL (3385)

CREDIT APPLICATION & AGREEMENT

APPLICANT NAME:

Name (in full): _____ Phone #: _____
Address: _____ D.O.B. MM / DD / YYYY
City/Province _____ Postal Code: _____
Occupation: _____ SIN #: _____
Employer: _____ Email ID: _____

BUSINESS INFORMATION:

Bus. Name: _____ Contact Name: _____
Address: _____ Phone # _____
City/ Province _____ Postal Code _____ Fax # _____
Email ID: _____

Directors 1.) _____ 2.) _____
3.) _____ 4.) _____

Is a current financial statement attached? Yes () No ()

BANK INFORMATION:

Bank Name: _____ Acct # _____
Address: _____
Phone #: _____ Fax #: _____

TRADE REFERENCES:

1) _____ PH: _____
2) _____ PH: _____
3) _____ PH: _____

FUEL & LUBRICANT REQUIREMENTS:

Gasoline: _____ litres/month \$ _____ monthly
Diesel: _____ litres/month \$ _____ monthly
Furnace Oil: _____ litres/month \$ _____ monthly

TANK SIZES (if applicable) PRODUCT

1) _____ litres
2) _____ litres
3) _____ litres

Number of Cards: _____ *There is a \$1.50 charge per card ordered.

Previous Supplier _____

FOR THE PURPOSES OF OBTAINING CREDIT FOR THE PURCHASE OF PETROLEUM AND/OR OTHER PRODUCTS OFFERED BY CR-92 HOLDINGS LTD. (CMF)

THE UNDERSIGNED ACKNOWLEDGES AND AGREES AS FOLLOWS:

- 1) CMF may now, or at anytime in the future, conduct or cause to be conducted a credit investigation of the applicant and/or guarantor; and
2) to accept and be bound by the "TERMS AND CONDITIONS' detailed on page 2 (check the reverse side) of this Agreement.

DATE OF APPLICATION (mm/dd/yy): _____ / _____ / 20_____.

Credit Limit Requested \$ _____

Table with 2 columns: FOR INDIVIDUAL APPLICANTS and FOR INCORPORATED APPLICANTS. Rows include Applicant Signature, Applicant Print Name, Director Signature, Director Print Name, and Salesman.

The completed application can be faxed to 250-287-7880 (Campbell River), 250-753-8503 (Nanaimo), 250-746-6345 Duncan

PLEASE SEE REVERSE AND INITIAL

Terms and Conditions -Please Read Carefully-

1. **INTRODUCTION.** This Agreement covers a credit account in your favour (the "Account") established by CR-92 Holdings Ltd dba Coastal Mountain Fuels. (CMF) exclusively for the purchase of products and goods sold by CMF. In this Agreement the words "you," "your," "yours," "applicant," and "borrowers" mean any person who signs the application for this Account as well as any joint obligor, guarantor, authorized user, or the person whose name is embossed on a Card. The words "we," "us," "our," and "lender" mean CMF. The word "Card" means any one or more Cardlock cards issued under this Account.
2. **CREDIT LINE (NET 30 DAYS).** If your application is approved by us, this Agreement will constitute a revolving line of credit for an amount which will be the credit line under your Account. We will advise you of the amount of your credit line. That amount will be the maximum amount you may have outstanding at any one time. If you temporarily exceed your credit line, you agree to repay the excess immediately, even if we have not yet billed you. Obtaining such credit does not increase your credit line. We retain the right to increase, decrease, suspend or terminate your credit line at any time for any reason. If you terminate this Agreement or if we terminate or suspend your credit privileges, the provisions of this Agreement and your liability thereunder will otherwise remain in full force and effect until you have paid us all sums due us under this Agreement and returned all Cards.
3. **PROMISE TO PAY.** You promise to pay us all such amounts, plus any interest, which arise from use of the Card or Account by you or any other person, and to be jointly and severally liable with such a person, unless such other person does not have actual, implied, or apparent authority for such use, and you received no benefit from the use.
4. **MONTHLY STATEMENTS.** Each month we will send you a statement showing purchases, payments, and credits made to your Account during the billing cycle, as well as your "New Balance", including any interest and other charges, and the date when this payment is due. You agree to retain for statement verification copies of transaction slips resulting from each purchase and any other transactions on your Account. Unless you notify us of a billing error as described below, you accept your monthly statement as an accurate statement of your Account.
5. **INTEREST.** Interest will be charged at a rate of **2.0% per month compounded monthly** which is equivalent to **26.82% per annum** to be imposed on purchases included in the New Balance when the entire New Balance is not paid in full within **30 days** after the closing date of the billing cycle. Payment before the end of this 30 day "grace period" allows you to avoid interest on purchases for a billing cycle. If you do not pay within the grace period, interest will accrue from the date of purchase.
6. **CONDITIONS OF CARD USE (CARDLOCK CUSTOMERS).** The use of your Card and Account are subject to the following conditions:
 - a. **Ownership of Cards.** Cardlock cards remain the property of CMF and may be repossessed or deactivated by CMF at any time without notice. You cannot transfer your Card or Account to another person. You may not use the Card for any illegal or unlawful transaction.
 - b. **Personal Identification Number.** We will issue you a Personal Identification Number (PIN) for use with your Card at cardlock filling sites. This Number is issued to you for security purposes and should not be disclosed to third parties. You are responsible for safekeeping your PIN.
 - c. **The customer is responsible for the care, control and safekeeping of all Cards, keeping the personal identification number (PIN) confidential and ensuring that the PIN is kept separate from the Card at all times.** In the event that the Fuel card is lost or stolen, the customer shall immediately notify Coastal Mountain Fuels and the police. The Customer shall be under no liability in respect of purchases made with the Card subsequent to the time of call or actual receipt of written notification by Coastal Mountain Fuels but shall in all circumstances be liable for all purchases made prior to the time of the call or actual receipt of such written notification by Coastal Mountain Fuels. The customer is responsible for all indebtedness resulting from the authorized or unauthorized use of the Fuel cards. The customer remains responsible and agrees to pay for all purchases made on or with the Fuel card regardless of whether the line of credit has been exceeded or not, and regardless of whether or not such purchases were made under the authority (express or implied or ostensible) of the customer, or whether the purchases were made on a Fuel card that was active or dormant provided that in the case of loss, misplacement, theft or misuse of the Fuel card such responsibility shall cease upon receipt by Coastal Mountain Fuels of notice from the Customer.
7. **SECURITY INTEREST.** To secure your Account, you grant us a purchase money security interest under the *BC Personal Property Security Act* in any goods or products you purchase through your Account. You acknowledge receipt of a copy of this Agreement and waive all rights to receive from us a copy of any financing statement, financing change statement, or verification statement filed at any time at the *BC Personal Property Registry* in respect of this Agreement. In the event of default, we may exercise any and all remedies provided to us by the *Personal Property Security Act*, including recovery of any goods or products which have not been paid in full.
8. **DEFAULT.** You will be in default under this Agreement if any of the following occur:
 - a. You become insolvent, bankrupt, you die or, in the case of a partnership or incorporated company, the business affairs of the partnership or Incorporated company are dissolved or wound up;
 - b. You violate any part of this Agreement, or any other agreement with us; or
 - c. If we reasonably deem ourselves insecure on your credit line.Upon default, we may declare the entire unpaid balance immediately due and payable, and you agree to pay that amount plus any legal fees, court and/or Collection costs incurred by us. We can delay or waive enforcing any right under this Agreement without losing that right or any other right.
9. **GUARANTEE.** In consideration of credit being offered to the applicant, the guarantor irrevocably and joint and severally guarantees the due and punctual. Payment and performance of all debts, liabilities and obligations of the applicant to CMF pursuant to this Agreement.
10. **GOVERNING LAW.** This Agreement constitutes the entire agreement between you and us and will not take effect until it is approved by us. This Agreement will be governed by the laws of the province of British Columbia.

The completed application can be faxed to 250-287-7880 (Campbell River), 250-753-8503 (Nanaimo), 250-287-6345 (Duncan)

Initials _____

I accept the above terms and conditions