



Dear Future Customer:

Thank you for your interest in our product supply. The following are for your review and action:

1. Credit Application - Please complete and return the Credit Application along with current financial statements and references as outlined in the application. Petrocom's Credit Policy is attached for your review.
2. Purchase Agreement – Please sign and return.
3. Authorization for Electronic Funds Transfer – Please sign and return.
4. New Customer Contact Information Sheet – Please complete and return.
5. Tax forms. Please complete the attached Tax forms and return with copies of appropriate certificates or licenses.

You may submit this information online with a digital signature, or return by mail, email or fax to:

Marketing Director  
Petrocom Energy Group, LLC  
5151 San Felipe, Suite #1850  
Houston, Texas 77056  
Email: [kclement@petrocomenergy.com](mailto:kclement@petrocomenergy.com)  
Fax: 713-418-3001

We value your business and look forward to serving your supply needs.  
Should you have any questions please feel free to contact me at 713-418-3020.

Very truly yours,

Kory Clement  
Marketing Director  
Petrocom Energy Group, LLC

5151 San Felipe, Suite 1850, Houston, Texas 77056



## PURCHASE AGREEMENT

Attention: Future Customer

When accepted by you in the manner hereinafter indicated, this shall evidence the agreement ("Agreement") between \_\_\_\_\_ ("Customer") and PETROCOM ENERGY GROUP, LLC. ("PETROCOM"), under the terms of which, and in consideration of the promises made hereunder, the parties agree as follows:

- I. **Product:** The products ("Products") subject to this Agreement are those products made available to Customer at specific locations designated by PETROCOM.
- II. **Terminals:** The terminal facilities ("Terminals") subject to this Agreement are those terminals where Petrocom has made available product supply to Customer by issuing loading devices or pin numbers specifically for that customer.
- III. **Quantity:** Such volumes as are made available to Customer by PETROCOM from time to time at the Terminals and that are loaded by Customer or any of its agents, employees, carriers and contractors.
- IV. **Price:** Quoted daily via DTN or fax in cents per gallon plus any applicable Federal, State, and Local Taxes.
- V. **Payment:** Net 10 days from date of shipment or as otherwise agreed.
- VI. **Credit:** As established by PETROCOM's Credit Department and in accordance with Petrocom's Credit Policy.
- VII. **Term:** Commences upon execution of this Agreement and can be cancelled upon written notice by either party.
- VIII. **Special Provisions:**
  - A. Approved customers of PETROCOM are allowed access to said Terminals, whether they are attended or unattended, for the sole purpose of loading petroleum products into transport trucks, by use of keys, cards, pin numbers or other devices authorized by PETROCOM ("loading devices"), and driving trucks away from said Terminal.
  - B. PETROCOM agrees to authorize Customer and any of its designated agents, employees, carriers and contractors to enter the Terminals and to perform all acts thereon necessary in loading petroleum products into transport trucks.
  - C. All other terms and conditions per Petrocom Energy Group LLC General Terms and Conditions for Petroleum Product Purchases/Sales.
- IX. **Insurance:**

Customer and/or customer's carrier(s) must issue an insurance certificate to Petrocom Energy Group LLC complying with the following requirements:

  - A. Customer's compliance with all applicable state and/or federal laws regarding workers' compensation insurance, employer's liability insurance and occupation disease insurance;
  - B. Comprehensive general liability insurance with a limit of not less than \$1,000,000 as to any one occurrence for bodily injury and property damage, said insurance to be endorsed to cover the contractual liability assumed by Customer under this Agreement;

- C. Automotive liability insurance covering each of Customer's vehicles with a limit of not less than \$1,000,000 for bodily injury and property damage, including environmental restoration, as to any one accident; and
- D. Umbrella liability in excess of (a), (b), and (c) of \$1,000,000.00. Customer further agrees to carry any such higher limits for (b) and (c) above and/or such other types of insurance that might be required by any federal or state law or regulation during the term of the Agreement.

All insurance policies shall name PETROCOM as Additional Insured. All certificates furnished pursuant to the provisions of this section shall reflect that they are for the benefit of PETROCOM and shall provide that there will be no material change in or cancellation of the policies without providing PETROCOM at least thirty (30) days prior written notice. The insurance coverage for which provision is made herein shall be maintained by Customer at its sole expense at all times during the terms of the Agreement. The insurance requirements imposed hereby do not in any way limit Customer's responsibility under any paragraph hereof.

By signing and returning this Agreement; you are confirming your acceptance to the foregoing terms, acknowledging responsibility for the loading devices issued by operators of the Terminals designated by PETROCOM, and agreeing to pay and account for all products withdrawn by anyone using these loading devices. This Purchase Agreement replaces any Purchase Agreement previously signed by Petrocom and Customer.

Very truly yours,

Kory Clement  
 Marketing Director  
 Petrocom Energy Group, LLC  
 Tel: 713-418-3020

AGREED TO AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Printed)

Title: \_\_\_\_\_

(Company) \_\_\_\_\_

(Address) \_\_\_\_\_

(Address) \_\_\_\_\_



CREDIT APPLICATION

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No: \_\_\_\_\_

Company Federal EIN# \_\_\_\_\_

Circle One Entity Type: Corporation Limited Partnership Limited Liability Company Other \_\_\_\_\_

Company Formation State & Date: \_\_\_\_\_

If a corporation, is the Company a subsidiary of another corporation? YES NO

- If so, please provide Parent Corporation Name: \_\_\_\_\_

If limited partnership or limited liability company, please provide Partner or Member names:

\_\_\_\_\_

\_\_\_\_\_

Has the Company, its Partners or Members ever claimed BANKRUPTCY or entered into a credit workout arrangement? YES NO

- If so, please explain:

\_\_\_\_\_

\_\_\_\_\_

Primary Business: \_\_\_\_\_

Number of Company Employees: \_\_\_\_\_

REQUESTED CREDIT LINE \_\_\_\_\_

**BANK & TRADE CREDIT REFERENCES:**

Please provide a list of banks and counterparties that currently extend credit to the Company. Please include credit contact name, phone#, fax # and current credit limit for each bank and trade credit reference.

**FINANCIAL STATEMENTS:**

Please provide previous TWO years of Financial Statements for Company. Interim financial statements may be requested. If consolidated with a parent company, please provide separate company financials or a parent company guarantee (format available from your marketing representative).

**I ATTEST THAT ALL OF THE ABOVE INFORMATION TO THE BEST OF MY KNOWLEDGE IS COMPLETE AND ACCURATE. I HAVE REVIEWED AND UNDERSTAND PETROCOM'S CREDIT POLICY. YOU ARE HEREBY AUTHORIZED AND THE LISTED REFERENCES AND BANKS ARE AUTHORIZED TO RELEASE, CREDIT INFORMATION TO YOU ON REQUEST.**

\_\_\_\_\_  
BY:

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



## **RACK BUSINESS CREDIT POLICY**

Petrocom Energy Group, LLC (Petrocom) reserves the right, in its sole discretion, to extend credit terms to customers based on its internal assessment of each customer. Credit limits will be evaluated on a periodic basis and are subject to change. Entities that do not qualify for credit terms may establish a secured account at Petrocom's sole discretion.

Customers must agree to Petrocom's EFT Program for automatic account drafting.

A customer's outstanding payable balance should not exceed the credit limit extended by Petrocom. If at any point in time, a customer's outstanding payable balance exceeds its credit limit then Petrocom, at its sole discretion, may ACH draft the customer's account for the overage at the earliest date possible.

If an EFT debit is returned by the Customer's bank, regardless of the reason, the Customer's credit line may be rescinded until the matter of the returned EFT debit is resolved. Remedy for a returned EFT debit is a wire transfer from the Customer for the amount of the EFT debit. Reinstatement of the credit line will be at Petrocom's discretion.

Customers desiring to lift additional product in excess of their available credit limit may do so by 1) requesting early ACH draft, 2) early payment wire transfer, 3) prepayment by wire transfer, or 4) increase of current security.

### **Secured Accounts:**

Minimum secured account is \$25,000. This may be adjusted based on market prices.

Cash deposits can be made by immediately available fed funds only. Cash deposits will be held in reserve and customer's account will be drafted according to agreed terms. At termination of the relationship, all balances shall be collected and the deposit will be returned.

Letters of Credit are accepted only in the format approved by Petrocom from a bank acceptable to Petrocom and must be approved in advanced.

### **Policy Administration:**

Please direct any questions that you may have regarding this policy to Mary Perkins, Petrocom Energy Group, LLC, 5151 San Felipe, Suite 1850, Houston, TX 77056. Phone Number: 713-418-3060.

Changes to this Policy are at the sole discretion of Petrocom and may be made without prior notice.

**5151 San Felipe, Suite 1850**

**Houston, TX 77056**

**PH: 713-418-3000 Fax: 713-418-3001**

## PETROCOM ENERGY GROUP, LLC.

CUSTOMER NAME	CUSTOMER'S PETROCOM ACCOUNT NUMBER
CUSTOMER ADDRESS	CUSTOMER CITY, STATE, ZIP CODE

CUSTOMER hereby authorizes PETROCOM ENERGY GROUP, LLC. to initiate electronic payments against the below named bank account through the Automated Clearing House to fulfill CUSTOMER'S obligations under a Purchase Agreement dated \_\_\_\_\_. CUSTOMER further authorizes the below named financial institution to accept and process all such debit entries as if they had been originated and processed by the customer.

**CUSTOMER FINANCIAL INSTITUTION INFORMATION:**

FINANCIAL INSTITUTION NAME	
FINANCIAL INSTITUTION ADDRESS	
FINANCIAL INSTITUTION CITY, STATE, ZIP CODE	FINANCIAL INSTITUTION PHONE NO.
FINANCIAL INSTITUTION TRANSIT NO. (ABA ROUTING #)	CUSTOMER'S FINANCIAL INSTITUTION ACCOUNT NUMBER

**PLEASE ATTACH ONE VOIDED CHECK OR DEPOSIT SLIP WHEN RETURNING THIS FORM.**

This authority shall remain in full force and effect until terminated upon at least fifteen (15) days prior written notice by CUSTOMER. Notice of termination shall not affect debit entries initiated prior to actual receipt of notice. Notices shall be sent via certified mail, return receipt requested to **Credit Manager, Petrocom Energy Group, LLC., 5151 San Felipe, Suite #1850, Houston, Texas 77056** and shall be effective upon receipt.

CUSTOMER understands that each payment originated by PETROCOM under this agreement will be electronically posted to the above named financial institution account in accordance with National Automated Clearing House Association rules. In general, such automated transactions will be electronically posted to the designated account upon receipt by the CUSTOMER'S financial institution. Payments will be honored by CUSTOMER'S financial institution only if sufficient funds are available in CUSTOMER'S designated account. Therefore, sufficient funds should be available at the opening of business on the settlement day to cover all CUSTOMER obligations due on that date.

CUSTOMER NAME (AS SHOWN ON FINANCIAL INSTITUTION ACCOUNT)		
AUTHORIZED SIGNATURE	PRINT OR TYPE NAME	
TITLE	DATE	
AUTHORIZED SIGNATURE (If second signature is required)	PRINT OR TYPE NAME	
TITLE	DATE	
CUSTOMER CONTACT PERSON	PHONE NO.	FAX NO. (For receipt of EFT notices from Petrocom)

\_\_\_\_\_  
**REQUIRED SIGNATURE, PRINTED NAME**

\_\_\_\_\_  
**TITLE**

EFT Debits: Customer's designated bank account will be electronically debited ("EFT debit") for the amount due 10 days from lift date ("Settlement Date") or as otherwise agreed. All such EFT debits will be initiated by Petrocom against Customer's bank account in accordance with the Customer's completed authorization form and the timing set forth below. Invoices with due dates which fall on Saturday, Sunday, a Petrocom holiday or a bank holiday will be subject to EFT debit on the next available business day.

EFT Notification and Verification: Two days prior to the EFT Settlement date, an EFT Notification will be sent to each customer via fax, email or DTN which will show the total dollar amount of the EFT debit to the Customer's account, the Settlement Date of the proposed EFT debit and a recap of the individual invoices that comprise the EFT debit amount. Customers have until 9:00 AM Central Standard Time on the day prior to the EFT Settlement Date to contact Petrocom to resolve any potential differences. If contact is not made prior to 9:00 AM Central Standard Time on the day prior to the Settlement Date, Petrocom will assume the EFT debit amount to be correct and will proceed with the EFT debit as stated.

Returned EFT Debits: If an EFT debit is returned by the Customer's bank, regardless of the reason, the Customer's credit line will be rescinded temporarily and shipments to that Customer will cease until the matter of the returned EFT debit is resolved. Remedy for a returned EFT debit is a wire transfer from the Customer for the amount of the EFT debit not honored by the Customer's bank. Reinstatement of the Customer's credit line and EFT privileges will be at Petrocom's discretion.



**PETROCOM ENERGY GROUP, LLC**  
**GENERAL TERMS AND CONDITIONS**  
**FOR PETROLEUM PRODUCT PURCHASES/SALES**

1. Composition of Agreement: Agreement date, reference number, product, quality, quantity, parties, terms, price, location, period, measurement, payment terms and/or any other terms and conditions will be furnished in writing by telex, facsimile or other means upon finalization of a transaction, if any, under this Agreement and will be referred to by the parties as the "Special Provisions." The Special Provisions shall incorporate by reference these General Terms and Conditions for Petroleum Product Purchases/Sales (the "General Conditions"). The Special Provisions, together with these General Conditions and if applicable, Terminal Loading Agreement/Customer Access Agreement will constitute the agreement between the parties (the "Agreement").

2. Definitions: As used in these General Conditions.

"API" shall mean the American Petroleum Institute.

"API/ASTM Standard" shall mean the API and ASTM standard references as such are in effect as of the date hereof. In the event such standards are revised or modified during the term of this Agreement, the revised or modified standards shall apply after such revisions or modifications have been evaluated and accepted by the parties.

"ASTM" shall mean the American Society for Testing Materials.

"FOB" shall mean Free On Board as described in Incoterms.

"Incoterms" shall mean the 2000 edition of the trade terms published by the International Chamber of Commerce which shall apply to this Agreement to the extent that they do not conflict with the provisions of this Agreement.

"Prime rate" shall mean, as of any date of determination, "the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks" as published by the Wall Street Journal in their daily print edition.

"Product" shall have the definition set forth in the Special Provisions.

3. Payment and Credit Terms: Payment and credit shall be made without discount, deduction, withholding, set-off or counterclaim in United States dollars by wire transfer, electronic funds transfer or check (as per payment term designated on Seller's invoice to Buyer) of immediately available funds on or before the payment due date, as set forth in the Special Provisions, to the bank and account designated by Seller, against presentation to Buyer by Seller of original hard copy of, telecopy or telex invoice together with other documents expressly specified for presentation for payment in the Special Provisions. If the invoice is received after 12:00 p.m. CST, such invoice will be deemed received on the next day.



Seller shall have the right to assess finance charges at the rate of the Prime rate as reported in "The Wall Street Journal" for any month in which a balance is past due hereunder against all past due amounts and all accrued but unpaid finance charges, but not to exceed the maximum finance charges permitted by law. Buyer shall pay all the Seller's costs (including attorneys' fees and court costs) of collecting past due payments.

When payment due date falls on a Saturday, Sunday or on a weekday, which is not a banking day in New York then any such payment shall be made on the next following New York banking day. .

If sufficient credit for this transaction is not approved by Seller's Credit Department, Buyer shall either prepay the full amount owed to Seller at least one (1) banking day prior to scheduled delivery date or shall secure payment by the issuance of an irrevocable letter of credit which will be opened in a form and substance and at a first-class bank acceptable to Seller. Any and all applicable taxes must be covered in the irrevocable letter of credit unless Buyer provides Seller with certificate(s) evidencing Buyer's tax-exempt status three (3) days prior to scheduled delivery date. Failure by Buyer to timely make such required prepayment or timely issue the irrevocable letter of credit shall constitute a breach of this Agreement and thereafter Seller shall have the right to cancel this Agreement and/or proceed against Buyer for damages incurred by the Seller due to Buyer's failure to perform.

4. Title and Risk of Loss: Title to, and all risk of loss of or damage to any Product delivered shall pass as follows: when by or into any vessel, at the flange between the vessel's permanent hose connection and the shore line; when into any truck, tank car or pipeline, as the Product enters the receiving equipment, or, if received by a common carrier, when accepted by the carrier for shipment; when into storage (other than from vessels), as the Product enters the tank; and when by book or stock transfer, on the effective date of the transfer. It is expressly understood that the passage of title and risk of loss as set forth above is not conditioned on delivery or receipt of Bills of Lading.

5. Tank Truck/Cars: Quantities delivered into or out of tank trucks/cars shall be based on meters or shore tanks or scales located at or near the delivery point.

The Quantity delivered into transport trucks/tanks will be measured by terminal meter ticket at the terminal adjusted to 60 degrees Fahrenheit. Truck quality shall be presumed to be the quality certified under bulk product from which the truck delivery is drawn.

Seller shall permit Buyer to review and copy relevant meter proving records and witness proving tests as requested.

6. Warranty: The Seller warrants:

- A. that the Product conforms to the specifications set forth in the Special Provisions;
- B. that the Seller has free and clear title to the Product manufactured and delivered under the Agreement; and
- C. that such Product shall be delivered free from lawful security interests, liens, taxes and encumbrances.

THE DELIVERING PARTY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THAT OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, REGARDLESS OF NEGLIGENCE, SHALL EITHER PARTY BE LIABLE FOR PUNITIVE DAMAGES.

All warranties made under the Agreement shall survive acceptance of or payment for the Product by the receiving party.

7. Financial Responsibility: If either party's payments or deliveries to the other party shall be in arrears, or the financial responsibility of either party becomes impaired or unsatisfactory in the opinion of the other party, advance cash payment or satisfactory security shall be given upon demand, and shipments may be withheld until such payment or security is received. If such payment or security is not received within two (2) days from demand therefor, the party demanding such payment or security may terminate this Agreement. In the event either party becomes insolvent, makes an assignment or any general arrangement for the benefit of creditors or if there are instituted by or against either party proceedings in bankruptcy or under any insolvency law or law for reorganization, receivership or dissolution, the other party may withhold shipments or terminate this Agreement, to the extent provided by laws. The exercise by either party of any right reserved under this Section 7 shall be without prejudice to any claim for damages or any other right under this Agreement or applicable law.

The Buyer grants to the Seller and its affiliates the right to set off and to apply any money, accounts payable or Product balance owed by Seller and its affiliates to the Buyer or any collateral of every description held by Seller and its affiliates to secure any indebtedness or obligation owed by Buyer to the Seller and its affiliates against any unpaid money or accounts receivable owed to Seller and its affiliates by Buyer.

8. Liquidation and Close-Out: The parties acknowledge that this Agreement is a forward Agreement as defined in the Bankruptcy Code [11 U.S.C.A. Sec. 101(24)]. If one party (the "defaulting party") shall voluntarily file a petition in bankruptcy, reorganization, or receivership, shall be forced by its creditors into bankruptcy, reorganization, or receivership, shall become insolvent, shall fail to pay its debts as they become due, or shall fail to give adequate assurance or security of its ability to perform its obligations hereunder within forty-eight (48) hours after receipt of a request therefor, the liquidating party shall have the immediate right to liquidate and close out this Agreement and all other forward Agreements (as defined by the Bankruptcy Code) between the parties (regardless of whether the liquidating party is the delivering party or the receiving party thereunder) by calculating the difference in price for the Product hereunder and the prevailing market price for the Product or the commercially reasonable equivalent price for the Product as published in an industry publication multiplied by the remaining quantities of the Product to be delivered hereunder. The liquidation balances shall be netted to a single sum. The defaulting party shall pay the other party in U.S. dollars by wire transfer in immediately available funds within twenty-four (24) hours after receiving the results of the calculation. The liquidation and close-out of this Agreement and all other forward Agreements is in addition to any other rights and remedies which the other party may have.

9. Taxes: Any and all taxes, fees or other charges imposed or assessed by governmental or regulatory bodies, the taxable incident of which is the transfer of title or the delivery of the Product hereunder, or the receipt of payment therefor, regardless of the character, method of calculation or measure of the levy or assessment, shall be paid by the party upon whom the tax, fee or charge is imposed by law, except that Buyer shall reimburse Seller for all federal, state and local taxes, fees or charges which are imposed by law on Seller.

Buyer shall provide to Seller all proper exemption certificates prior to delivery, that it is licensed to engage in tax-free transactions with respect to the Product under all federal or state laws which may apply to this Agreement and the Product delivered hereunder.

Buyer shall (a) upon receipt of Seller's invoice pay or reimburse Seller for any such taxes, fees or charges Seller is required by law to pay or (b) provide Seller upon demand with a valid exemption certificate.

10. Force Majeure: In the event either party is rendered unable, wholly or in part, to perform its obligations under this Agreement (other than to make payments due hereunder) due to acts of God, floods, fires, explosions, extreme heat or cold, earthquake or storm; transportation difficulties, strikes, lockouts or other industrial disturbances; wars, acts of terrorism or sabotage; accident or breakage of equipment or machinery; failure of transporters to furnish transportation, failure of suppliers to furnish supplies; or any law, rules, order or action of

any court or instrumentality of the federal or any state government; or for any other cause or causes beyond its reasonable control, it is agreed that on such party's giving notice and full particulars of such force majeure to the other party, the obligations of the party giving such notice shall be suspended from the date of receipt of such notice and for the continuance of any inability so caused, but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. The term force majeure shall not apply to those events which merely make it more difficult or costly for Seller or Buyer to perform their obligations hereunder. Buyer and Seller further agree that at the conclusion of any force majeure event, neither Buyer nor Seller shall have any obligation to each other with respect to any quantities of Product not delivered as a consequence of such force majeure event. No condition of force majeure shall operate to extend the terms of this Agreement.

11. Hazard Warning Responsibility: With the other documents required hereunder, the Seller shall provide to the Buyer a Material Safety Data Sheet for each Product delivered hereunder. Buyer acknowledges that there may be hazards associated with the loading, unloading, transporting, handling or use of the Product sold hereunder, which may require that warning be communicated to or other precautionary action taken with all persons handling, coming into contact with, or in any way concerned with the Product sold hereunder. Buyer assumes as to its employees, independent contractors and subsequent purchasers of the Product sold hereunder all responsibility for all such necessary warnings or other precautionary measures relating to hazards to person and property associated with the Product sold hereunder and, furthermore, Buyer shall defend at its own expense, indemnify fully and hold harmless Seller and its parents, subsidiaries and affiliates and its and their agents, officers, directors, employees, representatives, successors and assigns from and against any and all liabilities; losses; damages; demands; claims; penalties; fines; actions; suits; legal, administrative or arbitration proceedings; judgments, orders, directives, injunctions, decrees or awards of any jurisdiction; costs and expenses (including, but not limited to, attorneys' fees and related costs) arising out of or in any manner related to Buyer's failure to provide necessary warnings or other precautionary measures in connection with the Product sold hereunder as provided above.

12. Limitation of Liability: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES. Seller's liability with respect to the Agreement or any action in connection herewith whether in Agreement, tort or otherwise shall not exceed the price of the Product sold hereunder or the price of that portion of such Product on which liability is asserted. All claims for Product quality or quantity hereunder must be delivered in writing to Seller no later than sixty (60) days after the delivery of the Product to Buyer. Further, any actions to enforce any rights or obligations under this Agreement must be filed in court against the other party no later than one (1) year after the date on which the alleged breach of this Agreement occurred.

13. Indemnity: Seller and Buyer mutually covenant to and shall protect, defend, indemnify and hold each other harmless from and against any and all claims, demands, suits, losses (including without limitation, costs of defense, attorneys' fees, penalties and interest), damages, causes of action and liability of every type and character without regard to amount caused by, arising out of or resulting from the acts or omissions of negligence or wrongdoing of such indemnifying party, its officers, employees or agents with respect to the purchase and sale of Product hereunder.

14. Supplier-Purchaser Provision: The term and volume of any transaction(s) undertaken between the parties hereto are strictly limited to those specified in the Special Provisions hereof, and the parties expressly agree that no supplier/purchaser relationship will be established or is intended to be established hereby. The parties specifically grant to each other express written consent to terminate this Agreement in accordance with the provisions of any supplier/purchaser relationship which may be created pursuant to any mandatory petroleum allocation regulations or other applicable government regulations or statutes. The parties hereby agree to take all steps which may be required to effectuate such termination, including but not limited to the issuance of notice and consents which may be necessary or desirable to effect such termination, and securing the consent of subsequent purchasers.

If all three of the following conditions exist:

- a. if an industry-wide curtailment, shortage or cessation of supply of the Products exists;
- b. if seller has a curtailment, shortage or cessation in its existing or contemplated availability of the Product to be sold hereunder or in the raw materials used to manufacture the Product, irrespective of the cause or foreseeability of such curtailment, shortage or cessation; and c. if Seller's inability to comply with any or all of its obligations to Buyer and others to whom it then has historical relationships;
- c. if Seller's inability to comply with any or all of its obligations to Buyer and others to whom it then has historical relationships;

Seller at its sole discretion but in a fair and commercially reasonable manner may withhold, suspend or reduce sales and deliveries to Buyer and others and shall not be required to make good any shortages resulting therefrom. Seller shall not be obligated to purchase Products in the open or spot market to supplement Seller's existing or contemplated availability of the Product in order to invoke this paragraph.

15. Waiver: No waiver by either party of any breach by the other party of any of the covenants or conditions of this Agreement shall be construed as a waiver of any succeeding breach of the same or any other covenants or conditions contained herein.

16. Assignment: Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld.

17. Entirety of Agreement: The Special Provisions, these General Conditions, and if applicable, Marine Provisions and Terminal Loading Agreement contain the entire agreement of the parties pertaining to the subject matter of this Agreement; there are no other promises, representations or warranties. Any modification of this Agreement shall be by written instrument. Any conflict between the Special Provisions and these General Conditions shall be resolved in favor of the Special Provisions. The paragraph headings are for convenience only and shall not limit or change the subject matter of this Agreement.

18. Compliance with Laws: During the performance of this Agreement, each party agrees to comply with all laws, rules, regulations, ordinances and requirements of federal, state and local governmental or regulatory bodies including, without limitation, all licensing requirements in the state where title transfers (if such licensing is required by the state) which are applicable to this Agreement.

19. Choice of Law and Jurisdiction: ANY CONTROVERSY, CAUSE OF ACTION, DISPUTE OR CLAIM (COLLECTIVELY REFERRED TO AS "CLAIMS") ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT, OR THE BREACH, TERMINATION OR VALIDITY THEREOF, SHALL BE GOVERNED BY THE SUBSTANTIVE AND PROCEDURAL LAWS (EXCLUDING ANY CONFLICT-OF-LAWS, RULES OR PRINCIPLES WHICH MAY REFER THE LAWS OF THE STATE OF TEXAS TO THE LAWS OF ANOTHER JURISDICTION) OF THE STATE OF TEXAS SHALL APPLY. THE PARTIES SPECIFICALLY AGREE THAT THE SOLE JURISDICTION FOR ANY CLAIMS SHALL BE IN STATE OR FEDERAL COURTS LOCATED IN HARRIS COUNTY, TEXAS.

Petrocom Energy Group, LLC  
5151 San Felipe, Suite 1850  
Houston, Texas 77056  
713-418-3000

# CUSTOMER OPERATIONS DATA

COMPANY NAME: \_\_\_\_\_ FEIN#: \_\_\_\_\_  
 PHYSICAL ADDRESS \_\_\_\_\_ PHONE: \_\_\_\_\_  
 \_\_\_\_\_ EMAIL: \_\_\_\_\_

**CONTACT INFORMATION:**

CEO: \_\_\_\_\_ EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 CREDIT: \_\_\_\_\_ EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 TAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 BILLING: \_\_\_\_\_ EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 MARKETING: \_\_\_\_\_ EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 DISPATCH: \_\_\_\_\_ EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

How does your company receive prices?  
 DTN - TID # \_\_\_\_\_  EMAIL \_\_\_\_\_

How does your company receive invoices and EFT notices?  DTN  EMAIL

SUPPLY POINTS	PRODUCTS TO BE LOADED					
TERMINAL-CITY/STATE	UNLEADED	MIDGRADE	SUPER	ULSD	DYED ULSD	

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CARRIER NAME & FEIN	SCAC CODE	CITY/COUNTY/STATE DESTINATION	FEIN
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TERMINAL-CITY/STATE	UNLEADED	MIDGRADE	SUPER	ULSD	DYED ULSD	
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CARRIER NAME & FEIN	SCAC CODE	CITY/COUNTY/STATE DESTINATION	FEIN
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TERMINAL-CITY/STATE	UNLEADED	MIDGRADE	SUPER	ULSD	DYED ULSD	
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CARRIER NAME & FEIN	SCAC CODE	CITY/COUNTY/STATE DESTINATION	FEIN
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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OFFICE USE ONLY						
	Terminal Clearance	_____	_____	_____	_____	_____
	DTN Requested	_____	_____	_____	_____	_____