



GAIN CONTROL OF YOUR FUEL COSTS!

Stop feeling the pain at the pump and start saving with Quarles Fuel Network today. If you or your employees are fueling along with the general public or using another fleet card, you are paying too much!

Benefits of becoming a Quarles Fuel Network Member:

- Quality discount fuels with additives that increase mpg up to 5% and maintain your equipment.
- Exclusive commercial fleet fueling at all our sites 24/7 - no retail traffic.
- No commitment to join, cancel anytime without penalty, no strings attached.
- No monthly or annual fees. Pay only for the fuel you pump each month.
- Daily email pricing notifications before your fleet heads out.
- Detailed reporting, pricing, and security features to save you valuable administration time.
- Monitor individual driver transactions online and on your invoice.

TRY US TODAY!

**TALK TO US...
STEPHEN CHILTON**

phone: 919.600.9403

fax: 919.896.7056

email: Schilton@Quarlesinc.com

web: www.QuarlesFuelNetwork.com



save more & get customized

What Quarles Fuel Network Does For You:

We're here to listen to your fleet fueling needs and create a custom fueling program that works for your business. Quarles Fuel Network offers a variety of pricing options, which you can change at any time. We'll even work with you to determine which pricing option is best for your business. With no contracts to sign, an expansive six state network, and people you can actually talk to, you'll quickly see why more and more businesses choose Quarles.

QFN Market-Based Pricing Option:

Market-based pricing ties your daily price to the day's average cost of product(s) available in your area. This market average is used as the base price to which we add state and federal taxes, and your fixed markup, determined by your in-network sales volume. Market-based pricing changes every day because the cost of the product(s) change every day. We subscribe to OPIS, a pricing service that enables us to find the lowest daily prices on fuel inventory, providing savings we can pass along to you. Your price is set in the afternoon for the following day and transmitted to you by the start of each business day via email or text message. Your price is good for 24 hours, from midnight to midnight. The advantage to this pricing structure is knowing exactly what you're paying per gallon at any given moment while benefitting from market fluctuations. When pricing falls, market-based pricing favors our customers with savings not seen at the local service stations, since local service stations react more slowly to decreasing fuel costs. Our pricing model allows us to react quickly and deliver the savings right back to the customer.

Weekly Pricing Option:

Weekly pricing is available for customers who see an advantage in market-based pricing, but prefer a price that only changes once each week. A set price is sent every Friday and is good through the following Thursday. The focus is to provide a flexible, clear agreement that's enhanced by changing the price once a week.

Retail Pricing Option:

We offer customers retail pricing in every market we sell. Quarles monitors the prices at competitive service stations near each of our sites, and uses them as a guide to set a daily retail price for every location and every product. The price is set every afternoon and delivered to you by text message or email before the start of business. Your retail price is good for 24 hours, from midnight to midnight. Retail prices fluctuate at a slower pace than market-based prices, and are determined by a small retail market. This option is most attractive in times of sustained cost increases because the retail price increases tend to lag in an upward market. If you're looking for a price you can shop on the street, you may want to try retail pricing.

**BUILD YOUR CUSTOMIZED
FLEET FUELING PROGRAM
TODAY...**

**Talk To Us:
877.444.3835**

**UNATTENDED FUEL
NETWORK SITES**

KEY:

TA: Tractor Access

24: Open 24 hrs/day

PD: Premium Diesel

CS: Convenience Store

TS: Truck Stop

NRLM: Off-Road, Low Sulfur
Dyed Diesel

UNL: Regular Unleaded Gas

MID: Mid-Grade Unleaded Gas

SNL: Super Unleaded Gas

ULSD: Ultra-Low Sulfur Diesel

DELAWARE

#422 New Castle

1500 Matassino Rd.
TA 24 PD UNL ULSD

MARYLAND

#9 Waldorf

12090 Acton Ln.
TA 24 PD NRLM UNL ULSD

#403 Beltsville

11450 Baltimore Ave.
TA 24 PD UNL ULSD

#404 Jessup

7410 Washington Blvd.
TA 24 PD UNL ULSD

#407 Forestville

8331 Old Marlboro Pike
TA 24 PD UNL SNL ULSD

#408 Bladensburg

4201 Kenilworth Ave.
CS TA 24 PD UNL SNL ULSD

#409 Baltimore

2900 Washington Blvd.
TA 24 PD UNL SNL ULSD

#411 Baltimore

2749 Hawkins Point Rd.
TA 24 PD UNL SNL ULSD

#412 Rockville

2 Southlawn Ct.
TA 24 PD UNL SNL ULSD

#413 Capitol Heights

200 Milky Way
TA 24 PD UNL SNL ULSD

#414 Baltimore

7300 Rolling Mill Rd.
TA 24 PD NRLM UNL ULSD

#416 Salisbury

1702 Northwood Dr.
TA 24 PD UNL ULSD

#417 Baltimore

1225 Chesapeake Ave.
TA 24 PD UNL ULSD

#423 Glen Burnie

508 Digiulian Blvd.
TA 24 PD UNL ULSD

#424 Clinton

6801 Old Alexandria Ferry Rd.
TA 24 PD UNL ULSD

#425 Landover

3705 Pennsy Dr.
TA 24 PD UNL ULSD

#426 Gaithersburg

19210 Woodfield Rd.
TA 24 PD UNL ULSD

#505 Hagerstown

113 E. Oak Ridge Dr.
TA 24 PD UNL MID SNL ULSD

#506 Hagerstown

16120 Business Pkwy.
TA 24 PD UNL MID SNL ULSD

#509 Frederick

4610 Wedgewood Blvd.
TA 24 PD UNL ULSD

#511 Frederick

1577 Tilco Dr.
TA 24 PD UNL ULSD

NORTH CAROLINA

#804 Greensboro

6371 Burnt Poplar Rd.
TA 24 PD NRLM UNL ULSD

#805 Apex

2540 Schieffelin Rd.
TA 24 PD UNL ULSD

#806 Youngsville

899 Park Ave.
TA 24 PD UNL ULSD

#807 Kernersville

159 Clayton Forest Rd.
TA 24 PD UNL ULSD

#810 Raleigh

6321 Limousine Dr.
TA 24 PD UNL ULSD

#811 Garner

1557 Mechanical Blvd.
TA 24 PD UNL ULSD

#813 Wilmington

51 Export Dr.
TA 24 PD UNL ULSD

#814 Wilmington

6631 Amsterdam Way
TA 24 PD UNL SNL ULSD

#815 Wilmington

3601 Fredrickson Rd.
TA 24 PD UNL ULSD

#817 Selma

4186 Buffalo Rd.
TA 24 PD UNL ULSD

#821 High Point

1302 W. Market Center Dr.
TA 24 PD NRLM UNL SNL ULSD

PENNSYLVANIA

#430 Sharon Hill

1252 Calcon Hook Rd.
TA 24 PD UNL ULSD

#431 Allentown

1046 N. Godfrey St.
TA 24 PD UNL ULSD

#514 York

3640 N. George St.
TA 24 PD UNL ULSD

#515 Chambersburg

875 S. Main St.
TA 24 PD UNL MID SNL ULSD

VIRGINIA

#1 Fredericksburg

271 Warrenton Rd.
TA 24 PD NRLM UNL ULSD

#2 Fredericksburg

1600 Dixon St.
TA 24 PD NRLM UNL SNL ULSD

#200 Front Royal

195 Commerce Ave.
TA 24 PD NRLM UNL SNL ULSD

#201 Front Royal

10178 Winchester Rd.
CS TA 24 PD UNL SNL ULSD

#301 Harrisonburg

1006 West Market St.
CS TA 24 PD UNL SNL ULSD

#302 Broadway

295 N. Timber Way
TA 24 PD NRLM UNL ULSD

#303 Harrisonburg

3410 South Main St.
TA 24 PD UNL SNL ULSD

#304 Waynesboro

790 S. Delphine Ave.
TA 24 PD NRLM UNL ULSD

#306 Roanoke

1568 Granby St. NE
TA 24 PD UNL SNL ULSD

#307 Salem

2319 West Main St.
TA 24 PD UNL SNL ULSD

#309 Lynchburg

3121 Odd Fellows Rd.
TA 24 PD UNL ULSD

#310 Roanoke

2213 Shenandoah Ave. NW
TA 24 PD UNL ULSD

#400 Newington

8219 Terminal Rd.
TA 24 PD UNL SNL ULSD

#401 Fairfax

8902 Lee Highway
TA 24 PD UNL ULSD

#405 Woodbridge

14501 Jeff Davis Hwy
TA 24 PD UNL ULSD

#406 Springfield

5415 Industrial Dr.
TA 24 PD UNL SNL ULSD

#410 Woodbridge

13300 Occoquan Rd.
TA 24 PD UNL ULSD

#502 Berryville

10176 Harry Byrd Hwy
CS TA 24 PD UNL SNL ULSD

#504 Winchester

151 Rycro Lane
TA 24 PD UNL ULSD

#507 Winchester

150 Park Center Dr.
TA 24 PD NRLM UNL ULSD

#603 Warrenton

81 Broadview Ave.
CS TA 24 PD UNL SNL ULSD

#605 Sterling

45149 Old Ox Rd.
TA 24 PD NRLM UNL ULSD



Fuel Network

#606 Manassas

8001 Wellingford Dr.
TA 24 PD NRLM UNL SNL ULSD

#607 Manassas Park

9099 Owens Ct.
TA 24 PD UNL SNL ULSD

#608 Chantilly

14060 Willard Rd.
TA 24 PD UNL SNL ULSD

#700 Culpeper

15427 Brandy Rd.
TA 24 PD NRLM UNL ULSD

#701 Culpeper

1314 Orange Rd.
CS TA 24 PD UNL MID SNL ULSD

#703 Ruckersville

74 Carpenter Mill Rd.
TA 24 PD UNL ULSD

#902 Richmond

4110 W. Clay St.
TA 24 PD NRLM UNL ULSD

#903 Rockville

2345 Lanier Rd.
TA 24 PD UNL ULSD

#904 Sandston

6050 Audubon Dr.
TA 24 PD UNL SNL ULSD

#905 Ashland

10437 Success St.
TA 24 PD NRLM UNL SNL ULSD

#906 Richmond

200 Everett St.
TA 24 PD UNL SNL ULSD

#907 Norfolk

4545 Progress Rd.
TA 24 PD UNL MID SNL ULSD

#908 Chesapeake

4021 Holland Blvd.
TA 24 PD NRLM UNL ULSD

#909 Hampton

220 Aberdeen Rd.
TA 24 PD UNL MID SNL ULSD

#910 Chester

12320 Old Stage Rd.
TA 24 PD UNL ULSD

#911 Virginia Beach

617 Wesley Dr.
TA 24 PD UNL ULSD

#912 Troy

141 Zion Park Rd.
TA 24 PD UNL ULSD

#913 Midlothian

12701 Spectrim Ln.
TA 24 PD UNL ULSD

WEST VIRGINIA

#503 Martinsburg

110 Winchester Ave.
TA 24 PD NRLM UNL ULSD

RETAIL SITES

KEY:

U: Unattended
A: Attended
TA: Tractor Access
24: Open 24 hrs/day
PD: Premium Diesel
CS: Convenience Store
TS: Truck Stop
NRLM: Off-Road, Low Sulfur Dyed Diesel
UNL: Regular Unleaded Gas
MID: Mid-Grade Unleaded Gas
SNL: Super Unleaded Gas
LSD: Low Sulfur Diesel
ULSD: Ultra-Low Sulfur Diesel

MARYLAND

#10414 Lanham

8555 Martin Luther King Hwy
A CS 24 UNL MID SNL ULSD

#10420 Waldorf

2030 Crain Hwy
A CS UNL MID SNL ULSD

#10422 Annapolis

2044 West St.
A CS 24 UNL MID SNL ULSD

#10425 Hughesville

8144 Leonardtown Rd.
A CS UNL MID SNL

#10428 Germantown

20510 Frederick Rd.
A CS UNL MID SNL ULSD

#10512 Hagerstown

1840 Maugans Ave.
A CS TA 24 UNL MID SNL ULSD

NEW JERSEY

#10433 Thorofare

Rt. US 130 & Rt. US 295
A CS TS UNL ULSD

NORTH CAROLINA

#10821 Sunbury

Route 158
A CS UNL MID SNL

#10823 McLeansville

1766 Mt. Hope Church Rd.
A CS UNL MID SNL ULSD

VIRGINIA

#10103 Spotsylvania

8902 Courthouse Rd.
A CS UNL MID SNL

#10104 Triangle

18630 Jeff Davis Hwy.
A CS UNL MID SNL ULSD

#10106 Fredericksburg

2301 Plank Rd.
A CS 24 UNL MID SNL ULSD

#10107 Fredericksburg

201 Jeff Davis Hwy.
A CS UNL MID SNL ULSD

#10108 Dumfries

18020 Main St.
A CS TA UNL MID SNL

#10110 King George

10520 James Madison Pkwy.
A CS TS TA 24 UNL MID SNL ULSD

#10111 Fredericksburg

3303 Plank Rd.
A CS TA UNL MID SNL

#10112 King George

1132 Kings Hwy.
A CS TS TA UNL MID SNL ULSD

#10113 Woodford

5016 Mudd Tavern Rd.
A CS TS TA 24 NRLM UNL MID SNL ULSD

#10114 Montross

15118 Kings Hwy.
A CS TA 24 UNL MID SNL ULSD

#10115 Lancaster

8623 Mary Ball Rd.
A CS TA UNL MID SNL ULSD

#10116 Kilmarnock

80 Irvington Rd.
A CS TA UNL MID SNL ULSD

#10117 White Stone

895 Rappahannock Dr.
A CS TA UNL MID SNL ULSD

#10118 Locust Hill

5816 General Puller Hwy.
A CS TA 24 NRLM UNL MID SNL ULSD

#10120 Mathews

10896 Buckley Hall Rd.
A CS UNL MID SNL ULSD

#10121 Irvington

4447 Irvington Rd.
A CS UNL MID SNL

#10122 North

13582 John Clayton Mem. Hwy.
A CS UNL MID SNL ULSD

#10123 Deltaville

17853 General Puller Hwy.
A CS NRLM UNL MID SNL ULSD

#10125 Fredericksburg

5513 Jefferson Davis Hwy
A CS LSD UNL MID SNL ULSD

#10211 Linden

4697 John Marshall Hwy.
A CS 24 UNL MID SNL

#10212 Front Royal

9219 Winchester Rd.
A CS TS TA 24 UNL MID SNL LSD

#10213 Front Royal

10178 Winchester Rd.
A CS UNL SNL

#10311 Bridgewater

211 Main St.
A CS 24 UNL MID SNL ULSD

#10318 Charlottesville

1159 Millmont St.
A CS UNL MID SNL

#10319 Gordonsville

11497 James Madison Hwy.
A CS TS TA 24 LSD UNL MID SNL

#10320 Charlottesville

2404 Fontaine Ave.
A CS 24 UNL MID SNL

#10321 Charlottesville

3470 Seminole Trail
A CS TA 24 UNL MID SNL

#10322 Gordonsville

109 Gordon Ave.
A CS TA NRLM UNL MID SNL

#10324 Louisa

450 Main St.
A CS TA 24 LSD UNL MID SNL

#10325 Charlottesville

1800 Monticello Rd.
A CS TA LSD UNL MID SNL

#10330 Madison

Route 29
A CS UNL MID SNL

#10331 Waynesboro

1441 West Main St.
A CS 24 UNL MID SNL

#10332 Fork Union

Route 15
A TA UNL MID SNL

#10333 Dublin

4625 Cleburne Ave.
A TS TA 24 LSD ULSD

#10334 Blacksburg

1300 South Main St.
A CS UNL MID SNL

#10335 Blacksburg

1710 Prices Fork Rd.
A CS UNL MID SNL

#10337 Colleen

4201 Thomas Nelson Hwy
A CS TA LSD NRLM UNL MID SNL

#10338 Lynchburg

8201 Timberlake Rd.
A CS UNL MID SNL ULSD

#10339 Forest

14680 Forest Rd.
A CS UNL MID SNL ULSD

#10342 Amherst

1425 N. Amherst Hwy Ste 10
A CS TA UNL MID SNL ULSD

#10344 Madison Heights

4623 So. Amherst Hwy
A UNL MID SNL ULSD

#10351 Chatham

22076 U.S. Hwy 29
A CS UNL MID SNL

#10355 South Boston

4035-B Halifax Rd.
A CS UNL MID SNL ULSD

#10356 Roanoke

3202 Peters Creek Rd.
A CS UNL MID SNL

#10357 Salem

200 Apperson St.
A CS UNL MID SNL ULSD

#10358 Salem

2723 Main St.
A CS UNL MID SNL ULSD

#10361 Salem

1715 E. Main St.
A CS UNL MID SNL ULSD

#10364 Roanoke

401 Elm Ave.
A CS UNL MID SNL ULSD

#10365 Daleville

245 Roanoke Rd.
A CS UNL MID SNL ULSD

#10366 Bedford

407 North Bridge St.
A CS UNL MID SNL

#10368 Roanoke

5002 Plantation Rd. SE
A CS UNL MID SNL

#10369 Harrisonburg

1010 W. Market St.
A CS 24 UNL MID SNL

#10370 Broadway

295 N. Timber Way
A CS 24 UNL MID SNL

#10371 Charlottesville

240 Rolkin Rd.
A CS TA LSD UNL MID SNL

#10372 Harrisonburg

4025 Quarles Ct.
A CS TA 24 UNL MID SNL ULSD

#10373 Lovingston

44 Callohill Dr.
A CS TA UNL MID SNL ULSD

#10412 Lorton

9801 Richmond Hwy
A UNL MID SNL ULSD

#10419 Lorton

9308 Gunston Cove Rd.
A CS TA LSD UNL MID SNL

#10429 Springfield

5533 Backlick Rd.
A CS TA 24 UNL MID SNL ULSD

#10513 Winchester

1630 South Loudoun St.
A CS UNL MID SNL ULSD

#10519 Berryville

10176 Harry Byrd Hwy
A CS TA 24 UNL SNL ULSD

#10520 Clearbrook

Rts. 11 & 672 exit 321 at I-81
A CS TS TA 24 LSD NRLM UNL MID SNL

#10601 Leesburg

502 South King St.
A CS 24 UNL MID SNL

#10612 Bealeton

11022 Marsh Rd.
A CS 24 UNL MID SNL

#10613 Amissville

18179 Lee Hwy
A CS 24 UNL MID SNL

#10614 Chantilly

43673 John Mosby Hwy
A TS TA UNL MID SNL ULSD

#10617 Gainesville

13246 Gateway Ctr. Dr.
A CS UNL MID SNL ULSD

#10620 Warrenton

9719 James Madison Hwy
A CS TS TA 24 UNL MID SNL ULSD

#10711 Culpeper

11113 James Monroe Hwy
A CS 24 UNL MID SNL

#10712 Orange

18160 Constitution Hwy.
A CS UNL MID SNL ULSD

#10714 Madison

5015 Seminole Trail
A CS UNL MID SNL

#10811 Virginia Beach

5792 Northampton Blvd.
A CS TS TA 24 NRLM ULSD

#10813 Suffolk

1441 Holland Rd.
A CS TA UNL MID SNL ULSD

#10815 Suffolk

615 Carolina Rd.
A CS LSD UNL MID SNL

#10816 Suffolk

3600 Pruden Blvd.
A CS LSD UNL MID SNL

#10818 Franklin

301 E. Second Ave.
A CS UNL MID SNL

#10819 Virginia Beach

5301 Princess Anne Rd.
A CS UNL MID SNL

#10820 Suffolk

1523 N. Main St.
A CS UNL MID SNL ULSD



#10913 Richmond
3338 North Boulevard St.
A CS TA UNL MID SNL ULSD

#10930 Richmond
8701 Staples Mill Rd.
A CS TA LSD UNL MID SNL

#10941 Chesterfield
2411 W. Hundred Rd.
A CS TA 24 UNL MID SNL ULSD

#10942 Chesterfield
9430 Ironbridge Rd.
A CS UNL MID SNL

#10943 Colonial Heights
801 Boulevard
A UNL MID

#10945 Mechanicsville
6535 Mechanicsville Hwy
A CS TA 24 NRLM UNL MID SNL ULSD

#10946 Petersburg
1 S. Crater Rd.
A CS UNL MID SNL ULSD

#10947 Richmond
2707 Williamsburg Rd.
A CS 24 UNL MID SNL

#10955 Richmond
4050 Spring Oak Dr.
A CS UNL MID SNL

#10959 Virginia Beach
5740 Northampton Blvd.
A CS TA UNL MID SNL ULSD

#10963 Richmond
4300 Nine Mile Rd.
A CS TA UNL MID SNL ULSD

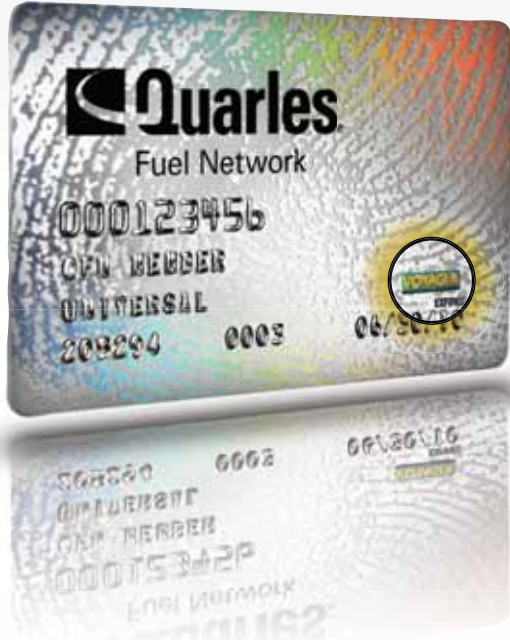
#10965 Quinton
2301 Pocahontas Trl.
A CS TA NRLM UNL MID SNL ULSD

#10967 Richmond
3301 Williamsburg Rd.
A CS TA NRLM UNL MID SNL ULSD

#10968 Warsaw
6632 Richmond Rd.
A CS TA NRLM UNL MID SNL ULSD

#10969 Ashland
523 S. Washington Hwy.
A UNL MID SNL ULSD

REVISED 6/28/10



UNIVERSAL Q-CARD ACCEPTED NATIONWIDE



view a complete list of locations online at:
universalQCARD.com
or talk to us at 877.444.3835



COMMERCIAL CREDIT APPLICATION

PHONE: 877.444.3835

EMAIL: QFNHELP@QUARLESINC.COM

RETURN COMPLETED APPLICATIONS TO:

QUARLES FUEL NETWORK

1701 FALL HILL AVENUE, SUITE 300

FREDERICKSBURG, VA 22401

OR FAX TO: 540.371.9613

IMPORTANT TAX INFORMATION: FEDERAL AND STATE LAWS REQUIRE YOU TO FILE EXEMPTION CERTIFICATES WITH QUARLES PRIOR TO ANY TAX-EXEMPT PURCHASES.

REFERRED BY: Name: _____ Phone: (_____) _____ - _____

APPLICATION DATE: ____/____/____ QUARLES SALES REPRESENTATIVE STEPHEN CHILTON

GENERAL INFORMATION

Legal Name of Business _____ Trade Name (DBA) _____

Business Street Address _____ City _____ State _____ Zip _____

Mailing Address _____ City _____ State _____ Zip _____

E-mail _____ Phone Number (_____) _____ - _____ Fax Number (_____) _____ - _____

TYPE OF BUSINESS Corporation Partnership Proprietorship Fed ID/ SSN# _____

Incorporation Date _____ If subsidiary, name parent company _____

PROPRIETOR, PARTNERS OR CORPORATE OFFICERS Please provide an alternate address where we may reach you.

Name 1. _____ 2. _____

Title _____

Street _____

City, State, Zip _____

Phone _____

Email _____

Social Security # _____ - _____ - _____

REFERENCES

REFERENCE #1 Firm Name _____ Account# _____

Address _____ Contact _____

City _____ State _____ Zip _____ Phone: (_____) _____ - _____

REFERENCE #2 Firm Name _____ Account# _____

Address _____ Contact _____

City _____ State _____ Zip _____ Phone: (_____) _____ - _____

REFERENCE #3 Firm Name _____ Account# _____

Address _____ Contact _____

City _____ State _____ Zip _____ Phone: (_____) _____ - _____

CREDIT INFORMATION Financial Statement Enclosed* Yes No Credit Line Requested _____

Listed in Dun & Bradstreet Yes No If yes, please list Duns Number: _____

*Request for credit line over \$20,000 requires two previous years tax records or financial statements.

*Any financial statement submitted with this application will facilitate the establishment of your account and will be relied upon by Quarles Petroleum, Inc. Any such statements will be kept strictly confidential.

Permission is herewith granted to obtain credit information from all listed references, credit reporting agencies and banking institution(s). All financial information submitted in support of this new account and credit application is true and complete in all respects. My account is subject to a late charge of 1.5% per month (18% per annum) on all past due invoices. Furthermore, I understand that Quarles Petroleum, Inc has the right to discontinue service if my account is past due and that any collection fees (including attorney fees) incurred by Quarles Petroleum, Inc., which the parties hereby fix at 33 1/3% of any balance due plus court costs, will be borne by my account.

Please Sign Below: I have read the "Account Terms and Conditions", and having authority to act on behalf of the company, I agree to all of those terms and conditions. Further, we authorize you to share the information contained in this application with your affiliates for purposes of account set up and establishment of credit.

X _____ Signature of Authorizing Officer (required) Please Print Officer Name Date

X _____ Signature of Authorizing Officer (required) Please Print Officer Name Date

ACCOUNT TERMS AND CONDITIONS

Rev. 08/05/08

1. Quarles Fuel Network and Quarles Energy Services are understood and agreed to be registered tradenames of Quarles Petroleum, Inc.
2. The customer and each guarantor unconditionally, jointly, and severally guarantee full and prompt payment of all sums which may, from time-to-time, be owing to Quarles Petroleum, Inc. by the customer as a result of this agreement.
3. Customer will receive an invoice depending on Customer's credit arrangements with Quarles Petroleum, Inc. Copies of receipts for individual Fuel Network transactions will not be provided.
4. Customer agrees to pay the full amount due in U. S. Dollars according to the terms indicated on the Quarles Petroleum, Inc. billing statement by delivery or mail to the address shown on the statement. If this amount is not received by Quarles Petroleum, Inc. by the due date shown on the statement, customer and guarantors agree to pay interest on the past due balance at an annual rate of the greater of 18% or the maximum allowed by law, until the balance is paid in full. All payments will be applied to the balances on your account in the manner we determine.
5. Notwithstanding any provision in this agreement to the contrary, the total liability for payments of interest and payments deemed to be interest by applicable law, shall not exceed the limit imposed by applicable usury law. In the event the total liability for payments of interest and payments deemed interest by applicable law, shall, for any reason whatsoever, result in an effective rate of interest which exceeds the limit imposed by the applicable usury law, all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice by, between, or to any party hereto, be deemed to have been applied, immediately upon receipt of such sums by Quarles Petroleum, Inc. (and shall be applied), as a credit on the principal due or thereafter arising on Customer's account.
6. Payments received on a regular business day will be credited to customer's account on the following regular business day.
7. If Quarles Petroleum, Inc. must use an attorney or collection agency to collect any overdue amount from customer and/or any guarantors, customer and each guarantor agree to pay reasonable attorney fees and costs of collection incurred by Quarles Petroleum, Inc., which the parties hereby fix at 33 1/3% of any balance due, plus court costs. Customer and/or guarantor waive privilege of being sued in their County or City of residence. It is stipulated and agreed that the courts, general, district and circuit of the County of Stafford, Virginia shall be an appropriate venue for any actions at law between the parties and especially for any actions to collect sums alleged owing on open account by customer and/or guarantor to Quarles Petroleum, Inc., but this shall be non-exclusive and shall not preclude the use of other appropriate venues pursuant to Virginia law. This provision shall be material to any decision to extend credit to customer based upon this credit application. No notice of acceptance hereof need be given any guarantor. In consideration of charges allowed and to be allowed to the customer, the guarantor hereby personally guarantees payment of all amounts due Quarles Petroleum, Inc.
8. Customer must notify Quarles Petroleum, Inc. of any Fuel Network or Energy Services disputed charge(s) within 60 days after the date of the statement or invoice on which such charge(s) first appeared. After 60 days, all charges are considered valid and no adjustments will be made. Notice to Quarles Petroleum, Inc. of a disputed charge shall be given by customer in writing and shall include the following information: customer's name and account number; the dollar amount of the disputed charge; the reason customer is disputing the charge; and a copy of the statement or invoice on which the disputed charge appears. Notices should be mailed to the following address: 1701 Fall Hill Avenue, Fredericksburg, VA 22401
9. Customers and guarantors shall be responsible for any unauthorized uses of a lost or stolen card, which occur prior to Customer's notification to Quarles Petroleum, Inc. of such loss or theft. Customer and guarantors each agree that they shall notify Quarles Petroleum, Inc. upon learning of unauthorized use of card(s). Such notice must include the card number of each lost or stolen card.
10. Cards are to be used solely for the conduct of customer's business by the employees of customer. It shall be customer's responsibility to ensure that its employees use the card in compliance with customer's business policies, and these Account Terms and Conditions. Any dispute in this regard shall be resolved between customer and its employees. Customer shall still be responsible to Quarles Petroleum, Inc. for payment of all such charges.
11. Customer certifies that everyone using a card issued in the name of customer will be taught all safety regulations issued by Quarles Petroleum, Inc. to ensure safe operation of all Quarles Petroleum, Inc. fueling sites.
12. Customer warrants that it is a governmental body or a licensed commercial enterprise, and that the system shall be used only by the commercial enterprise or governmental body in its business, and the fuel obtained will not be made available for personal use.
13. Quarles Petroleum, Inc. maintains the absolute right, exercisable in its sole discretion, to interrupt or terminate use of any and all cards issued to customer.
14. If any portion of this agreement is subsequently held to be invalid, such determination shall not affect the other provisions of these Account Terms and Conditions, which shall remain in full force and effect.
15. These terms and conditions will be interpreted applying Virginia law, without regard to the conflict of laws provisions thereof.
16. You promise to make purchases only up to your assigned credit limit. We can increase or decrease your credit limit at any time.
17. To the extent permitted by law, the following fees may be charged to your account as applicable:
Returned check fee – If you make a payment with a check and the check is returned unpaid, you agree to pay a returned check fee of \$25.00 for checks up to \$1,000.00 and \$50.00 for checks over \$1,000.00.
You may be charged \$2.00 for each new or replacement access cards.
18. You agree to notify us in writing of any change in your address. In the absence of any written notice from you of a change in address, we will have fulfilled any duty to give you any required notice or statement by sending it to you at the address shown on our records.
19. We may change the terms of this agreement at any time to the extent permitted by law. The new terms (including finance charge or other charges) will at our option apply to the balance of your account when the new terms become effective and will apply to all purchases made after that date. If notice of the new terms is required by law, we will send the notice to your address shown in our records. *Any financial statement submitted with this application will facilitate the establishment of your account and will be relied upon by Quarles Petroleum, Inc. Any such statements will be kept strictly confidential.
Permission is herewith granted to obtain credit information from all listed references, credit reporting agencies and banking institution(s). All financial information submitted in support of this new account and credit application is true and complete in all respects. My account is subject to a late charge of 1.5% per month (18% per annum) on all past due invoices. Furthermore, I understand that Quarles Petroleum, Inc has the right to discontinue service if my account is past due and that any collection fees (including attorney fees) incurred by Quarles Petroleum, Inc., which the parties hereby fix at 33 1/3% of any balance due plus court costs, will be borne by my account.

CONTINUING GUARANTY (INDIVIDUAL)

Please Note: This Individual Continuing Guaranty may be required of the principal applicant(s) who is (are) the principle(s) or owner(s) of a small and/or closely held corporation or limited liability company where the corporation/ LLC has insufficient credit, capital or capacity to support, on its own, the requested credit line. Please do not execute or forward this Individual Continuing Guaranty to Quarles Petroleum, Inc. until required.

For valuable consideration, each of the undersigned ("Guarantor"), jointly and severally, unconditionally guarantees to Quarles Petroleum, Inc. ("the Creditor") the full, prompt, and complete payment and performance of all sums, moneys, notes, loans, indebtedness, leases, or lease payments that shall at any time be due and payable to the Creditor and its successors and assigns, from ("Debtor"), whether now owing or hereafter contracted, absolute or contingent, including all liabilities or obligations that Debtor has incurred or may incur or from other dealings by which the Creditor may become in any manner a creditor of Debtor (collectively the "Obligations"). Guarantor further agrees to verification of their credit worthiness through credit reporting agencies.

This Guaranty is a continuing guaranty and shall not be considered wholly or partially satisfied by the payment at any time of any sum or amount, due or hereafter owing upon any Obligation, but shall continue until terminated by written notice actually received by the Creditor and shall then continue, notwithstanding such termination, as to any Obligation created or incurred by Debtor prior to such receipt of termination.

To the extent permitted under applicable law, Guarantor waives: (i) notice of acceptance, all notices and consents of any kind, protest, dishonor, non-payment, and demand for presentment; (ii) until the Obligations are irrevocably paid in full any claim, right, or remedy which Guarantor may now have or hereafter acquire against Debtor including the right of subrogation; and (iii) all exemptions, homestead laws, and defenses given to sureties and guarantors other than the complete fulfillment performance and payment of all Obligations.

The liability of each Guarantor is direct and unconditional. Guarantor acknowledges 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 may proceed against each Guarantor without resorting to any other right, remedy, security, or entity. All of the Creditor's remedies for the Obligations or this Guaranty are cumulative. Guarantor agrees that the Creditor may extend any deadline or payment due date, modify any agreement, defer acceleration, 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. There are no conditions precedent to this Guaranty.

Guarantor represents and warrants to the Creditor that this Guaranty has been duly executed and delivered 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 an officer of the Creditor. This Guaranty shall extend to and bind the heirs, executors, and administrators, successors and assigns of each of Guarantor and the Creditor.

This Guaranty shall be governed by the internal laws of the State 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. **Time is of the essence of this Guaranty.**

Signature of Guarantor _____ Print Name: _____

SSN: _____ - _____ - _____ Address: _____

Signature of Guarantor _____ Print Name: _____

SSN: _____ - _____ - _____ Address: _____

Signatures(s) of Guarantor(s) are required to be either notarized or witnessed by two (2) witnesses.

Witness Signature: _____ Print Name: _____

Witness Signature: _____ Print Name: _____

State of: _____ County of: _____

I, _____, do hereby certify that [name(s)] _____

_____ personally appeared and executed this Guaranty before me this _____ day of _____,

in the year of _____.

Signature of Notary Public: _____ [SEAL] Notary Registration Number: _____



Q-CARD ORDER FORM

Q-CARD TYPE: CLASSIC
 OFF-ROAD
 UNIVERSAL

NAME: _____

COMPANY: _____

Vehicle #: Any number of your choice, between 1-9999. If you do not specify a number, we will assign them 1, 2, 3, etc. as listed.
2nd Card Label: The 1st card label will be the name of your company. The second label can say whatever you choose, or be blank.
Fuel Type(s): Put the letter(s) on this line that correspond with the type(s) of fuel the card will be used to purchase:
A: On-Road Diesel Fuel **B:** Regular No-Lead Gasoline **C:** All Grades of Gasoline
D*: Off-Road (Dyed) Diesel Fuel (*This product applies only to the OFF-ROAD card for tax-exempt reasons.)
PIN #: You may pick a four-digit PIN# for each vehicle. The PINs can be the same for all vehicles, or different, or we can randomly assign them for you.
Gallon Limit: Choose the maximum gallons a driver can fuel per swipe: 20, 30, 40, 50, 70, 100, 150, 200 or 250.

Vehicle #	2nd Card Label	Fuel Type(s)	PIN#	Gallon Limit Per Fill
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____
6. _____	_____	_____	_____	_____
7. _____	_____	_____	_____	_____
8. _____	_____	_____	_____	_____
9. _____	_____	_____	_____	_____
10. _____	_____	_____	_____	_____

More than 10 vehicles? Just copy this sheet.

OPTIONAL: Do you want to enter an odometer reading with each transaction? YES NO

Questions? Talk to us...

STEPHEN CHILTON

phone: 919.600.9403

fax: 919.896.7056

email: SChilton@Quarlesinc.com

web: www.QuarlesFuelNetwork.com

Please fax this completed Card Order Form back to 540.371.9613.



TELL A FRIEND ABOUT US!

Refer a friend to Quarles and we'll pay you back with a \$100 check for EVERY (no limit) referral that leads to a new account. Simply complete this form and return it to us via email, phone or fax. Notification of credit approval requires less than three weeks. Thank you for being a QFN Member!

TODAY'S DATE:

QFN MEMBER NAME:

COMPANY NAME:

MY REFERRALS

COMPANY	CONTACT NAME	PHONE	EMAIL	LOCATION

- GET UP TO 5% MORE MPG WITH QUARLES PREMIUM DIESEL FUEL
- CHOOSE THE Q-CARD THAT'S RIGHT FOR YOU...CLASSIC, OFF-ROAD OR UNIVERSAL!
- GAIN THE MARKET-BASED PRICING ADVANTAGE WITH ALL QFN UNATTENDED SITES
- CREATE A CUSTOM FUELING PROGRAM THAT FITS YOUR BUSINESS

phone: 877-444-3835 (FUEL)
fax: 540-371-9613
email: qfnhelp@quarlesinc.com