

Valero Fleet Services Credit Card Agreement

READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS

Definitions; Agreement. In this Agreement, the words “we”, “us”, and “our” mean Valero Marketing and Supply Company. “You” and “your” mean the company or person(s) who applies for and accepts the Card or Cards issued on your Account. “Card” or “Cards” means the Valero Fleet Services Credit Card(s) issued in connection with your Account. “Account” means the account issued to you, which is associated with an account number, and to which any charges made with the Card(s) issued will be accumulated for billing purposes. “Valero Fleet Discount Site” means a Valero branded location that agrees to participate in the Valero Fleet Card Discount Program. For more details about the Valero Fleet Card Discount Program, you can write to us at PO Box 631, Amarillo, TX 79105-0631, or email us at fleet@valero.com or call us at 1-877-882-5376. Definitions of additional terms may be contained in other paragraphs of this Agreement. This Agreement shall constitute the entire agreement between the parties, and shall supersede all previous negotiations, commitments and writings.

Acceptance. You accept this Agreement (i) if you apply for, and Valero Marketing and Supply Company issues you, a Valero Fleet Services Credit Card(s), and (ii) if you use or permit the use of the Credit Card(s). If you do not wish to be bound by the terms and conditions of this Agreement, do not use the Card(s). Instead, cut the Card(s) in two and return them to us with a written rejection of this Agreement and the Account.

PINs; Driver Numbers. Use of an Account or Card requires a Personal Identification Number (“PIN”), which will be issued to you. At your request, we may in our sole discretion issue an account that does not require a PIN. If you are issued a non-PIN required account, we may require you at any time to change to a PIN required account. Additionally, driver numbers, and other information may be selected by you or provided to you prior to the time Card(s) are issued. This information may be changed upon your request during the life of the Account.

Use of Card(s); Responsibility. We may issue Card(s) at your request. Card(s) may be used at Valero branded locations (“Merchants”). Some Merchants may choose to participate as a Valero Fleet Discount Site (“Participating Merchants”). Additionally, a Merchant may choose to participate in contract pricing or other agreement(s). We are not responsible for the Merchant or Participating Merchant’s choice to participate. We are not responsible for the refusal or failure of any Merchant or Participating Merchant to accept your Card(s). A Card(s) must be presented at the time of purchase. A PIN, and in some instances, a driver number or other information from your employee/driver, will be required to authorize each purchase. When you use your Card(s), or permit someone else to have access to your Card(s) or Account number, PIN, or driver number, you promise to pay all charges, along with all related Interest Charges and other fees accruing under this Agreement, including charges you may not have intended that person to make. You may notify us at any time if you wish to terminate charging privileges in connection with a Card(s), PIN, or driver number. Generally, you may use your Card(s), and authorize your employees/drivers to use your Card(s), to purchase fuel, merchandise, services, and other permissible items. However, (a) at our sole discretion, (b) the discretion of the Merchant, or, in some instances (c) at your discretion, a purchase may not be permitted. You agree that the Card(s) issued to you will be used strictly for business or commercial purposes, and not for any personal, family, or household use. You agree not to use your Card(s), and not to permit your employees/drivers to use your Card(s), for any unlawful purpose or in any illegal transaction(s). You should keep receipts as proof of purchase and in order to verify your periodic billing statement.

Extension of Credit; Credit Line. We may require you to maintain funds under our control as a condition of issuing credit on your Account per the Valero Fleet Services Account Security Agreement. The total amount of credit that may be extended on your Account shall be determined, and may be changed at any time, by us in our sole discretion. We may establish or change a credit line (“Total Credit Line”) for your Account from time to time. Your Total Credit Line may be shown on the initial Card(s) mailer or other correspondence and on each periodic billing statement (“Statement”). If we accept a payment for an amount in excess of your entire unpaid balance (“New Balance”), your Total Credit Line will not be increased by the amount of such overpayment nor shall we be required to authorize transactions for an amount in excess of your Total Credit Line. Authorization and acceptance of such transactions shall be determined by us at our sole discretion. We may, in our sole discretion, honor transactions that exceed your Total Credit Line, but we do not consider such transactions to be a request to increase your Total Credit Line. If we have previously honored transactions in excess of your Total Credit Line, that does not mean that we will honor further transactions in excess of your Total Credit Line. We may allow you the ability to administer limits per Card(s) or by employee/driver at our discretion. Examples of such limit(s) which may be administered are a daily limit, weekly limit, monthly limit, special limit, etc. If such limit(s) are in effect, you may notify us if you wish to change or terminate them. We will attempt to implement and enforce such limit(s) but we will not be liable for any failure to do so.

Payment Terms. We will provide you a Monthly Statement of your Account at approximately monthly intervals if there has been activity on your Account, or there is a balance (credit or debit) in your Account exceeding \$1, unless we deem your Account to be uncollectible, or we have instituted delinquency collection procedures, or furnishing the statement would violate law. If you request, and at our sole discretion, we may send periodic billing statements more frequently than monthly. You must pay the New Balance by



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the Payment Due Date and time shown on the Statement at the address provided. Failure to pay the New Balance by the Payment Due Date may result in Interest Charges and/or a Late Fee, as described below, and cancellation or interruption of charging privileges. All payments must be made in U.S. dollars. If you agreed to an Automatic Payment Withdrawal(s) we will deduct the New Balance from your deposit account according to instructions you provide on the Valero Fleet Services Automatic Payment Withdrawal Form. If you overpay, or if a credit balance is otherwise created in your Account, we will not pay interest on such amounts. If you post-date a check for payment, we may process the check immediately upon receipt or return it unpaid, at our election, without in either case waiting until the date shown on the check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take. We may accept payments marked "Payment in Full" or with words of similar effect without losing any of our rights to collect the full balance of your Account. Any payments marked "Payment in Full" or with similar words must be sent to the following address: PO Box 631, Amarillo, TX 79105-0631, and we reserve all rights with respect to any such payments. Except where prohibited by law, satisfaction of your account balance for less than the New Balance requires written agreement signed by one of our authorized employees. Except to the extent permitted by law, you cannot disclaim responsibility of payment even though an agreement, divorce decree, or court judgment to which we are not a party may affect you or any other person or entity with responsibility to pay.

Interest Charges on Unpaid Amounts.

If you fail to pay the New Balance by the Payment Due Date shown on the billing statement, then we may impose Interest Charges.

Rate of Interest Charges. The rate of Interest Charges is determined by the state in which you receive your billing statement. The Monthly Periodic Rate and corresponding Annual Percentage Rate are shown in the Interest Charge and Fee Schedule ("Schedule"), which is at the end of this Agreement.

When Interest Charges Begin to Apply. Interest Charges will begin to apply on the first day of the billing cycle during which you fail to pay the New Balance by the Payment Due Date, and will continue to apply until you have paid the New Balance then due on your Account.

Calculating the Interest Charge. The balance method used to calculate the Interest Charge is determined by the state in which you receive your billing statement. The balance method is shown in the Schedule. See below for a description of how we calculate the balance method used to calculate the Interest Charge applicable to your account. If you reside in a state where we use the "average daily balance" method to calculate the Interest Charge, we apply the periodic rate to the "average daily balance" of your Account. If you reside in a state where we use the "adjusted daily balance" method to calculate the Interest Charge, we apply the periodic rate to the "adjusted daily balance".

Calculating the Average Daily Balance. To get the "average daily balance", we take the beginning balance of your Account each day, add any new purchases, and subtract any payments or credits, and unpaid Interest Charges. Credit balances are treated as zero balances. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance".

Calculating the Adjusted Balance. We get the "adjusted balance" by taking the balance you owed at the end of the previous billing cycle and then we subtract any unpaid Interest Charges and any payments and credits received during the present billing cycle.

Other Fees and Charges.

Fleet Management Report Fee. We may provide you with Fleet Management Reports ("Reports") and we may charge a fee for this service. The Reports contain data transmitted to us by Merchants and, if applicable, your employees or drivers. We will attempt to ensure the accuracy of the Reports, but we do not guarantee their accuracy, and shall not be in any way responsible or liable for any damage resulting from any inaccuracy in any Report.

Late Payment Fee. If you do not pay the New Balance by the Payment Due Date shown on a Statement, we may assess a Late Fee in the amount shown in the Schedule, based on the state of your billing address. For states where the Late Fee is equal to a percentage, we apply that percentage to the total amount past due on your Account at the time the fee is assessed, less any previous Late Fees or Interest Charges.

Returned Payment Fee. If your payment, whether by check, electronic draft or otherwise, is not honored for its full amount by your bank for any reason, we may assess a returned payment fee in the amount shown in the Schedule, based on the state of your billing address.

Miscellaneous Fees. If you request certain program options, transaction information, or maintenance on your Account, additional fees may apply. These fees include, but are not limited to Account Maintenance Fees, Statement Reprint Fees or Invoice Copy Fees, Overnight Mailing Fees, or Additional Card(s) Fees. The amount of these fees will be disclosed to you when you request the service. We may elect to waive these fees at our sole discretion.

Returns and Adjustments. Credits to your Account from any return or adjustment may be applied, in our discretion, to your New Balance or future purchases.

Liability for Unauthorized Use. You may be liable for the unauthorized use of your Card(s). If you notice the loss or theft of your Card(s) or become aware of possible unauthorized use of your Card(s) or PIN, you should call us immediately at 1-877-882-5376 or write to us at PO Box 631, Amarillo, TX 79105-0631. You will not be liable for any unauthorized use that occurs after you notify us to cancel the Card(s), PIN, or driver number. If your Account has fewer than 10 Card(s), your liability will not exceed \$50. If your Account has more than 10 Card(s), then you agree that you will be responsible for any unauthorized use that may occur up until the point that you notify us to cancel the Card(s), PIN, or driver number. You agree to give us your full cooperation in our efforts to recover stolen Cards and amounts due from unauthorized users and in prosecuting unauthorized users.



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As always, use your Valero Fleet Services Card at any of The Valero Family of Brands!

BILLING RIGHTS SUMMARY

What To Do If You Think You Find A Mistake On Your Statement: If you think there is an error on your statement, write to us at PO Box 631, Amarillo, TX 79105-0631. You may also contact us at fleet@valero.com. In your letter, give us the following information: *Account information:* Your name and account number. *Dollar amount:* The dollar amount of the suspected error. *Description of Problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing or electronically. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true: We cannot try to collect the amount in question, or report you as delinquent on that amount. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount. While you do not have to pay the amount in question, you are responsible for the remainder of your balance. We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card(s) Purchases: If you are dissatisfied with the goods or services that you have purchased with your credit Card(s), and you have tried in good faith to correct the problem with the Merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) You must have used your credit Card(s) for the purchase. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: PO Box 631, Amarillo, TX 79105-0631. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Change of Terms. We may add, delete, or change the terms of this Agreement (“Change”) at any time, including changes in the Interest Rates (APR) or fees. We will give you a notice of change as required by law. To the extent permitted by law, a Change may apply to all amounts outstanding on your Account at the time the changes go into effect. We may provide any notice under this Agreement to you electronically if permitted by law.

Force Majeure; Limits on Liability. We shall not be responsible to you for losses or damages resulting from the malfunction or non-function of Card(s) because of fire, electrical failure, communication line failures, terminal malfunction, labor dispute, act of God or other event beyond our control. In no event shall we be liable, in contract, tort or otherwise for incidental, consequential, special or indirect damages.

Our Right to Require Immediate Payment; Default; Collection Costs. We may decline to extend further credit to you or require immediate payment of all amounts you owe us without notice or demand under certain circumstances, including but not limited to when (1) you make a payment that is returned unpaid, (2) you fail to pay any amount owed under this Agreement exactly when due, (3) you exceed your Total Credit Line, (4) you fail to abide by any other term of this Agreement, (5) you default on any other credit obligation you have with us, (6) your ability to pay us is materially impaired (including, without limitation, if you file or have filed against you as debtor a proceeding under any chapter of the Bankruptcy Code), or (7) your legal or ownership status changes. No rights, duties, or obligations arising prior to the termination of credit by us shall be impaired by such termination. If you are in default, unless prohibited by applicable law, you also must pay us or reimburse us for all costs and disbursements, including reasonable attorney’s fees, incurred by us in legal proceedings (including bankruptcy proceedings) to collect or enforce the debt.

Assignment. You agree that we may at any time assign your Account, any sums due on your Account, this Agreement, or any of our rights or obligations under this Agreement to another person or entity without your consent or notice to you. The person or entity to whom we make any such assignment shall be entitled to all of our rights under this Agreement, to the extent assigned. You may not assign your rights under this Agreement.

Change of Ownership or Mailing Address. You must notify us immediately of any change of ownership or change to your business name or mailing address from that shown on your latest periodic billing statement. Name and ownership change requests must be submitted in writing to PO Box 631, Amarillo, TX 79105-0631. Address changes can be submitted to that address in writing or by calling 1-877-882-5376.

Call Recording and Monitoring. You consent to and authorize us, any of our affiliates, and our marketing associates to monitor and/or record (unless prohibited by law) any of your telephone conversations with our representatives or the representatives of any of such companies.

Credit Information. You agree that we may make credit inquiries about your business, and you, personally, if you are a sole proprietor or extend a personal guaranty. We may make these inquiries in connection with your application, and for ongoing review, servicing, and collection of your Account. We may furnish information relating to this Account in response to credit inquiries from others and to credit reporting agencies. We may report information about your Account, and you, personally, if you are a sole proprietor or extend a personal guaranty, to credit reporting agencies. This information may include, but is not limited to payment



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history, late payments or other defaults. If you believe that any information we may furnish to a credit reporting agency about your Account is inaccurate, please write us at PO Box 631, Amarillo, TX 79105-0631. Include a copy of the report, if you have one, and a description of the information that you believe is inaccurate.

Severability: No Waivers. If any part of this Agreement is found to be invalid, the rest remains effective to the fullest extent allowed by applicable law. Any failure or delay by us in exercising any of our rights or remedies under this Agreement or under applicable law does not mean that we will not be permitted to exercise those rights or remedies later. We may accept late payments or partial payments without losing any of our rights or remedies.

Governing Law. This Agreement and your Account are governed by the laws of the state where your billing address is located, without regard to its conflict of laws/principles.

Termination of Agreement. This Agreement may be terminated at any time by your written notice to us. No such termination shall affect your obligations existing prior to such termination or your responsibility for charges made by you or your employees/drivers after such date of termination. We may suspend or terminate your Account and this Agreement at any time.

BINDING ARBITRATION PROVISION.
YOU SHOULD READ THIS SECTION CAREFULLY.

Any claim, dispute, or controversy (whether based on contract, tort, statute, or otherwise, and whether seeking monetary or any form of non-monetary relief) arising from or relating to your Account, any prior account, or the relationship between you and us (collectively, "Claims"), upon the election of you or us, will be resolved by binding arbitration pursuant to this Arbitration Provision and the rules and procedures ("JAMS Rules") of JAMS ("JAMS") in effect when the Claim is filed.

For purposes of this Arbitration Provision: (A) the terms "we", "us", and "our" mean (1) Valero Marketing and Supply Company, any servicer or subsequent holder of your Account or the amounts due under your Account, and all of their respective parents, subsidiaries, affiliates, predecessors, successors, assigns, agents, employees, officers, and directors, and (2) any Merchant that honors your Card; and (B) the terms "you" and "your" mean (1) the company or person(s) who applies for and accepts the Card or Cards issued on your Account, and (2) any person claiming through you, such as a guarantor, employee or authorized user. The term "Claims" is to be given its broadest possible meaning, and includes pre-existing, present, and future Claims, and Claims regarding the enforceability or scope of this Arbitration Provision. A party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in that lawsuit by any other party.

IF EITHER YOU OR WE ELECT ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE IN COURT THE CLAIM BEING ARBITRATED, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE JAMS RULES. IN ADDITION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER IN ANY CLASS ACTION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR SIMILAR ACTION RELATING TO ANY CLAIM SUBJECT TO ARBITRATION. YOU WILL NOT BE PERMITTED TO JOIN OR CONSOLIDATE YOUR CLAIMS WITH THOSE OF ANY OTHER PERSON. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS AVAILABLE TO YOU IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. YOU EXPRESSLY WAIVE YOUR RIGHT TO A JURY TRIAL FOR ALL CLAIMS BEING ARBITRATED.

You can obtain the JAMS Rules and forms by calling JAMS at (949) 224-1810, by visiting JAMS's website at www.jamsadr.com or by writing to JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614. Any arbitration hearing, if one is held, will be held in the federal judicial district where you live. The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. The arbitrator will not have the power to conduct any proceeding as a class action, representative action, private attorney general action, or similar action. The arbitrator will have the power to decide only your and our Claims against each other, and will not have the power to join other parties or consolidate other Claims with the Claims between you and us; provided, however, that joint applicants or cardholders of the same Account may be joined in a single proceeding.

This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and will be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 et seq., as amended, notwithstanding any choice-of-law provision in the Agreement. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law. At the request of either party prior to entry of an award, the arbitrator will provide a written explanation of the basis for the award. Judgment upon any arbitration award may be entered and enforced, including without limitation by



garnishment, attachment, foreclosure or other post-judgment remedies, in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of court review provided by the FAA or state law, if applicable.

This Arbitration Provision will survive payment or transfer of the Account or the termination of this Agreement or the relationship between you and us, or the bankruptcy of either you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Arbitration Provision. However, if the provision precluding the arbitrator from having the power to conduct any proceeding as a class action, representative action, private attorney general action, or similar action is deemed invalid or unenforceable, then this entire Arbitration Provision shall be deemed unenforceable. If a conflict or inconsistency arises between the JAMS Rules and this Arbitration Provision, this Arbitration Provision will control.

Important Pricing Information.

Valero Fleet Services Interest Charge and Fee Schedule

State	State Code	APR	Monthly Periodic Rate	Late Payment Fee	Returned Payment Fee
North Dakota	ND	5.5%	0.46	\$15	\$25
Connecticut*, Maryland, Washington*, West Virginia	CT, MD, WA, WV	12%	1.00	\$10	None
New Jersey	NJ	16%	1.33	None	None
Arkansas	AR	17%	1.42	None	\$25
Texas	TX	18%	1.50	5% (up to \$49)	\$30
Florida	FL	18%	1.50	5% (up to \$49)	\$25
Hawaii*	HI	18%	1.50	\$39	\$25
Louisiana, Massachusetts, Michigan*, Minnesota, Nebraska, North Carolina, South Carolina	LA, MA, MI, MN, NE, NC, SC	18%	1.50	\$10	None
Tennessee	TN	21%	1.75	\$39	\$25
Vermont*	VT	21%	1.75	\$25	\$25
Georgia*, Indiana	GA, IN	21%	1.75	\$15	\$20
Kentucky, Mississippi, Wyoming	KY, MS, WY	21%	1.75	\$10	\$15
Kansas, New Mexico*	KS, NM	24%	2.00	\$39	\$30
Alabama*, Alaska*, Arizona, Delaware, Nevada, New Hampshire*, Oregon*, Pennsylvania*, South Dakota*	AL, AK, AZ, DE, NV, NH, OR, PA, SD	24%	2.00	\$39	\$25
New York	NY	24%	2.00	\$39	\$20
California, Iowa*	CA, IA	24%	2.00	\$15	\$25
District of Columbia, Idaho, Illinois, Maine, Missouri, Montana, Ohio, Rhode Island, Utah, Virginia*, Wisconsin	DC, ID, IL, ME, MO, MT, OH, RI, UT, VA, WI	24%	2.00	\$10	None
Colorado	CO	24%	2.00	None	\$20
Oklahoma	OK	24%	2.00	None	None
* indicates <i>adjusted balance</i> method. All others are calculated using the <i>average daily balance</i> method.					



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