



Kayfore Holdings Ltd. o/a  
 Kings Energy Group  
 Box 11159, 5310 52 Street  
 Lloydminster, AB  
 T9V 3B5

### APPLICATION FOR CREDIT

**PLEASE RETURN TO KINGS ENERGY GROUP. DO NOT SEND TO HUSKY.**

NAME (IF INCORPORATED OR PARTNERSHIP, GIVE FULL REGISTERED NAME)				<input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> PROPRIETORSHIP
BUSINESS ADDRESS				
CITY	PROVINCE	POSTAL CODE	TELEPHONE	
EMAIL ADDRESS:				FAX:
DO YOU OWN OR RENT?	IF OWN, INDICATE MORTGAGE COMPANY		IF RENT, INDICATE LANDLORD	
TYPE OF BUSINESS	YEARS OPERATING WITH THIS NAME	IF LESS THAN 1 YEAR PROVIDE PREVIOUS BUSINESS NAME		
PRIMARY CONTACT		PRIMARY CONTACT EMAIL ADDRESS (IF OTHER THAN ABOVE)		
<b>Present Supplier</b>				
Company	SUPPLIER ADDRESS		TELEPHONE	ACCOUNT NUMBER
<b>Financial Information</b>				
BANK NAME	BRANCH ADDRESS		TELEPHONE	ACCOUNT NUMBER
<b>CREDIT REFERENCES</b>				
NAME	ADDRESS	TELEPHONE	FAX NUMBER	ACCOUNT #
NAME	ADDRESS	TELEPHONE	FAX NUMBER	ACCOUNT #
NAME	ADDRESS	TELEPHONE	FAX NUMBER	ACCOUNT #
<b>APPLICABLE TAX EXEMPTIONS</b>				
TAX EXEMPTIONS			TAX EXEMPTION NUMBER	
<b>ESTIMATED MONTHLY PURCHASED</b>				
NORMAL			PEAK	

This application for credit with Kayfore Holdings Ltd. o/a Kings Energy Group is being made by the entity that first appears above. If that is a corporation, this application is also being made jointly and severally by each of its directors and shareholders. In the event that the said entity is a partnership, this application is also being made jointly and severally by each of its partners. Where the application is being made jointly and severally, each applicant must sign below. By signing this application, each applicant agrees to be bound by the terms and conditions attached hereto. Personal information may be required to approve credit for you. Each of the applicants authorizes Kayfore Holdings Ltd. o/a Kings Energy Group to obtain personal credit reports and other credit information on each of them, and consents to the collection, use and disclosure of the information by Kayfore Holdings Ltd. o/a Kings Energy Group to assess the financial status, creditworthiness of each of the applicants and each of the applicant's ability to satisfy the obligations that each applicant has or may have to Kayfore Holdings Ltd. o/a Kings Energy Group.



Kayfore Holdings Ltd. o/a  
 Kings Energy Group  
 Box 11159, 5310 52 Street  
 Lloydminster, AB  
 T9V 3B5

DATE OF APPLICATION: \_\_\_\_\_

SIGNATURE ON BEHALF OF THE ENTITY THAT FIRST APPEARS ABOVE: \_\_\_\_\_

To be completed by each director if the entity that first appears above is a corporation.

NAME	POSITION	S.I.N	ADDRESS
SIGNATURE			DATE (YYYY-MM-DD)
NAME	POSITION	S.I.N	ADDRESS
SIGNATURE			DATE (YYYY-MM-DD)
NAME	POSITION	S.I.N	ADDRESS
SIGNATURE			DATE (YYYY-MM-DD)
NAME	POSITION	S.I.N	ADDRESS
SIGNATURE			DATE (YYYY-MM-DD)

To be completed by each partner if the entity that first appears above is a partnership.

NAME	POSITION	S.I.N	ADDRESS
SIGNATURE			DATE (YYYY-MM-DD)
NAME	POSITION	S.I.N	ADDRESS
SIGNATURE			DATE (YYYY-MM-DD)
NAME	POSITION	S.I.N	ADDRESS
SIGNATURE			DATE (YYYY-MM-DD)
NAME	POSITION	S.I.N	ADDRESS
SIGNATURE			DATE (YYYY-MM-DD)

**TERMS AND CONDITIONS**

1. Notice of acceptance of this application to the said entity that first appears above shall be deemed to be notice to each applicant.
2. Unless otherwise agreed in writing, all invoices are due and payable in full within 30 days from the date of the statement upon which they first appear.
3. Unless otherwise agreed in writing, any overdue invoice will be subject to interest from the date of the invoice at the rate of 2% per month (26.82% per annum).
4. As security for the granting of credit, each applicant charges in favour of Kayfore Holdings Ltd. o/a Kings Energy Group a security interest in all of that applicant's present and after acquired personal and real property, including that applicant's motor vehicles described in this application.
5. Each applicant waives receipt of any financing statement registered by Kayfore Holdings Ltd. o/a Kings Energy Group and any confirmation of registration.
6. In the event that any applicant defaults in the terms of credit being granted herein, each applicant agrees to be liable to Kayfore Holdings Ltd. o/a Kings Energy Group for any costs it may incur with respect to the same, including legal costs on a solicitor and his own client basis.
7. Each applicant consents to Kayfore Holdings Ltd. o/a Kings Energy Group conducting name searches on that applicant under the Land Titles Act.
8. Each applicant acknowledges receiving a copy of this application.



**This agreement contains the terms and conditions governing the use of card(s) (the "Card") issued by Kayfore Holdings Ltd. operating as Kings Energy Group ("Kings"), having an address at Box 11159, 5310, 52 St, Lloydminster, AB, T9V 3B5, for the purpose of .**

**Covenant Agreement**

In consideration of the Seller allocating to Customer authorization card(s), issued by the Seller, for the Seller's fuel dispensing system (hereinafter called the "Seller's Facility") for the purpose of supplying the Customer's requirement of diesel fuel, gasoline and such other products as agreed by the Seller and the Customer (hereafter collectively called "Product"), the parties hereto covenant and agree as follows:

1. The term of this Agreement will be from date of signing and thereafter from year to year unless terminated by notice as hereinafter provided. Either party may terminate this Agreement at any time on thirty (30) days written notice to the other party.
2. The Customer agrees that all cards are the property of the Seller and must be returned to the Seller on the termination of this Agreement, or upon demand in the event of a breach by the Customer of any provision of this Agreement.
3. The price for Product delivered through the Seller's Facility shall be the Seller's established price (which may or may not be posted) to the Customer's class of trade generally at the time of delivery. The Seller shall bill the Customer in accordance with the volume of consumption recorded on the transaction recording equipment allocated to the Customer. Payment shall be made by the Customer on receipt of the Seller's invoice, or in accordance with such credit terms as may be provided to the Customer by the Seller from time to time. If the Customer defaults in payment, the Seller may terminate Product supply to Customer.
4. The Terms and Conditions and the Safety and Operating Rules set forth on the reverse hereof are hereby incorporated as part of this Agreement.
5. For the purpose of this agreement, the use of the Card by the Customer is conclusive proof of the Customer's acceptance of the terms and conditions contained herein.

## TERMS AND CONDITIONS

1. Prices paid by the Customer shall be the Seller's established price in force at time and place of purchase. Prices for Product obtained by the Customer pursuant to this Agreement shall be subject to increase or decrease by an amount equal to any increase or decrease in the Seller's posted prices in effect at time and place of delivery, and shall be subject to any applicable taxes.
2. The Customer agrees that the Product will be consumed in the conduct of its business and is not intended for resale.
3. Title to and assumption of all risks for the Product shall pass to the Customer when Product leaves the nozzle of the fuel dispensing hose.
4. The Seller may at any time in its sole discretion decline to supply Product under this Agreement except for cash.
5. The Customer shall pay the Seller for Product which passes through the pumps and meters, with the volume consumption recorded on Customer's Receipt Printer and the transaction recording equipment.
6. The Customer agrees that it and its agents and employees will use the Seller's Facility entirely at their own risk. The Customer, on behalf of itself and its agents and employees, voluntarily assumes all risk of loss, whether by way of injury or death, or by way of property damage, or otherwise, as a consequence of the use of the facility.
7. The Customer hereby agrees to indemnify and save harmless the Seller of, from and against any and all loss, costs, expenses, damages, claims, actions and causes of action arising out of or resulting from the use of the Seller's facility by the Customer, its agents and employees.
8. The rights and obligations of the Seller shall be temporarily suspended for the time and to the extent that performance is prevented or restricted by acts of God or the Queen's enemies, strikes, riots, fires, floods, laws, regulations or any order or interference by duly constituted authority, disruption or breakdown of production or transportation facilities, restriction of imports, rationing, allocation, prohibition or restriction of petroleum products (whether imposed by law or regulation or by voluntary industry co-operation). In such event the Seller shall make proper and timely efforts to remedy such hindering cause or causes, and normal operations shall be resumed at the earliest date consistent with good business practice. The Seller may during any period of shortage of petroleum products, for whatever reason, prorate its supply of Product among itself, for its own use and that of its customers, in such manner as the Seller in its sole discretion deems reasonable and practicable. The Seller shall not under any circumstances be liable to the Customer for any direct or consequential damages resulting in any way from the interruption of the Customer's use of the Seller's Facility.
9. The Customer acknowledges and agrees that the security of the card(s) and maintaining the confidentiality of the PIN number assigned to a card are the exclusive responsibility of the Customer. Notwithstanding any other provision of this or any other agreement between the Customer and the Seller, the Customer agrees to be financially responsible for all Product recorded by the Seller's metering equipment designated to the Customer from the use of a card assigned to the Customer, including unauthorized use arising from loss or theft of a card, until the Seller receives written notice of the loss or theft of such card or cards. Such notice to be submitted by fax at (780) 875-1135 or by email to [cardadmin@kingsenergygroup.com](mailto:cardadmin@kingsenergygroup.com). The Cardholder shall only be responsible for all sales recorded or registered with the Card for the first 24 hours following the time that Kings receives notice of loss or theft of the Card.
10. The Customer agrees that it will not permit any person except the Customer's authorized agents or employees to have access to the Seller's Facility.
11. The Customer agrees to use the Seller's Facility only for the fuelling of vehicles where authorized in accordance with applicable legislation and regulations.
12. This Agreement is not transferable or assignable by the Customer and shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The obligations of the Customers, if more than one, shall be joint and several regardless of whether invoices or statements are issued in the name of one or all Customers listed on this agreement. If additional Customers are added to the account under separate agreement, the obligations of all Customers utilizing the account under all agreements shall be joint and several.
13. Except as otherwise herein provided, all notices hereunder shall be deemed properly given if in writing and delivered personally or sent by registered mail to the parties at their respective addresses as shown herein. A notice sent by registered mail shall be deemed received five (5) business days after mailing. Either party may change its address by notice given as aforesaid.
14. The Customer agrees to comply, and have its agents and employees agree to comply with all applicable laws, governmental rules and regulations in purchasing and accepting delivery of Product at the Seller's facility. Without limiting the generality of the foregoing, the Customer, its agents, and employees agree to ensure that all persons authorized by it to use the safety and operating rules set out below.

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## SAFETY AND OPERATING RULES

1. Turn off engine and all auxiliaries
2. Park vehicle with brake on and "in gear" or "park" as applicable
3. No smoking when refueling
4. Insert Card - start pump as directed
5. Remove nozzle from pump
6. Insert nozzle in truck and refuel
7. Do not leave nozzle unattended when refueling
8. When refueling completed, replace nozzle in pump
9. Turn off pump
10. Follow pump shut down procedures as posted
11. Pick up receipt if required
12. Start vehicle and move away from pump
13. If vehicle will not start, do not "boost" within 100 feet (30 metres) of pump
14. If there is an emergency at the pump follow the emergency response guidelines posted at the Seller's facility





## Cardlock Card Requirements

Date: \_\_\_\_\_ Mail Out  Pick Up

Account Name: \_\_\_\_\_

Contact Name and Phone #: \_\_\_\_\_

Number of cards required: \_\_\_\_\_

### Unit Numbers

Unit numbers can be assigned to each card in our system. If you desire unit numbers please indicate below:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_

\*\*If you require additional unit numbers, please attach a separate list.

### PIN Numbers

All cards are PIN protected.

You can customize your **four digit PIN** numbers, or we can provide you with pre-assigned ones. If you would like to specify your PIN numbers, please indicate below:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_

\*\*Note: PIN numbers CANNOT begin with zero.

### Prompts

Unit Number  Yes  No

Odometer  Yes  No

### Products

Diesel  Dyed\*  AB

Gasoline  Dyed\*  SK

Varsol  DEF

\* Provincial Regulations Apply. User must have valid permit

How did you hear about us:  Drove By  Friends/Family

Media / Advertising  Other \_\_\_\_\_



**PRE-AUTHORIZED DEBIT (PAD) PLAN  
PAYOR AUTHORIZATION**

TO KINGS ENERGY GROUP(the "PAYEE")  
Box 11159, 5310 - 52 St, Lloydminster, AB T9V 3B5  
fax :(780)875-1135 email: credit@kingsenergygroup.com

**To Direct Debit an Account with**  
Business Entity Accountholder \_\_\_\_\_ (the "PAYOR")  
(Account Holder - Full Legal Name)

\_\_\_\_\_  
(Business Name - Exact Name In Which Business Entity Account is Held )

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

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(Province)

\_\_\_\_\_  
(Postal Code)

\_\_\_\_\_  
Contact Name for Payment advise Email  
notification

Financial Institution: \_\_\_\_\_ (the "PAYOR'S BANK")  
(Name)

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

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(Province)

\_\_\_\_\_  
(Postal Code)

\_\_\_\_\_  
(Account No.)

\_\_\_\_\_  
(Branch No.)

\_\_\_\_\_  
(Institution No.)

The undersigned PAYOR authorizes the PAYEE to debit the above account at the above indicated branch of the PAYOR'S BANK, in payment of **(check all that apply):**

- Variable Purchases of Lubricants or TBA
- Variable Purchase made on a Husky Route Commander or Commercial Credit Card.
- Variable Purchases of Fuel and Related Product

Under the terms and conditions agreed to between the PAYOR and the PAYEE:

Debits may be drawn on the above account at any time and for any amount, until this Authorization is effectively cancelled, revoked or terminated.

The PAYOR’S BANK is not required to verify that any debits drawn by the PAYEE are in accordance with this Authorization or the agreement made between the PAYOR and the PAYEE.

It is acknowledged that in order to revoke this Authorization the undersigned PAYOR must provide written notice to the PAYEE. This Authorization may be cancelled at any time upon written notice by the PAYOR to the PAYEE. This Authorization applies only to a method of payment and cancellation of this Authorization by the PAYOR shall not cancel or have any other effect on the underlying agreement made between the PAYOR and the PAYEE. A sample cancellation form, and further cancellation information can be found at [www.cdnpay.ca](http://www.cdnpay.ca).

The PAYOR will notify the PAYEE promptly in writing if there is any change in the above account information or if the Authorization is to be terminated.

Subject to review, a \$25.00 fee may be charged for each returned or stopped payment.

**It is acknowledged that with respect to variable amount debits to the above account the PAYOR agrees to the waiver of the 10-day pre-notification period.**

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).

The PAYOR acknowledges that delivery of this Authorization to the PAYEE constitutes delivery by the PAYOR to the PAYOR’S BANK, and any delivery to the PAYEE constitutes delivery by the PAYOR. It is warranted by the undersigned that all persons whose signatures are required to sign on the above account have signed this Authorization. Receipt is acknowledged by the undersigned PAYOR or a signed copy of this Authorization.

The PAYOR consents to the collection, use and disclosure by PAYEE of personal information provided by the PAYOR for the purpose of administering the pre-authorized debit plan in accordance with this Authorization.

\_\_\_\_\_  
*PAYOR Accountholder - Name*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Authorized Signature*

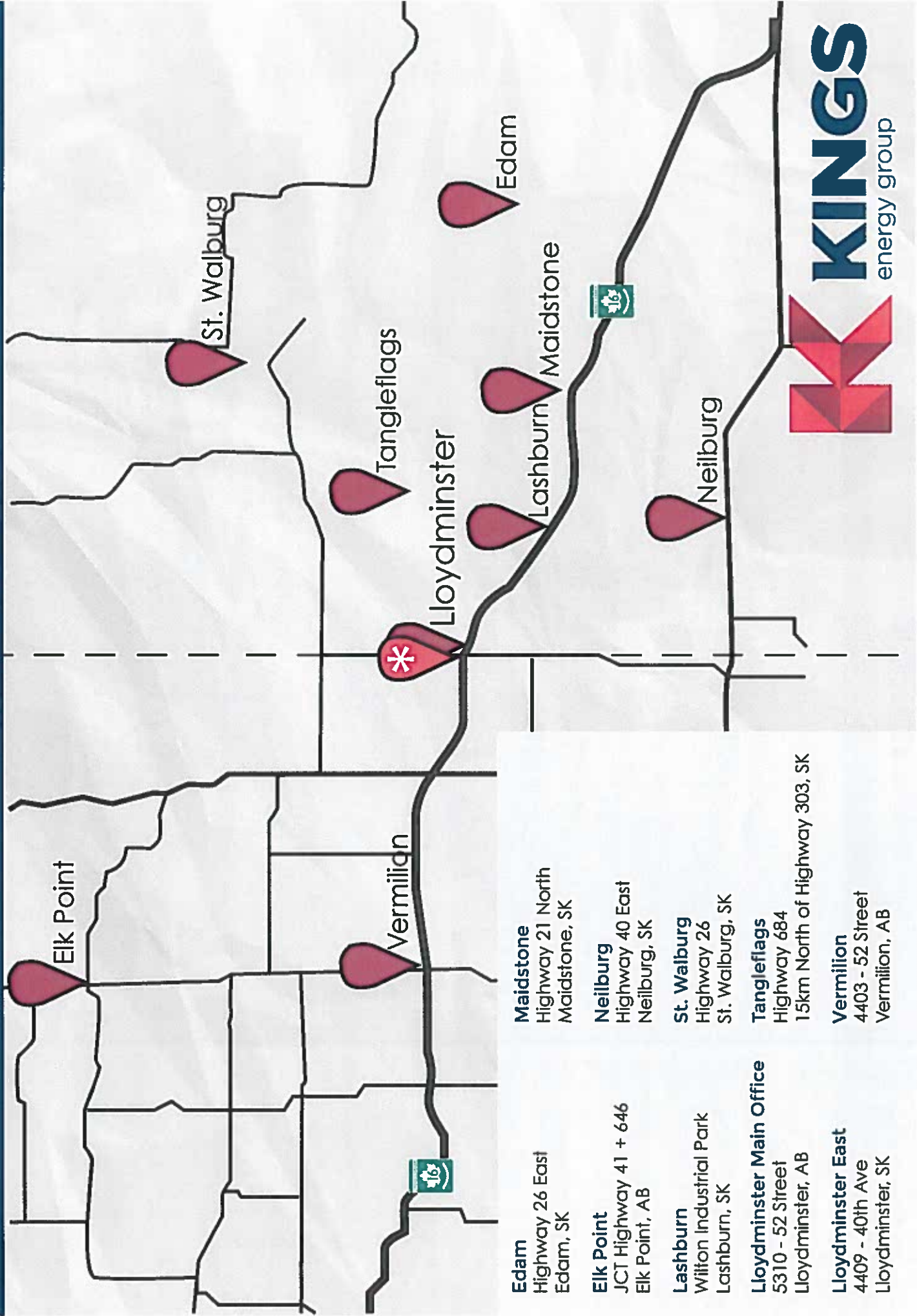
\_\_\_\_\_  
*Name and Title*

\_\_\_\_\_  
*Name and Title*

**Please attach a “blank”, “void” cheque drawn on the above account.**



KINGS CLIENTS ALSO GAIN ACCESS TO HUSKY NATIONAL CARDLOCKS. FUELING YOUR BUSINESS - ACROSS CANADA.



**KINGS**  
energy group