

CREDIT SALE CONTRACT
AUTOMATIC BILL PAYMENT AGREEMENT FOR HAWAII PETROLEUM INC.
FUEL PURCHASES

Eligibility/Discounts. The discount gasoline and diesel purchase program through Hawaii Petroleum, Inc. ("HPI") dba

Hawaii Fueling Network (HFN) is available to I.E.G. Federal Credit Union members who have a credit union share draft account. Members of the Credit Union will receive a discount from HPI on gasoline and diesel fuels of twelve and one half cents (12.5 cents) per gallon below HFN's daily established Hilo price (not off the retail price) at all designated HFN Hilo locations and at a discount of twenty cents (20 cents) per gallon below HFN's daily established West Hawaii price (not off the retail price) at all designated HFN West Hawaii locations. Discounts may be offered at other HFN locations outside of Hilo and West Hawaii as those sites are established. Current daily established prices and locations may be obtained at the HFN facility at 16 Railroad Avenue # 202, Hilo, Hawaii and 74-5558 B Kaiwi Street, Kona Hawaii or by calling 808-935-6641.

Definitions. As used in this contract the term "you" and "your" refers to the Member who signs this agreement below or any users authorized by you.

Upon approval of this application by HFN you agree that the use of the HFN access card shall be subject to the following terms and conditions:

1. **Card/PIN.** HFN will issue you a plastic discount gasoline card and a Personal Identification Number (PIN) to access the pumps at designated HFN facilities. There is no charge to you for this card, or issuance of a PIN.
2. **Receipts.** You are responsible for retaining any receipts you receive when purchasing gasoline and/or diesel from designated HFN facilities. Your receipt will provide you with information on your purchase.
3. **Responsibility.** You agree to pay for all transactions completed by you or by any authorized or unauthorized person using your card(s) including those who may have stolen your card, except as restricted by law. Business users specifically agree that they will be responsible for all charges on the card(s) including charges by those persons who may have stolen the card(s).
4. **Authorization.** You authorize HPI to automatically deduct your gasoline and/or diesel purchases from designated HFN facilities at least once a month from your credit union account. The deduction will occur on/or about the twenty-fifth of each month.
5. **Account**
 - a. **Automatic Deductions.** HFN purchases will be automatically deducted from your share draft account at the credit union. You understand it is your responsibility to maintain a sufficient balance in your account to pay the automatic deduction associated with this program. You will be responsible to pay any fees and charges incurred if your account does not have a sufficient balance. If you request other persons (members) to receive a card under your account at HFN, you understand that their purchases will be deducted from your account.
 - b. **Account Termination.** In the event that your credit union account is closed or terminated, you will still be responsible for paying HFN for any unpaid purchases. You will have 30 days from the date of invoice (statement) to pay any balances due to HFN in full.
6. **Cancellation.** HPI reserve the right to cancel this authorization and agreement at any time. However, you will still be responsible for paying HPI for any unpaid purchases. You will also be responsible for paying any fees or charges HPI incurs to collect what you owe HFN.
7. **Periodic Statements.** HFN will furnish you with a detailed periodic statement of your purchases at least once a month.
8. **ANNUAL PERCENTAGE RATE. YOU AGREE THAT ANY AMOUNT NOT PAID WITHIN 30 DAYS FROM DATE OF INVOICE (STATEMENT) SHALL BE CONSIDERED PAST DUE AND YOU AGREE TO PAY A FINANCE CHARGE AT THE RATE OF ONE AND ONE-HALF PERCENT (1.5%) PER MONTH RETROACTIVE TO DATE OF INVOICE. THE ANNUAL PERCENTAGE RATE OF THE FINANCE CHARGE IS 18 PERCENT (18%) PER ANNUM.**
9. **Overdue Accounts.** Accounts with balances over 15 days past due will be suspended until all amounts are paid in full, and accounts with less than six months of payment history will be suspended permanently. Accounts with balances over 30 days past due will be suspended permanently.
10. **Bounced Check Fee.** You will be assessed a \$25.00 handling fee on all returned checks.
11. **Attorney's fees and costs of collection.** If any sums due to HPI are not paid in accordance with the terms and conditions set forth above, and the account is turned over to an attorney or collection agency or if suit is brought thereon, you and the guarantors promise and agree to pay all costs and fees incurred by HFN including, but not limited to, attorney's fees, collection agency costs and fees, whether or not suit is filed to the maximum allowed by law.
12. **Protection of Your PIN.** You agree to keep your personal identification (PIN) separate from the card(s) so that if the card(s) is lost or stolen the PIN will not be available to an unauthorized user. In the event that a card is lost or stolen, notify HFN immediately at (808) 935-6641. Your failure to comply with this paragraph may result in you being responsible for all unauthorized charges.
13. **Credit/Information.** All information you have stated on this application is correct. You hereby authorize HPI to obtain any such information, as HPI deems appropriate, regarding your representations in this application. You also authorize HPI to check your credit and employment history, to obtain a credit report, and to inquire with others about their credit experiences with you.
14. **Termination.** Your authorization and agreement will remain in effect until HPI has received written notification from you of the termination of this authorization and agreement. HPI will also have a reasonable amount of time to act on your request. You understand that you are still responsible to pay for any unpaid purchases made to your account
15. **Guarantee.** For value received, the guarantors jointly and severally do hereby unconditionally guarantee payment of all sums required to be made hereunder. If you fail to make any payment due to HPI pursuant to the above terms and conditions the guarantors

hereby agree to pay the unpaid outstanding principal balance plus interest and all costs accrued on demand. The guarantors understand and agree that this is a continuing, unconditional personal guaranty and it shall obligate the guarantors to pay all future charges made by the below signing Member. This continuing, unconditional, personal guaranty shall be binding upon the guarantor's respective heirs, personal representatives, successors and assigns and it shall inure to the benefit of HPI and their successors and assigns.

NOTICE TO THE BUYER

DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT. WHEN YOU SIGN THIS CONTRACT, YOU ARE ENTITLED TO A COPY OF IT THAT IS FILLED IN, IN EVERY NECESSARY RESPECT. YOU SHOULD KEEP IT. THIS CONTRACT IS COVERED BY HAWAII'S CREDIT SALE LAW, AND YOU THE RIGHTS OF A BUYER UNDER THAT LAW. YOU ALSO MAY HAVE RIGHTS UNDER OTHER STATE AND FEDERAL LAWS

CREDIT SALE CONTRACT

Date _____
Member's signature _____ Member's signature _____

By signing above you agree to all of the terms and conditions contained in this authorization and agreement.

Name (Print) _____

Account Number _____ Checking ___ Savings ___

Mailing Address _____

Social Security ___ - ___ - ___ Social Security. ___ - ___ - ___

Telephone Business _____ Residence: _____

Please (print clearly) list names of family members you wish to receive a discount gasoline card.

If the above signing Credit Union Member is a corporation, limited liability company, or limited partnership the following Personal Guarantee must be filled out and executed by a corporate officer, limited liability company member, or partner acceptable to HPI.

PERSONAL GUARANTY

For the value received, we _____ and _____, jointly and severally do hereby unconditionally guarantee payment of all sums required to be made hereunder by the above signing Member. If the Member fails to make any payment due to HPI pursuant to its terms and conditions. I (we) hereby agree to pay the unpaid outstanding principal balance plus interest and all costs accrued on demand. I (we) understand and agree that this is a continuing, unconditional personal guaranty and it shall obligate me (us) to pay all future charges made by the above signing Member. This continuing, unconditional, personal guaranty shall be binding upon my (our) respective heirs, personal representatives, successors and assigns and it shall insure to the benefit of HPI and their successors and assigns.

Guarantor Name (Print) _____ Guarantor Name (Print) _____

Guarantor's Signature _____ Date _____ Guarantor's Signature _____ Date _____

Witness Signature _____ Date _____

Witness Name (Print)

FOR OFFICE USE ONLY:
APPROVED BY: _____ DATE: _____
HAWAII PETROLUEM, INC.
Hawaii Petroleum, Inc. has no obligation to provide an HFN access card to Customer until Hawaii Petroleum, Inc. approves and accepts this application. Hawaii Petroleum, Inc. reserves the right to reject any and all applications for an access card.

5-12-03