



United Energy Plus Terminals, LLC  
501 Trestle Place, Downingtown, PA 19335  
Tel: 610-968-1695 Fax: 610-968-1697

## **New Rack Customer Application Packet**

Dear Prospective Customer:

Thank you again for your interest in purchasing petroleum products from United Energy Plus Terminals, LLC.

As discussed, enclosed is a New Rack Customer Application Packet for your review and completion. Our primary goal is to supply your heating oil, diesel fuel, biodiesel, gasoline and kerosene needs. In addition, we offer an array of comprehensive energy products, with real-time market knowledge and a dedicated team of experienced energy professionals.

To serve you in a timely manner, we ask that you complete and return the following necessary forms for our review and consideration for approval to establish your account:

- Credit Application
- General Terms and Conditions
- Authorization for Pre-Authorized (Debit) Payment
- Customer Contact Information Form
- List of Customer's Authorized Carriers
- Certificate of Liability Insurance (sample form included)
- Tax Exemption Authorization Form (including copies of all licenses)
- IRS Form W-9 (sample form included)
- Most Recent Financial Statements

Please forward the completed forms to:

United Energy Plus Terminals, LLC  
Attn: Wholesale Marketing Team  
501 Trestle Place  
Downingtown, PA 19335  
Phone: (610) 968-1695  
Email: [UEPTwholesalemarketing@unitedeplus.com](mailto:UEPTwholesalemarketing@unitedeplus.com)

Please contact us if you have any questions. We look forward to meeting your petroleum supply needs.

Sincerely,  
**The Wholesale Marketing Team**



United Energy Plus Terminals, LLC  
 501 Trestle Place, Downingtown, PA 19335  
 Tel: 610-968-1695 Fax: 610-968-1697

**CREDIT APPLICATION**

**Confidential**

LEGAL NAME:		FED ID #:	
BILL TO: (NAME)			
PHYSICAL STREET ADDRESS:		MAILING ADDRESS: (IF DIFFERENT)	
CITY, STATE, ZIP:		CITY, STATE, ZIP:	
TYPE OF BUSINESS: <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> LLC	YEARS IN BUSINESS: _____	MINORITY BUSINESS: <input type="checkbox"/> YES <input type="checkbox"/> NO	COMPANY WEBSITE:
ACCOUNTS PAYABLE MANAGER:	PHONE #:	FAX #:	EMAIL:
ESTIMATED CREDIT LINE REQUIRED: (ALL CREDIT LINES REQUIRE FINANCIAL STATEMENTS)			DUNS #:

**BANK REFERENCE**

BANK NAME:	ACCOUNT #:	CONTACT PERSON AT BANK:	
STREET ADDRESS:	CITY, STATE:	ZIP:	PHONE #:
			FAX #:

**PETROLEUM SUPPLIER TRADE REFERENCES**

COMPANY NAME:	ACCOUNT #:	CONTACT PERSON AT REFERENCE:	
STREET ADDRESS:	CITY, STATE:	ZIP:	PHONE #:
			FAX #:
COMPANY NAME:	ACCOUNT #:	CONTACT PERSON AT REFERENCE:	
STREET ADDRESS:	CITY, STATE:	ZIP:	PHONE #:
			FAX #:

COMPANY OFFICERS: PRESIDENT:	VICE PRESIDENT:	CFO:
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The undersigned being authorized and acting on behalf of the entity identified above:

1. Hereby authorizes United Energy Plus Terminals, LLC ("UEPT") to make such inquiries as UEPT considers to be necessary to obtain credit information and authorizes our bank(s) of record to release credit information regarding our account(s).
2. Hereby represents and warrants that all information (including any financial statements) now or hereafter supplied by or on behalf of the entity identified above to UEPT is true and correct and does not omit any information whose omission would cause the information supplied to be materially misleading or incomplete.
3. Hereby agrees the entity identified above shall make any purchases from UEPT solely in accordance with procedures established in Contract(s) with UEPT. All such purchases shall be subject to acceptance by UEPT and shall be governed solely by the terms and conditions of said Contract(s).

Signature: \_\_\_\_\_ Title: (Duly Authorized) \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**UNITED ENERGY PLUS TERMINALS, LLC**  
**GENERAL TERMS AND CONDITIONS FOR SALES OF PETROLEUM OR RELATED PRODUCTS**

These General Terms and Conditions (the "Agreement") supersede all previous agreements and representations relating to United Energy Plus Terminals, LLC ("UEPT," "we" or "our") sale of petroleum or related products (the "Product" or "Products") to you ("Customer" or "you") and constitute our mutual final and complete agreement in connection therewith. Any other representation, promise or condition shall not be binding unless set forth in writing signed by both parties.

Our obligation to sell Product is expressly conditioned on you (a) returning to us a signed copy of this Agreement, (b) completing a credit application and providing such credit information or support as we may require, and (c) authorizing us to present debits against your designated bank account for payment of Product purchases by executing and delivering an Authorization for Pre-Authorized (Debit) Payments ("Authorization"). We reserve the right at any time to modify, suspend or withdraw any terms, conditions or credit without advance notice to you.

All posted terminal rack prices are offered to purchase only. All prices are subject to change without notice at any time prior to the sale and/or delivery of the Products. Taxes. Customer shall assume and be responsible for, to the maximum extent permitted by law, all federal, state and municipal taxes, excises, charges and other fees now or hereafter imposed by any governmental agency or authority that may be applicable to the sale and/or delivery of the Products.

Title; Risk of Loss. Title to and risk of loss shall transfer from us to you at the Delivery Point. For purposes of this Agreement, "Delivery Point" means the flange connection of the delivery equipment's delivery line into your or your carrier's receiving tank, truck, barge/vessel, railcar or equipment. If delivery method is into or via Pipeline, title to and risk of loss shall transfer from us to you as Product passes into the pipeline or from the pipeline. If delivery method is via book or stock transfer, title to and risk of loss shall transfer from us to you on the effective date of said book or stock transfer. If delivery method is via pump-over, title to and risk of loss shall transfer from us to you when and as Product leaves from our delivery tank en route to your receiving tank. We warrant that we have the right to convey and transfer good and merchantable title to all Products we sell and deliver to you, free and clear of all liens, encumbrances and claims.

Warranties; DISCLAIMER and; Limitation of Remedies. We warrant that Products sold to you meet their specifications at the time of sale and/or delivery. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS, OR SUITABILITY FOR ANY PARTICULAR PURPOSE. In the event of a nonconformity, correction of the nonconformity, refund of the price for Product returned or not yet delivered, replacement of Product, or a commercially reasonable allowance against the price, at our option, constitutes fulfillment of all our liabilities, whether the liabilities are based on contract, negligence or otherwise. WE SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Credit. You shall at our request deliver such financial statements and related information as we may reasonably request to confirm and validate your creditworthiness. Upon receipt of a completed credit application and the requested documents, we will promptly review the materials received and make a determination as to whether you are eligible to purchase Product and upon what conditions. If your financial responsibility should at any time become impaired (including but not limited to insolvency, bankruptcy or receivership proceedings), unsatisfactory or unacceptable as determined by us in our sole discretion, or if sales would or could exceed then approved credit lines, then we shall have the right to demand additional collateral security or advance cash payment. To secure your obligations hereunder, you hereby grant us a present and continuing first priority security interest in, and lien on (and right of setoff against), and assignment of, all cash collateral and cash equivalent collateral and any proceeds resulting therefrom, whether now or hereafter held by us, on our behalf of, or for our benefit of, and you agree to take such action as we may reasonably require to perfect our security interest in such collateral. Any time after the occurrence of an event of default by you, we may exercise any of the rights and remedies of a secured party with respect to any collateral subject to a security interest.

We understand that much of the credit information we may request is of a sensitive and confidential nature. We will use this information solely to evaluate your eligibility to purchase Product and receive a line of credit and will hold and protect any information provided in strict confidence and will not use it for any other purpose or disclose it to any persons or entities other than our employees, agents, affiliates, insurance carriers and representatives to use it solely for these permitted purposes.

Invoicing; Payment. Unless otherwise required by us or you and mutually agreed upon, payment for all purchases are due and payable within 10 days after date of invoice, which we will direct to the contact provided by you on the enclosed Customer Contact Information Form; provided, that we are authorized to present bank debits for payment of each purchase. Any amounts not paid when due will accrue interest at the prevailing prime rate plus two percent (2%) from the date due until paid in full. Payment is made via Automated Clearing House ("ACH") debits, unless otherwise agreed to by the parties. Invoices will be e-mailed or faxed to you. Prior to the scheduled ACH debit date, you will receive a notification via fax or e-mail informing that your account will be drafted on the specified date for a specified amount. If the ACH debit date occurs on a weekend or holiday, the ACH debit will take place the next banking day.

You agree to execute the Authorization to allow UEPT to originate debits to your bank account at frequent intervals for varying amounts. It is acknowledged and accepted that UEPT may debit your bank account within 10 days or less of your incurring an obligation to UEPT. Funds will be debited from your bank account listed on the Authorization for receipt to the Depository bank account of UEPT.

The right to review any invoice before a debit is effected to your bank account is hereby relinquished. In the event a debit is shown to have been made erroneously, UEPT agrees to correct such error promptly via ACH credit.

This Authorization shall remain in full force and effect until UEPT has received written notification from you of its termination in such time and manner as to afford UEPT a reasonable opportunity to act on such written notification. If there is a change to your bank account or bank name, that change should be communicated to UEPT in writing and this Authorization shall remain in effect. Customer represents and warrants that the signatory on the Authorization is authorized to bind you to the Authorization as a signer on the bank account and that all information provided on the Authorization is accurate.

If an ACH debit is returned by your bank, your credit line will be temporarily suspended until the matter has been resolved. You will be required to wire transfer the amount of any debit that was not honored by your bank within one banking day of the returned debit. If suspended, your credit line may be

re-instated at UEPT's sole discretion and only after all currently due and past due invoices have been paid in full.

If at any point in time after invoicing, you exceed your established credit line then UEPT, in its sole discretion, may ACH debit your bank account for the overage. An employee of UEPT will attempt to contact you to discuss the matter and the amount to be scheduled for payment. The ACH debit for the overage may still occur regardless of any other scheduled debits that may reduce the exceeded amount above the established credit line.

**Default.** Occurrence of any of the following shall constitute your default: (a) your failure to make any payment then due and payable within three days after written demand; (b) any representation or warranty made by you herein or by your Guarantor under Guaranty is false or misleading in any material respect; (c) your failure to perform any material covenant or obligation owed to UEPT; (d) you or your Guarantor become bankrupt or insolvent; (e) you fail at any time to satisfy UEPT's credit and security requirements; (f) you fail to provide or maintain (or cause to be provided or maintained) in effect any performance assurance in accordance with the requirements of this Agreement, (g) your consolidation or amalgamation with, or merger with or into, or transfer of substantially all your assets to, another entity which fails or refuses to assume in writing all your obligations, unless assumption is otherwise deemed automatic by operation of law; or (h) your guarantor (if applicable) defaults with respect to any credit support obligation owed to UEPT.

Upon your default, we may declare you in material breach of your obligations, foreclose against any collateral security in our possession or for which we hold a security interest, suspend sales and/ or deliveries, demand that you post performance assurances, and/or seek such other relief to which we may be entitled at law or in equity.

#### Customer Insurance Requirements.

Certificate Holder & Named Additional Insured: United Energy Plus Terminals, LLC  
501 Trestle Place  
Downingtown, PA 19335  
Attn: Contract Administration  
Phone: 610-968-1695  
Fax: 610-968-1697

**Coverage Requirements:** At all times during the term of this Agreement, Customer and any carrier authorized by Customer to receive Product from UEPT, shall carry and maintain, and require its carriers, contractors and subcontractors ("Customer's Authorized Representatives") to carry and maintain, in force with insurance companies having an A.M. Best Insurance Rating of 'A-' or better and financial strength category of VIII or higher, the minimum insurance coverages, hereinafter referred to as the "Required Coverages," as set forth below. The Commercial General Liability coverage required of Customer shall be written on an occurrence basis and all required coverages shall be in full force and effect:

(a) Statutory Workers' Compensation in accordance with applicable laws and regulations of the state(s) where the operations are to be performed and Employers' Liability Insurance, with a limit of not less than \$1,000,000 per occurrence.

(b) Commercial General Liability Insurance, including contractual liability, third-party personal injury liability, and sudden and accidental pollution, with minimum limits of \$2,000,000 general aggregate for bodily injury and property damage. The pollution coverage shall include pollution conditions which result in bodily injury, property damage, defense costs or clean-up costs. Any Carriers utilized by Customer shall provide coverage under their general liability policy for mis-delivery/ wrongful delivery of Product.

(c) Automobile Liability Insurance covering all owned, non-owned, hired or borrowed vehicles used in connection with this Agreement, with a minimum \$2,000,000 combined single limit per occurrence bodily injury and property damage. Any Carriers utilized by Customer shall provide pollution liability coverage for transportation, loading, unloading, upset and overturn exposures and shall comply with the Motor Carrier Act of 1980 or any other applicable federal or state laws.

(d) Umbrella or Excess Liability coverage in the amount of \$3,000,000 aggregate, excess of insurance required in (a) Employers Liability provision, (b), and (c) above.

(e) Upon request by UEPT, Customer shall furnish certificates of insurance as confirmation that the requirements herein are satisfied. Customer shall require Customer's Authorized Representatives or any party that will access the terminals on its behalf, to provide certificates of insurance outlining its insurance policies and said certificates shall provide that insurance companies will endeavor to give 30 calendar days' prior written notice to UEPT of any cancellation or non-renewal. All policies of insurance (except worker's compensation) must name UEPT as an additional insured, indicate that Customer's insurance is primary, provide for a waiver of rights of subrogation against UEPT and include a cross liability clause. Any deficiencies in coverage or policy limits of Customer's Authorized Representatives shall be the responsibility of the Customer.

(f) Nothing contained in this section shall limit or waive Customer's legal or contractual responsibilities to UEPT or others.

(g) Customer shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to its performance hereunder and shall obtain any insurance, permits, licenses, or other authorities necessary therefore. Customer and its Authorized Representatives will comply with all safety and security rules and policies issued by terminal owner and furnished to Carrier and or its Authorized Representatives or posted at the terminal. Such rules and policies may be changed by terminal owner at any time. Customer covenants that anyone whom it provides with terminal access under this Agreement will comply with the terms of this section.

**Indemnity.** You shall protect, indemnify, hold harmless, and (at our option) defend us, our shareholders, directors, officers, employees, agents, affiliates, invitees, partners and the assigns and successors in interest of any of them (collectively, "Indemnitees") from all claims, demands, expenses (including attorneys' fees), costs, losses, damages, fines and causes of action (collectively, "Claims") arising from, caused by, or resulting from in whole or in part (a) Products sold hereunder after risk of loss passes to you; or (b) caused by, arising from, or related to the actual or alleged acts or omissions of Customer, its subcontractors, agents, or employees, including without limitation movement of vehicles to and from any facilities, as well as any joint negligence or fault of the Indemnitees, whether or not such actions or omissions occur jointly or concurrently; provided, however, that Customer's obligations hereunder shall not apply to Claims conclusively determined by a court of competent jurisdiction to be the result of the sole negligence of an Indemnitee.

Customer's defense, hold harmless and indemnity obligations shall also extend to injuries sustained by Customer's employees and shall not be limited by any applicable workers' compensation law or similar statute, the application of which are waived.

Customer's obligation to defend shall be triggered by any claim where one or more of the allegations may create a duty to indemnify under this Agreement. UEPT shall retain the right to select counsel of its own choosing even where the defense is provided by Customer. UEPT may take any actions necessary to repair damages or treat injuries caused by Customer, using its own employees or contractors, and bill Customer therefore, including without limitation any clean-up costs, fines or penalties which might be assessed in the event of an actual or alleged discharge or release of hazardous substances at, near or away from a facility.

To the extent that state and/or federal law limits the terms and conditions of this clause, it shall be deemed so limited to comply with such law. This clause shall survive termination of this Agreement.

Customer PIN(s)/CARD(s) Requirements.

A PIN number will be issued for your use when you are lifting Product under UEPT's account(s) at the terminal(s). By accepting such PIN number, you agree to pay for all Product taken by any usage of such PIN number whether or not authorized by you and whether or not such usage is before or after notice of any cancellation of such PIN number is delivered to UEPT.

You must provide UEPT with the name of each carrier to whom a PIN number is being issued. You understand that any carrier, including your own carrier, to whom a PIN number is issued, must obtain separate approval from UEPT before being allowed to use the terminal. This approval may be rescinded by UEPT at any time at its discretion and a PIN number will be cancelled immediately upon termination of this Agreement.

If a carrier is no longer utilized by Customer, Customer must notify UEPT immediately. Verbal notification is acceptable as long as it is immediately followed up with written confirmation of such change in carrier. UEPT will exercise reasonable efforts to prevent any further use of a PIN number after notice is received but UEPT assumes no liability for failure to prevent such usage.

UEPT may revoke a PIN number referred to in this Agreement at any time and modify the terms and conditions under which it may be used at any time.

In compliance with Title 49, Code of Federal Regulations (CFR), Section 172.602, the undersigned Customer agrees to comply therewith and assure that the provisions thereof will be carried out by it and its agents. Customer will be responsible to ensure that a Department of Transportation Emergency Response Guidebook or equivalent emergency response information, conforming to the requirements of said Title 49, will be carried onboard all vehicles which are used to transport hazardous materials.

Choice of Law; Jury Waiver; Jurisdiction; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of law. EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING HERETO. Any legal action or proceeding with respect to this Agreement and any action for enforcement of any judgment in respect thereof shall be brought in the courts of the State of New York, County of New York or the United States District Court for the Southern District of New York located in New York County, and, by execution and delivery of this Agreement, the Parties each hereby accept for themselves, generally and unconditionally, the jurisdiction of the aforesaid courts and appellate courts from any thereof.

In the event a lawsuit or court action arises between the parties hereunder, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

Miscellaneous. Nothing herein constitutes or implies a joint venture, partnership, association or imposes or implies any fiduciary or similar duty between the parties. No third party is intended to be benefitted by this Agreement. This Agreement may not be amended or modified except in a written document signed by both parties. Neither party may assign this Agreement or any rights hereunder without the written consent of the other party. Any attempted assignment in violation of the foregoing is void. No waiver by us of any breach by you of any obligation owed to us shall be construed as a waiver of any other breach of the same or different kind. Unless a party expressly objects to a recording at the beginning of a telephone conversation, each party consents per 18 Pa.C.S.A. § 5704(4) to the creation of a tape or electronic recording of all telephone conversations between the parties, and that any such recordings will be retained in confidence, secured from improper access, and may be submitted in evidence in any proceeding or action relating hereto. Each party waives any further notice of such monitoring or recording, and agrees to notify its officers and employees of such monitoring or recording and obtain any necessary consent of such officers and employees. To the extent a provision hereof is ruled unclear or unenforceable by a court of law or regulatory authority having jurisdiction over the parties, the provision shall be modified if possible or severed such that the remaining provisions hereof remain in effect and the parties' obligations hereunder are enforced.

The undersigned hereby certifies that it has read, understands, and agrees to accept these General Terms and Conditions.

CUSTOMER: \_\_\_\_\_

United Energy Plus Terminals, LLC:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



United Energy Plus Terminals, LLC

501 Trestle Place, Downingtown, PA 19335

Tel: 610-968-1695 Fax: 610-968-1697

**AUTHORIZATION FOR PRE-AUTHORIZED (DEBIT) PAYMENTS**

\_\_\_\_\_ (“Customer”), located at \_\_\_\_\_

\_\_\_\_\_, hereby authorizes United Energy Plus Terminals, LLC (“UEPT”) to initiate debit entries to its bank account number, at the depository named below (“Depository”), which in turn shall debit the same to such account. These debit entries must be in the form of an electronic debit.

**DEPOSITORY:**

Institution Name:	
Branch (if applicable):	
Street Address:	
City/State/Zip:	
Account Number:	
ABA Routing Number:	

This Authorization for Pre-Authorization (Debit) Payments (“Authorization”) allows UEPT to originate debits to Customer’s account at frequent intervals for varying amounts. It is acknowledged and accepted that UEPT may debit Customer’s account within ten (10) days or less of Customer incurring an obligation to UEPT. The electronic debits will be originated as Automated Clearing House (ACH) transactions using a corporate standard entry class code. Funds will be debited from the Customer’s account listed above for receipt to the Depository account of UEPT.

The right to review any invoice before a debit is effected to Customer’s account is hereby relinquished. In the event a debit is shown to have been made erroneously, UEPT agrees to correct such error promptly via ACH credit.

This Authorization is to remain in full force and effect until UEPT has received written notification from Customer of its termination in such time and manner as to afford UEPT a reasonable opportunity to act on such written notification. If there is a change to the bank account or bank name, that change should be communicated to UEPT in writing and this Authorization shall remain in effect.

Customer represents and warrants that the authorized signatory below is authorized to bind the Customer to this Authorization as a signer on the bank account and that all information provided on this Authorization is accurate.

Account Name:	
Authorized Signatory:	
Title:	
Date:	

**NOTE:** There may be a \$50 charge for any debit returned unpaid by your bank.

**ATTACH A SAMPLE VOIDED CHECK TO THIS FORM**



United Energy Plus Terminals, LLC  
501 Trestle Place, Downingtown, PA 19335  
Tel: 610-968-1695 Fax: 610-968-1697

**CUSTOMER CONTACT INFORMATION FORM**

**COMPANY NAME:** \_\_\_\_\_

**PHYSICAL ADDRESS:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**CONTACTS: PLEASE INCLUDE NAME AND EMAIL**

**RACK PURCHASING MANAGER:** \_\_\_\_\_

**DISPATCH CONTACT:** \_\_\_\_\_

**CREDIT CONTACT:** \_\_\_\_\_

**BILLING CONTACT:** \_\_\_\_\_

**PAYABLES CONTACT:** \_\_\_\_\_

**TAX CONTACT:** \_\_\_\_\_

**RACK PRICE TRANSMISSIONS:**

**E-MAIL:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_



United Energy Plus Terminals, LLC  
501 Trestle Place, Downingtown, PA 19335  
Tel: 610-968-1695 Fax: 610-968-1697

**CUSTOMER'S AUTHORIZED CARRIERS**

Please list all common carriers (FEIN & SCAC code required) that you wish to be authorized to load for your account. Include your own company trucks if applicable.

<u>Terminal Name</u>	<u>Carrier Name</u>	<u>FEIN</u>	<u>SCAC</u>	<u>State Destinations</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	_____	_____	_____	_____
13.	_____	_____	_____	_____
14.	_____	_____	_____	_____

For further discussion or clarification on the above, contact:

Name: (please print) \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS

CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CITY	
	PHONE (A/C) (Area Code)	
INSURED	ADDRESS	
	STATE	
	INSURER(S) AFFORDING COVERAGE	NAC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY POLICY ENDORSEMENTS.

TYPE OF INSURANCE	AGENCY (INSURER) (INSR. WVD)	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	COVERAGE	LIMITS
X GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED EQUIPMENT (See endorsement) MED EXP (Any one person) \$ PERSONAL & ADV. INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS COMPROP AGG \$2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG				
X AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COVERED SINGLE LIMIT (per accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$2,000,000	
	<input checked="" type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE				EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000

RETENTION

X WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE **D**

OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A  
 If yes describe under DESCRIPTION OF OPERATIONS below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule. If more space is required)

Certificate Holder is included as additional insured, except for Workers' Compensation, where required by contract. This insurance is primary over any existing insurance, provides a waiver of rights of subrogation against UEPT and shall include a cross liability provision. The insurer will provide 30 day written notice of cancellation to the certificate holder shown below. The above listed CGL policy provides contractual liability, misdelivery/wrongful delivery of product coverage and sudden and accidental pollution coverage, (which shall include conditions which result in bodily injury, property damage, defense costs or clean-up costs.)

CERTIFICATE HOLDER  United Energy Plus Terminals, LLC 501 Trestle Place Downingtown, PA 19335 Attn: Contract Administration	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



**United Energy Plus Terminals, LLC**  
 501 Trestle Place, Downingtown, PA 19335  
 Tel: 610-968-1695 Fax: 610-968-1697

**TAX EXEMPTION AUTHORIZATION FORM**

Please list all tax exemption numbers that apply to your company and ATTACH copies of the exemption certificates.

Federal Employer Identification Number: \_\_\_\_\_

Federal 637 Registration Number: \_\_\_\_\_

State License Numbers (fill in the blanks below):

<u>State License Type</u>	<u>D.C.</u>	<u>Delaware</u>	<u>Maryland</u>	<u>New Jersey</u>	<u>New York</u>	<u>Pennsylvania</u>	<u>Virginia</u>	<u>West Virginia</u>
Supplier	_____	_____	_____	_____	_____	_____	_____	_____
Gasoline/Motor Fuel Tax	_____	_____	_____	_____	_____	_____	_____	_____
Special Fuel Tax	_____	_____	_____	_____	_____	_____	_____	_____
Pre-Paid Sales Tax	_____	_____	_____	_____	_____	_____	_____	_____
Sales Tax	_____	_____	_____	_____	_____	_____	_____	_____
Gross Receipts Tax	_____	_____	_____	_____	_____	_____	_____	_____
Inspection Tax	_____	_____	_____	_____	_____	_____	_____	_____
Environmental Tax (UST)	_____	_____	_____	_____	_____	_____	_____	_____
Bulk Tax	_____	_____	_____	_____	_____	_____	_____	_____
County Tax - _____	_____	_____	_____	_____	_____	_____	_____	_____
City Tax - _____	_____	_____	_____	_____	_____	_____	_____	_____
Other - _____	_____	_____	_____	_____	_____	_____	_____	_____

I certify that all the above information is accurate and current:

<b>Signature:</b>	<b>Title:</b>	<b>Date:</b>
<b>Company:</b>	<b>Address:</b>	
<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Phone Number:</b>	<b>Fax Number:</b>	<b>Email Address:</b>

**PLEASE SEND COPIES OF ALL LICENSES THAT ARE APPLICABLE TO YOUR BUSINESS**

## Request for Taxpayer Identification Number and Certification

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									

OR

Employer identification number									

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*