





# Corporate Certificate of Authority (CCOA) for credit limits over \$50,000

Along with your Application, please attach a copy of the last three (3) years of audited financial statements. If the most recent annual financial statements are more than five (5) months old, please attach the most recent interim financial statements as well. Please ensure that this Application is completely filled out, signed and all requested documents are attached before submitting.

**Authorization and Execution:** By completing this Application, Company acknowledges and agrees that: (i) all information provided in this Application is true, complete and accurate and Company has the authority to provide such information and complete such Application; (ii) Company requests that U.S. Bank establish a Voyager Fleet Card Account in the name of Company and to issue Cards in accordance with the Agreement attached to this Application; (iii) U.S. Bank will review this Application and may, at its sole discretion, grant such request, but that U.S. Bank is under no obligation to approve such Application; (iv) Company shall be bound by the attached Agreement upon signing this Application; and (v) U.S. Bank is authorized to investigate, obtain, and exchange reports and information regarding this Application and any resulting Accounts with credit reporting agencies, and other parties with legitimate business needs for such reports or information. If this Application is approved, Company and U.S. Bank agree that the Agreement attached to this Application shall constitute the entire agreement between Company and U.S. Bank, and shall become effective on the Effective Date as referenced in the Agreement.

Company certifies to U.S. Bank that the person executing this Application is authorized by Company in accordance with its organization rules and applicable law to bind Company to the Agreement attached to this Application, including the authority to incur Debt in the name of the Company.

Company certifies that the signer's authorization to bind Company and incur Debt in the name of Company is evidenced by the following: (Please check one of the following boxes.)

- The Company is publicly traded and the signer is an officer as indicated on Company's Form 10-K filed with the SEC (no additional information needed unless requested).
- The signer is an officer of Company and is acting in his or her capacity as an agent of Company. Furthermore, the signer represents and warrants that he or she is duly authorized by an applicable Bylaw, Article or other Corporate Authority to enter into transactions of this nature. Company represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for Company to be duly bound by this Application and the attached Agreement (no additional information needed unless requested).

If one (1) of the above boxes cannot be checked, or if in the opinion of the U.S. Bank Corporate Payment Systems Risk Management Division further proof of authority is necessary, Company must provide a Corporate Certificate of Authority which complies with Company's Articles of Organization or Bylaws. Once completed, please check the box below and submit the original Corporate Certificate of Authority with this Application.

- Company has completed the U.S. Bank Corporate Certificate of Authority.

By signing below, each individual signing this Application in his or her capacity as an authorized signing officer of Company and not in his or her personal capacity, certifies and warrants that all action required by Company's organizational documents to authorize the signer(s) to act on behalf of Company in all actions taken under this Application and the attached Agreement have been taken, including but not limited to, (a) the authority to incur Debt on behalf of Company; (b) the empowerment in the name of and on behalf of Company to enter into all transactions contemplated in this Application and the attached Agreement; and (c) the signatures appearing on all supporting documents of authority are authentic. Company has read, understands and agrees to the Agreement attached to this Application and U.S. Bank is entitled to act in reliance upon the authorizations and certifications set forth in this Application.



## Must sign for any credit limit with Corporate Liability.

**In witness whereof,** Company has, by its duly authorized signer(s), executed this Application and agrees to the attached Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_ by:

\_\_\_\_\_  
Legal Name of Company ("Company")

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

↓ (Second Signature Only if Required By Company) ↓

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

### FOR VOYAGER USE ONLY

Date of OFAC: \_\_\_\_\_ Searched by: \_\_\_\_\_

TOA: \_\_\_\_\_ LOC: \_\_\_\_\_ RC: \_\_\_\_\_

### \*\*\*USA PATRIOT ACT STATEMENT

In order to comply with the requirements of the USA PATRIOT Act, U.S. Bank and Voyager may require Company, Participant(s), and/or Cardholder(s) to provide legal entity names, street addresses, taxpayer identification numbers and other information that will allow U.S. Bank and Voyager to identify each prior to establishing Accounts under or in connection with this Application. U.S. Bank and Voyager reserve the right to require that Company, Participant(s), and/or Cardholder(s) promptly provide to U.S. Bank and/or Voyager sufficient identification documents upon request in connection with USA PATRIOT Act compliance.

The Commercial Fleet Card Application Terms and Conditions (the "Agreement") is entered into, by and between U.S. Bank National Association ND ("U.S. Bank") and the entity that signed the Application as "Company" for the establishment of a Fleet Card Program. This Agreement supersedes any previous and like agreements with Company.

**1. EFFECTIVE DATE.** The terms and conditions of this Agreement shall not become effective until U.S. Bank has 1) approved the credit worthiness of Company and 2) approved this Application and Agreement. The "Effective Date" of this Agreement shall be the date signed by Company.

**2. SCOPE OF FLEET CARD PROGRAM.** The "Fleet Card Program" includes transaction processing, reporting and payment systems with respect to purchases of motor fuels and other products and services by commercial and government organization fleet vehicle operations. Upon approval, as indicated above, U.S. Bank will issue Cards and establish related Accounts for Company, and those of its subsidiaries or affiliates that Company may designate to U.S. Bank in writing while this Agreement is in effect and that U.S. Bank approves as participant(s) (known hereafter as "Participant" and "Participants"). Company shall furnish a list, in writing, to U.S. Bank designating such Participant(s) and business names, if business activities are conducted under a name other than Company's and Company shall have the right to exclude any Participant from the Fleet Card Program upon written notice to U.S. Bank. Company and/or authorized Participant shall designate employees to U.S. Bank that should receive cards ("Cardholders") and/or be issued Account numbers. Company shall be responsible for selecting personal identification number ("PIN(s)"), driver identification number ("Driver ID(s)") or vehicle identification number ("Vehicle ID(s)") pursuant to the Fleet Card Program. Unless U.S. Bank notifies Company to the contrary, or a Card has been terminated as provided herein, all Cards will be cancelled upon the expiration or termination of this Agreement. All Accounts established and Cards issued hereunder shall be used solely for business purposes and shall be governed by this Agreement. "Account" means any account established by Voyager pursuant to this Agreement in the name of Customer, its Participants and/or Cardholders, to which Debt is charged, regardless of whether or not a Card is issued.

**3. LIABILITY.** Company, and if applicable, Authorized Officer, shall be liable for all Debt incurred or arising by virtue of the use of a Card and/or Account of Company, Participant or any Cardholder. "Debt" means all amounts charged to an Account including without limitation all purchases, fees, Finance Charges, and other charges or amounts due that are owed to U.S. Bank by Company, its Authorized Officer(s), affiliates, Participants, and/or Cardholders.

**a. Corporate Liability.** Company is solely liable to U.S. Bank for all Debt. This liability structure applies to any PCL (as defined below) where Section 3 of the Application has been signed by an authorized signer of the Company.

**b. Joint and Several Liability.** Company and the Authorized Officer are jointly and severally liable to U.S. Bank for all Debt. This liability structure applies to any PCL (as defined below) of less than or equal to fifty thousand U.S. Dollars (\$50,000.00) where Section 2 of the Application has been signed by the Authorized Officer.

**4. BILLING PROCEDURE.** U.S. Bank will send to the Company a periodic billing statement (the "Statement"), which will itemize all charges for the billing period. The "New Balance" shown on the Statement shall be due and payable in U.S. Dollars upon Company's receipt of the Statement.

**5. FINANCE CHARGES.** A Finance Charge can be avoided if U.S. Bank receives payment of the New Balance on or before the "Due Date" shown on the Statement. If Company's New Balance is not paid in full, a Finance Charge will be computed using the Average Daily Balance ("ADB") method resulting in the "Balance Subject to Finance Charge". The "Periodic (monthly) Rate" is then applied against this amount to arrive at the "Finance Charge". To arrive at the ADB, U.S. Bank will take the beginning balance on Company's account each day, add debts and any new purchases (except in the states of IL, ME, MN, MS, MT and NM) from the date of posting (if the New Balance is not received), then subtract any payments or credits, returned check fees, and unpaid Finance Charges. The result will be the "Daily Balance". U.S. Bank will then add all the Daily Balances for the billing cycle and divide by the total number of days in the billing cycle. The result will be the "Average Daily Balance". The Finance Charge will be assessed at a Periodic (monthly) Rate for Company's state of mailing address as provided on the Finance Charge Rate Schedule.

**6. DISPUTED BILLINGS.** Disputes regarding charges or billings hereunder must be communicated in writing to Voyager at P.O. Box 790049, Houston, Texas 77279-0049. Communications should include the Company's and, if applicable, the Participant's name(s) and account number(s), the dollar amount of any dispute or suspected error and a description of the dispute or error. Any communication regarding a dispute or suspected error must be received in written form by Voyager within sixty (60) days after the Statement Date on the Statement on which the disputed or incorrect charge first appeared.

**7. LOST OR STOLEN CARD(S) OR COMPROMISED ACCOUNT(S).** Company shall immediately, upon receipt of such information, notify Voyager either: 1) by telephone at 800-987-6591; 2) in writing addressed to Voyager at P.O. Box 790049, Houston, TX 77279-0049; 3) via facsimile at 800-987-6592; or 4) by an agreed upon electronic means as to any lost or stolen Cards, PINs, Driver IDs, or Vehicle IDs. Company shall also immediately notify Voyager either: 1) by telephone at 800-987-6591; 2) in writing addressed to Voyager at P.O. Box 790049, Houston, TX 77279-0049; 3) via facsimile at 800-987-6592; or 4) by an agreed upon electronic means to cancel a PINs, Driver IDs, or Vehicle IDs. After notification has been made to Voyager to cancel such Card(s), PINs, Driver IDs or Vehicle IDs, use of such Card(s), PINs, Driver IDs or Vehicle IDs are expressly prohibited. Company and/or Cardholder are liable for the unauthorized use of the Card until Voyager receives notification of the lost or stolen Card or to cancel the PIN, Driver ID, or Vehicle ID. Neither Company, nor Cardholder shall be liable for any purchase, fees, finance charges or other charge incurred or arising by virtue of the use of a Card following receipt by Voyager of notice of such loss, theft or request to cancel a PINs, Vehicle IDs, or Driver IDs. If fewer than ten (10) Cards are issued to Company, liability will not exceed fifty U.S. Dollars (\$50.00) per Card once Voyager has been notified of the lost or stolen Card(s) and confirms that such transactions were, in fact, unauthorized. If ten (10) or more Cards are issued to Company, Company shall be liable for all unauthorized use as provided above, that is, until Voyager has been notified of the lost or stolen Card(s) and confirms that such transactions were, in fact, unauthorized; in such cases, liability is not limited to fifty U.S. Dollars (\$50.00) per Card. Company agrees to assist Voyager in determining the facts, circumstances and other pertinent information related to any loss, theft or possible unauthorized use of the Card(s) and to comply with such procedures as may be required by Voyager in connection with Voyager's investigation. Voyager is not responsible for controlling the use of any Card(s), other than as specifically provided herein.

**8. PRICING.** U.S. Bank reserves the right to change pricing upon thirty (30) days prior notice to Company. The following fees apply to this Agreement:

**a.** If any check for payment of an Account is returned unpaid, U.S. Bank may charge a returned check fee ("Return Check Fee") of the lesser of fifteen U.S. Dollars (\$15.00) or the maximum determined by law in your state of mailing address.

**b.** Finance Charge as provided in Section 5.

**c.** Foreign Currency Conversion Fee. U.S. Bank will charge a foreign currency conversion fee of two percent (2.0%) for transactions made outside the United States and the Statement will reflect the conversion into U.S. Dollars on transactions that have occurred in a different currency and an applicable exchange rate for such conversions. U.S. Bank reserves the right to raise this fee with sixty (60) days prior written notice to Company.

**d.** Account set up fees, Monthly Card fees, and/or Additional Reporting Fees, if any, are on Addendum A, attached hereto and incorporated herein by this reference.

Failure of U.S. Bank to apply any fee or charge outlined in this Agreement at any time does not prohibit U.S. Bank from ever applying such fee or charge.

**9. CONFIDENTIALITY.** U.S. Bank considers the Fleet Card Program to be a unique service involving proprietary information of U.S. Bank. Company agrees that the Fleet Card Program reports, manuals, documentation, systems, processes and related materials (whether or not in writing) are confidential and will be circulated only to employees of Company, and only to the extent necessary for Company to participate in the Fleet Card Program. U.S. Bank agrees that it will maintain all non-public data relative to Company's account(s) under the Fleet Card Program as confidential information and U.S. Bank agrees to use such data regarding Company exclusively for the providing of services to Company hereunder and not to release such information to any other party; provided, however, that U.S. Bank must disclose transaction information to merchants and third party processors. U.S. Bank may collect, maintain and, at its option, disseminate information and data concerning charge activity which does not contain any direct or indirect identification of Company. The parties agree to take all reasonable steps to safeguard such proprietary information and not to release such information to any person or party not essential to participation in the Fleet Card Program.

**10. TERM, TERMINATION AND SUSPENSION.**

**a.** This Agreement shall remain in full force and effect for an initial term of three (3) years from the Effective Date of this Agreement, and shall continue thereafter until terminated by Company, U.S. Bank or Voyager upon thirty (30) days prior written notice to the other party. The effective date of termination shall be stated in such written notice of termination. All Cards and related Accounts shall be deemed canceled effective upon termination of this Agreement.

**b.** Notwithstanding the foregoing, U.S. Bank shall have the right to terminate this Agreement immediately, by written notice of such termination to Company, upon any one (1) or more of the following events: (i) dissolution or liquidation of Company; (ii) insolvency of Company or the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors or Company enters into an arrangement with its creditors; (iii) any material and adverse change in the financial condition of Company; or (iv) any failure to perform a material obligation of this Agreement.

- c. Upon termination of this Agreement for any reason, Company shall ensure destruction of all Cards and return all confidential information of U.S. Bank to U.S. Bank. Company, and Authorized Officer if applicable, shall remain liable for all Debt incurred or arising by virtue of the use of a Card and/or Account prior to the termination date.
- d. U.S. Bank shall have the right to suspend any and all services and obligations to Company under this Agreement in the event that: (i) Company has breached any term of this Agreement; (ii) Debt due from Company, in aggregate, exceeds the ACL or PCL as these terms are defined in Section 15; or (iii) an Account becomes delinquent. An Account will become delinquent unless U.S. Bank receives the New Balance, less any disputed amounts, on or before the Due Date. Court costs plus reasonable attorney fees (as allowed by law) may be added to any delinquent balance referred to an attorney for collection.
- e. Rights, obligations or liabilities that arise prior to the suspension or termination of this Agreement shall survive the suspension or termination of this Agreement.

#### 11. INDEMNIFICATION.

- a. Except to the extent that any injury is due to Company's or a Participant's negligent acts or omissions, U.S. Bank shall indemnify and hold Company and Participants harmless against all losses, damages, costs, expenses and liability which may result in any way from any negligent or wrongful act or omission of U.S. Bank, its agents, employees and subcontractors. U.S. Bank shall indemnify and hold Company and Participants harmless against demands, claims, suits, or proceedings alleging infringement of any patent of the United States, or any trademark, service mark, copyright or other proprietary right arising out of or incident to this Agreement.
- b. Except to the extent that any injury is due to U.S. Bank's negligent acts or omissions, Company shall indemnify and hold U.S. Bank harmless against all losses, damages, costs, expenses and liability which may result in any way from any negligent or wrongful act or omission of Company, Participants, its agents, employees and subcontractors. Company and Participants shall indemnify and hold U.S. Bank harmless against demands, claims, suits, or proceedings alleging infringement of any patent of the United States, or any trademark, service mark, copyright or other proprietary right arising out of or incident to this Agreement.

#### 12. LIMITATION OF LIABILITY. IN NO EVENT SHALL COMPANY, PARTICIPANT(S), U.S. BANK, VOYAGER, OR ANY AFFILIATE OF U.S. BANK BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE.

**13. WARRANTIES.** Company warrants the truth, completeness and accuracy of the following in connection with this Agreement: (i) The financial information and all other information provided to U.S. Bank; (ii) This Agreement is a valid, binding and enforceable agreement; (iii) The execution of this Agreement and the performance of its obligations are within Company's power, has been authorized by all necessary action and does not constitute a breach of any agreement of Company with any party; (iv) Company has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations and requirements of governmental authorities as they relate to the use of the Card and/or participation in the Fleet Card Program; (v) the execution of this Agreement and the performance of its obligations under this Agreement will not cause a breach by it of any duty arising in law or equity; and (vi) Company possesses the financial capacity to perform all of its obligations under this Agreement. The parties agree that the failure of any of the above representations and warranties to be true during the term of this Agreement shall constitute a material breach of this Agreement and U.S. Bank will have the right, upon notice to Company, to immediately terminate this Agreement and all amounts outstanding hereunder shall be immediately due and payable. **U.S. Bank hereby disclaims any and all warranties with respect to goods and services purchased with its Cards and/or Accounts, including, without limitation, the implied warranty of merchantability or fitness for a particular purpose.** This warranty and damages disclaimer shall apply whether U.S. Bank acts as card issuer, arranger of third party credit, or otherwise.

**14. FINANCIAL INFORMATION.** Since this Agreement is for an extension of credit with a financial institution and not a vendor services agreement, Company shall provide information as requested by U.S. Bank to perform periodic credit reviews. Unless such information is publicly available or available through U.S. Bancorp (the parent company of U.S. Bank) or any of its subsidiaries, Company shall provide audited financial statements, prepared by Company's independent certified public accountant, as soon as available and in any event not later than one hundred twenty (120) days after the end of each fiscal year of company. In the event U.S. Bank requires additional information to conduct its review of company, Company agrees to provide to U.S. Bank such other information regarding the business, operations, affairs, and financial condition of Company as U.S. Bank may reasonably request. Such information may include, but is not limited to, quarterly financial statements, organizational charts, executive biographies and other formal documentation.

**15. AGGREGATE PRODUCT CREDIT LIMIT AND ACCOUNT CREDIT LIMITS.** Subject to credit approval by U.S. Bank, an account credit limit (an "ACL") for each Account and an aggregate product credit limit (the "PCL") for all Accounts shall be established by U.S. Bank pursuant to this Agreement.

- a. **Revising the PCL.** U.S. Bank, at its sole discretion, shall have the right to revise the PCL. U.S. Bank shall provide notice to Company of any decrease in the PCL which results in a revised PCL that is lower than the aggregate current amount outstanding on all Accounts. Upon such event, Company shall have ten (10) days to make a payment to U.S. Bank that is sufficient to reduce the aggregate current amount outstanding to an amount that is equal to or less than the revised PCL.
- b. **Revising ACLs.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL. (1) **Company Accounts.** U.S. Bank shall provide notice to Company of any decrease in an ACL which results in a revised ACL that is lower than the aggregate current amount outstanding on the Account. Upon such event, Company shall have ten (10) days to make a payment to U.S. Bank on the Account that is sufficient to reduce the aggregate current amount outstanding for such Account to an amount that is equal to or less than the revised ACL. (2) **Fraudulent Activity.** U.S. Bank may revise any ACL and/or limit spending activity on any Account for which fraudulent activity is suspected.

**16. CHANGE IN TERMS OF THE AGREEMENT.** U.S. Bank may change the terms of this Agreement at any time by giving Company notice. If permitted by applicable law, such changes will apply to existing Account balances as well as future purchases. If Company does not accept the changes, Company must notify U.S. Bank in writing within twenty-five (25) days after the date of the notice that Company refuses to accept the changes and elects to terminate this Agreement. Should Company elect to terminate this Agreement pursuant to this Section, all outstanding Debt shall become due and payable by Company to U.S. Bank and/or Voyager, according to the terms of the existing Agreement. Company will also be responsible for ensuring the destruction of all Cards.

**17. REGISTERED MARKS AND TRADEMARKS.** Company has no right, title or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark or trademark owned or licensed by U.S. Bank.

**18. NOTICES.** Except with respect to notices relating to the status of individual Cards which may be established in writing between U.S. Bank and Company or a Participant, all notices, requests and other communication provided for hereunder must be directed to Company at the address on the Application and to Voyager at P.O. Box 790049, Houston, TX, 77279-0049. Unless otherwise specified herein, requests and other communication provided for hereunder must be in writing, postage prepaid, hand delivered or by any means approved by U.S. Bank. Either party may, by written notice to the other, change its notification address.

**19. GOVERNING LAW.** The validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the State of North Dakota (without giving effect to the conflict of law principles thereof) and applicable federal laws.

#### 20. EMPLOYMENT OF AGENTS.

- a. U.S. Bank may, in its sole discretion, employ affiliates or subsidiaries of U.S. Bank as agents to perform part or all of its obligations under this Agreement at any time without the consent of Company; provided, however, that such action shall not affect its obligations to Company hereunder.
- b. U.S. Bank has partnered with the entity listed within the Instructions section of the Application. Company agrees that, for the purposes of this Agreement, that entity shall be deemed an agent of Company ("Agent"). As such, Company acknowledges that U.S. Bank may rely upon the information provided by the Agent to U.S. Bank and/or Voyager about Company, Participants and/or Cardholders and that U.S. Bank and/or Voyager may share information relative to this Agreement with the Agent.

**21. FLEET CONTACT.** The Fleet Contact listed on the Application is authorized to provide U.S. Bank and/or Voyager with the information necessary to establish the Account records and Cards, including, but not limited to, PINs, Vehicle IDs, Driver IDs, and related information. U.S. Bank and/or Voyager is/are authorized to send all Account information and Cards produced to the Fleet Contact's attention. Company may, at any time, by written notice to U.S. Bank, change its Fleet Contact or designate a different Fleet Contact than is listed on the Fleet Card Application.

**22. ASSIGNMENT.** This Agreement and any and all rights and obligations associated with the same may be assigned without prior notice to Company. All of U.S. Bank's rights under this Agreement shall also apply to any assignee of this Agreement. Company may not assign or transfer this Agreement or any rights or obligations hereunder, by merger, of law, or otherwise, without the prior written consent of U.S. Bank.

**23. CUSTOMER SERVICE.** Company may contact the GOGAS Universal customer service center Monday thru Friday 8:00 a.m. to 5:00 p.m. EST at 866-712-5802 for Fleet Program customer service. Company may contact Fleet Services customer service center 24/7 at 800-987-6589 for merchant authorization support.

**24. SEVERABILITY.** Should any provision of this Agreement be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. The parties shall use their best efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the intent of the parties.