



Holiday Smart Savings Credit Card CARD MEMBER AGREEMENT

This Card Member Agreement (this "Agreement") contains the terms and conditions which govern the use of your Holiday Smart Savings Credit Card and corresponding Account, and outlines your responsibilities and ours. Please review and save this important information.

ACCEPTANCE OF AGREEMENT. You do not have to sign this Agreement. You accept and agree to the terms of this Agreement when you (or anyone you authorize or permit to use the Card) accept, sign or use the Card or Account. Prior to its use, each Card must be signed by the person to whom it is issued. You agree to use your Card and your Account only for personal, family, and household purposes.

TERMS USED IN THIS AGREEMENT. As used in this Agreement, the word "Card" means any one or more Holiday Smart Savings Credit Cards issued to you or at your request for use by another. The word "Account" means your Holiday Smart Savings Credit Card Account, to which your purchases, applicable Interest Charges, payments and credits will be posted. The phrase "Credit Line" means the credit limit established for your Account, which is shown on the mailer accompanying your Card(s) and on future billing statements. The words "you" and "your" refer to each cardholder, and each person who applied for the Account, jointly and severally. The words "we," "our," "ours," and "us" mean Holiday Stationstores LLC, a Minnesota corporation and a Holiday-affiliated company, and our successors and assigns with respect to this Agreement and the Account. For all purposes of this Agreement, we determine your state of residence by the billing address shown on your billing statement.

PAYMENT TERMS AND YOUR LEGAL RESPONSIBILITY. You agree to pay us in United States dollars for all purchases plus applicable Interest Charges, if any, incurred by you or anyone you have authorized or permitted to use your Card(s). If your Account is a joint Account, each of you agrees to be liable individually and jointly for the entire amount owed on your Account. A monthly billing period, the last day of which is called the "Billing Date," has been established by us for your Account, based on the first letter of your last name at the time your Account is established, per the schedule below:

BILLING DATES			
LAST NAMES BEGINNING WITH	BILLING DATE (last day of billing period)	LAST NAMES BEGINNING WITH	BILLING DATE (last day of billing period)
A B	1 st	M N	18 th
C D	5 th	O P Q R	21 st
E F G	8 th	S	25 th
H I J	11 th	T U V W X Y Z	28 th
K L	15 th		

We will send you a billing statement each month. This statement will show the amount you owe us as of the Billing Date. This amount is called the "New Balance." The minimum payment you must make each month is the amount shown on your monthly billing statement as the "Minimum Due." The amount of the Minimum Due is determined in part by your New Balance, according to the following schedule:

IF YOUR NEW BALANCE IS:	YOUR MINIMUM DUE IS:
\$1 to \$20	The New Balance.
\$21 to \$100	\$20 plus any amount past due.
Over \$100	20% of the New Balance rounded to the next whole dollar, plus any amount past due, plus the amount (if any) by which the New Balance exceeds your Credit Line.

If you do not pay at least the Minimum Due on or before the Due Date shown on your billing statement, you will be in default. If you pay by mail, you must send your payment, together with the remittance portion of your monthly billing statement, to Holiday Credit Department, P.O. Box 860456, Minneapolis, Minnesota 55486-0456. Do not send cash. Your payment must be made by check or money order. Payments made in this way and received by us prior to 5:00 p.m. CT on any regular business day will be credited to your Account as of the date of receipt. (See our website, www.holidaystationstores.com/credit/creditcard.aspx, for information about other ways you can make your payment.) You agree that we may accept checks or money orders marked with a restrictive endorsement such as "Payment in Full" without losing any of our rights to payment of all amounts you owe under this Agreement.

Your payment will be used first to pay Interest Charges and then to pay for your purchases.

DEFAULT AND COLLECTION. If you do not make a required payment when due or you fail to comply with any of the terms of this Agreement we may, subject to applicable law, declare the entire balance of your Account due and payable at once without notice or demand. We may also do this if you have made false or misleading statements to us or if you die or

become the subject of bankruptcy or insolvency proceedings. If we begin legal proceedings to collect what you owe us, you must pay all legal costs including any attorney's fees that the court or arbitrator may allow.

INTEREST CHARGES. If the New Balance shown on your billing statement is not paid in full by payments and credits on or before the Due Date, we may assess an Interest Charge on the Average Daily Balance of your Account. An "Interest Charge" is the amount we add to your Account for allowing you to pay only part of your New Balance. We calculate the Interest Charge by applying a periodic rate to the Average Daily Balance. To calculate the Average Daily Balance, we take the beginning balance of your Account each day, add any new purchases (except that if your state of residence is Michigan, Minnesota, or Montana, we do not add new purchases) and subtract any payment or credits on that day. That gives us the daily balance of your Account. We add all the daily balances of your Account for each day of the billing period, and then divide that number by the number of days in the billing period. That gives us the Average Daily Balance for the billing period. To calculate the Interest Charge, we multiply the Average Daily Balance by the applicable periodic rate. The periodic rate we use is based on your state of residence. If you reside in a state that permits us to charge a minimum Interest Charge, and the Interest Charge we calculate is less than the Minimum Interest Charge shown below for your state, we will charge you the Minimum Interest Charge shown below. The periodic rates, corresponding APRs, and Minimum Interest Charges for each state are shown in the table below:

STATE OF RESIDENCE	PERIODIC RATE	ANNUAL PERCENTAGE RATE	MINIMUM INTEREST CHARGE
ALASKA	1.0	12	\$.50
IDAHO	1.5	18	\$.50
MICHIGAN	1.7	20.4	\$.70
MINNESOTA	1.5	18	\$.50
MONTANA	1.5	18	\$.50
NO. DAKOTA	1.5	18	NONE
SO. DAKOTA	1.66	20	\$.50
WASHINGTON	1.5	18	\$.50
WISCONSIN	1.5	18	\$.50
WYOMING	1.5	18	\$.50

Your Due Date is at least 23 days after your Billing Date. We will not charge you any Interest Charge on your Account if you pay your New Balance in full by the Due Date each month.

CREDIT LINE. You agree that at no time will you allow the outstanding balance of your Account to be greater than the Credit Line that we have set for you. We may, at our option, increase or decrease your Credit Line even though you may not have received an advance notice of this change. We may, at our discretion, allow purchases in excess of your Credit Line; however, we can require that you immediately pay us any amount that is in excess of your Credit Line. If we do not require you to pay the amount in excess of your Credit Line immediately, you are required to pay the excess as described in *Payment Terms and Your Legal Responsibility*, above.

LOSS OR THEFT OF CARD(S). You must notify us immediately if your Card(s) are lost, stolen or being used without your authorization. You can notify us by calling us at 800-745-7411 option 1, or by writing to Holiday Credit Department, PO Box 1216, Minneapolis, MN 55440. You will not be liable for unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before you notify us. In any case, your liability will not exceed \$50. If you have voluntarily given your Card(s) to someone or have allowed someone else to use your Card(s) for any reason, such actions will be considered authorized use and you will be held liable, to the extent allowed by law, for all charges made by such person(s).

CANCELLATION AND TERMINATION OF AUTHORIZED USE. You or any cardholder may cancel the Account by calling us at 800-745-7411 option 1, or by writing to Holiday Credit Department, PO Box 1216, Minneapolis, MN 55440. We have the right to suspend or cancel your privilege to use the Account at any time without advance notice to you, except as required by applicable law. If your Account is suspended or cancelled by you or us, you must still pay us the balance that you owe. All Cards are our property and you must return them to us when we ask for them. If you do not wish to remain liable for future purchases charged to your Account by an authorized or permitted user, you must notify us of this in writing at the address stated above, and recover, cut in half and return to us, any Card(s) in such person(s)' possession.

CREDIT REPORTING. You agree that we may release information to others such as credit reporting agencies and other creditors about our experience with your Account. If you do not fulfill the terms of this Account, we may submit a negative report reflecting on your credit record to one or more credit bureaus. If you believe we have reported inaccurate information about your Account to a credit bureau, you may notify us by sending your Account number and a description of the information you believe to be inaccurate to: Holiday Credit Department, PO Box 1216, Minneapolis, MN 55440. We may periodically re-investigate your creditworthiness by obtaining credit reports or by directly contacting others who have this type of information.

ARBITRATION. Please review this provision carefully. It provides that any dispute (subject only to the exceptions expressly stated below) may be resolved by binding arbitration. Arbitration replaces the right to go to court and the right to have a jury decide a dispute. Under this provision, your rights may be substantially limited in the event of a dispute. You may opt out of this Arbitration provision by following the instructions below.

By accepting this Agreement, unless you opt out by following the instructions below, you agree that either you or we, at our sole discretion, can choose to have any dispute arising out of or relating to this Agreement or our relationship resolved by binding arbitration. If arbitration is chosen by any party, neither you nor we will have the right to litigate that dispute in court or to have a jury trial on that dispute. Pre-arbitration discovery will be permitted only as allowed by the arbitration rules. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any dispute subject to arbitration. The arbitrator's decision will generally be final and binding. Other rights that you would have if you went to court may also not be available in arbitration. It is important that you read the entire Arbitration provision carefully before accepting the terms of this Agreement.

For purposes of this Arbitration provision, "dispute" shall be construed as broadly as possible, and shall include any claim, dispute or controversy (whether in contract, regulatory, tort or otherwise, whether pre-existing, present or future and including constitutional, statutory, common law, intentional tort and equitable claims) arising from or relating to this Agreement, the credit offered or provided to you, or the goods or services you purchase; the actions of yourself, us, or third parties or the validity of this Agreement or this Arbitration provision. It includes disputes brought as counterclaims, cross claims, or third party claims. A party that has brought a dispute in a court may elect to arbitrate any other dispute that may be raised in that litigation. Individual claims filed in a small claims court are not subject to arbitration, so long as the matter stays in small claims court. Also, claims filed to collect a debt from you are not subject to arbitration, so long as you do not assert a claim against us. If you assert a claim against us, we can choose to arbitrate, including actions to collect a debt from you. Disputes brought as part of a class action or other representative basis are subject to arbitration on an individual (non-class, non-representative) basis. **IF YOU DO NOT OPT OUT, THEN YOU WILL HAVE WAIVED YOUR RIGHT TO INDICATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT.** In this Arbitration provision, the words "we", "us" and "our" shall include Holiday Stationstores LLC, Holiday Stationstores, Inc., as well as their respective affiliates, subsidiaries, employees, agents and assigns.

Any arbitration under this Arbitration provision shall be administered by either JAMS or the American Arbitration Association ("AAA"), as decided by the party filing the claim, in accordance with this Arbitration provision and the applicable AAA arbitration rules in effect when the claim is filed (the "AAA Rules"). You can obtain copies of the AAA Rules at the AAA's website (www.adr.org) or by calling 800-788-7879. If there is a conflict between the AAA Rules and this Arbitration provision and/or this Agreement, this Arbitration provision and this Agreement will control. In the event that JAMS or the AAA is unable to handle the claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the Federal Arbitration Act (the "FAA")), pursuant to the AAA Rules. A single, neutral arbitrator will decide any disputes. The arbitrator must be either a retired or former judge or a lawyer with no less than 10 years' experience, selected in accordance with the AAA Rules. The arbitrator shall have no authority to hear any disputes on a class action or representative basis. Neither you nor we may consolidate or join the disputes of other persons who may have similar disputes into a single arbitration, other than the disputes of or against joint account holders. Any arbitration hearing that you attend will take place in the Federal judicial district where you reside.

The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege under applicable law, and will have the power to award to a party any damages or other relief provided under applicable law. Any party may choose to have a hearing, and may choose to be represented by counsel. The arbitrator will issue an award in writing and, upon request, will provide a written explanation for the award. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

The party initiating an arbitration must pay the applicable initial filing fee, although you can ask for a waiver of the filing fee and we will consider your request that we pay the filing fee on your behalf. We will pay any subsequent administration fees imposed by the arbitrator, and we will pay the arbitrator's fee for up to one day of hearings. All other fees will be allocated as provided by the arbitration administrator's rules and applicable law. If you prevail in arbitration, we will reimburse you any fees paid to the arbitrator. However, even if we prevail, we will not seek reimbursement from you of any fees we paid to the arbitrator unless the arbitrator determines that your dispute was brought in bad faith. Each party shall bear its own costs of attorneys, experts, and witness fees, regardless of which party prevails in the arbitration. However, if applicable substantive law gives you the right to seek reimbursement of attorneys' fees or other fees or costs, then that right shall also apply in the arbitration.

You have the right to opt out of this Arbitration provision, but you may only do so in the first 60 days after you open your account or you receive a copy of this Agreement (whichever is earlier). In order to opt out, you must write us at Holiday Credit Department, PO Box 1216, Minneapolis, MN 55440. You must inform us of your decision to opt out, and sign the notice.

This Arbitration provision shall survive repayment of your extension of credit and termination of your Account. This Arbitration provision is made in connection with interstate commerce, and shall be governed by the Federal Arbitration Act, 9 USC Sections 1 through 16. If any part of this Arbitration provision is determined to be void or unenforceable, then this entire Arbitration provision shall be considered null and void; however, it shall not affect the validity of the rest of this Agreement.

CHANGE OF TERMS. We may change the credit terms and conditions of this Agreement by giving you notice as required by law.

CHANGE OF ADDRESS. If you change your address, you must notify us of your new address within 15 days by calling us at 800-745-7411 option 1, or by writing to Holiday Credit Department, PO Box 1216, Minneapolis, MN 55440.

DELAY IN ENFORCEMENT. No waiver or delay in the enforcement of our rights under this Agreement will result in any loss of our rights or relieve you of any of your obligations. We may waive or delay enforcing a right as to one of you without waiving it as to the other. We may release one of you from responsibility under this Agreement without releasing the other. We need not give anyone notice of our waiver, delay or release. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

HOLIDAY SMART SAVINGS CREDIT CARD REBATES. You are eligible to receive rebates on purchases of fuel and certain merchandise you purchase in our stores, subject to the terms and conditions that apply from time to time. See www.holidaystationstores.com/SmartCard/RebateTerms.pdf for those terms and conditions. You agree that we may modify the terms and conditions at any time, or discontinue the Holiday Smart Savings Credit Card Rebates at any time, in each case without prior notice to you.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, contact us by telephone at 800-745-7411 option 1 or write to us at:
Holiday Credit Department
PO Box 1216
Minneapolis, Minnesota 55440

In your communication, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. If you can, include the relevant transaction date and reference number shown on your statement.

You must contact us within 60 days after the error appeared on your statement:

You must notify us of any potential errors in writing. You may call us, but if you do we are not necessarily required to investigate any potential errors and you may have to pay the amount in question.

WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER

When we receive your communication, we must do two things:

1. Within 30 days of receiving your communication, we must tell you that we received it. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your communication, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to the amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with the applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must contact us in writing within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASE

If you are dissatisfied with the goods or services that you have purchased with your credit card, contact us in writing at:

Holiday Credit Department
PO Box 1216
Minneapolis, Minnesota 55440

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and do not pay, we may report you as delinquent.