



EXHIBIT C
Request to add Designated Station

Marketer Name ("Company" Name on Contract with Clark):	
Designated Station Legal Business Name:	
Designated Station Name (DBA):	
Designated Station Federal Tax ID:	
Street Address:	Mailing Address (if different than Street Address):
Cross Streets:	County:
Phone Number of Station:	Fax Number of Station:
Current Brand:	Time Zone:
Current Gas/Diesel Volume (Last 12 Months):	
Planned Brand: Clark <input type="checkbox"/> Other <input type="checkbox"/>	Planned Conversion/Opening Date:
Nearest Clark Location: :	
Type of Operation: Company Operated <input type="checkbox"/> Dealer Operated <input type="checkbox"/>	
<u>Merchant Category Code</u>	
Service Station <input type="checkbox"/> Direct Sale of Fuel Oil <input type="checkbox"/> Wholesaler of Fuel Oil <input type="checkbox"/> QSR <input type="checkbox"/> Marina <input type="checkbox"/>	
Restaurant <input type="checkbox"/> Quick Lube/Oil Change <input type="checkbox"/> Other <input type="checkbox"/> please specify _____	
Avg. Daily Credit Card Volume:	
Has this location ever had a credit card security breach? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, Please explain _____	
Point of Sale (POS) Device (leave blank for Vx570 Rental):	
VeriFone Ruby <input type="checkbox"/> Ruby Sapphire <input type="checkbox"/> Gilbarco Passport <input type="checkbox"/>	
Wayne Nucleus <input type="checkbox"/> PetroSmart <input type="checkbox"/> Other <input type="checkbox"/> , please specify _____	
Does the location have a current help desk/software maintenance agreement with the POS vendor? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Number of Terminal IDs required? _____ (Terminal IDs = # of Master Terminals)	
<u>Equipment Request</u>	
VeriFone Vx570 Rental: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Number of PIN pads requested _____ (PIN Pads available for VeriFone Ruby, Ruby Sapphire, PetroSmart)	
Ship Equipment to:	
Corporate Office <input type="checkbox"/> Station <input type="checkbox"/> Other <input type="checkbox"/> , please specify _____	
Communication Method: Dial <input type="checkbox"/> Internet <input type="checkbox"/> Satellite <input type="checkbox"/>	
Sign up for Internet Processing or Satellite directly thru EchoSat by going to http://www.echosat.com/clarkbrands (Firewall is required for Internet Processing)	

Type of Dispensers (Gilbarco, Dresser Wayne, etc) _____

Dispensers installed after 1/1/09? Yes No

PIN Debit accepted at the dispenser? Yes No

If yes, do the pumps contain PCI Approved Encrypted PIN Pads (EPP)? Yes No

Address (Zip Code) Verification (AVS) Requested? Yes No

Outdoor Velocity Setting (# of allowed transactions each 24 hours) : Two (standard) One

If dispensers have been installed after 1/1/09 and the pumps do not contain PCI approved encrypted PIN pads (EPP), you must acknowledge the following statement:

I acknowledge that the dispenser PIN pads at this location are not PCI compliant. The location will not accept PIN debit at the CRINDs and will program the card readers to accept debit as credit only. Should the location reprogram the dispensers to accept PIN debit, and a breach occurs, Clark is not liable for any PCI related penalties or assessments.

Ownership Information (any owner with at least 20% ownership is required)

<u>Owner Legal Name</u>	<u>Home Address</u>	<u>SSN</u>	<u>Home Phone</u>	<u>Email</u>	<u>Birth Date</u>
1.					
2.					
3.					
4.					
5.					

Image Information: (For Locations Branding Clark)

Estimated Image Completion Date:					
Number of Canopies:		Size of Canopy:		Number of Dispensers:	
Sublicense Term					
Annual Contract Volume Requested (gallons):		Gas:		Diesel:	

Attach requested photographs of proposed locations:

- Front View of Complete Location
- Dispenser
- Side View of Location
- Interior Views (Optional)
- Identity Pole Design

Additional Documentation Required for All Requests

- Copy of Drivers License for each owner listed above
- Business License or Articles of Incorporation for the designated station

Marketer Name: _____

Signature: _____

Printed Name: _____

Date: _____

Title: _____

EXHIBIT G

FORM OF SUBLICENSE

SUBLICENSE

This SUBLICENSE (this "Sublicense") dated as of _____ is made by and between _____, a _____ corporation ("Sublicensor"), and _____, a _____, with a Federal Tax Identification Number (FEIN) of _____ ("Sublicensee").

RECITALS:

A. Sublicensor is the "Licensee" under that certain Brand License Agreement, dated as of _____, by and between Clark Brands, LLC, a Delaware limited liability company ("Clark"), (together with all addenda, amendments, exhibits and attachments thereto, the "Master License") with respect to certain intellectual property described therein.

B. Sublicensee desires to operate a retail service station located at _____ ("Sublicensee's Station").

C. Sublicensee desires to sublicense from Sublicensor certain of Clark's trademarks, trade names, service marks, trade dress and other identifying symbols or names (collectively, "Clark Intellectual Property") for use at Sublicensee's Station only, and Sublicensor desires to grant such sublicense to Sublicensee on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Sublicense. Sublicensor hereby sublicenses to Sublicensee the non-exclusive right to use only the Clark Intellectual Property identified on Exhibit A attached hereto only at Sublicensee's Station and solely in connection with the retail sale of motor fuels including, without limitation, motor gasoline and on and off road diesel fuel (the "Product(s)") meeting the quality standards of Clark. Sublicensor and Sublicensee intend that this Sublicense create a sublicense and not an assignment of any portion of Sublicensor's rights under the Master License. Sublicensee acknowledges and agrees that Sublicensee has no right to use any of the Clark Intellectual Property in any manner whatsoever other than as permitted under this Sublicense and as approved by Clark, in conformance with the standards set by and under the control of Clark. Sublicensee admits the validity of and agrees not to challenge the ownership of the Clark Intellectual Property. The goodwill associated with the use by Sublicensee of the Clark Intellectual

Property shall inure solely to the benefit of Clark. Sublicensee acknowledges and agrees that Clark has right to remove one or more of the trademarks, trade names, service marks, trade dress and other identifying symbols or names included in the Clark Intellectual Property in the manner provided in the Master License, after which Sublicensee shall have no further right to use such trademarks, trade names, service marks, trade dress and other identifying symbols.

2. Sublicensee's Obligations. At all times during the term of this Sublicense and at Sublicensee's sole cost and expense, Sublicensee shall conduct its business operations at Sublicensee's Station according to the minimum standards set forth below, which minimum standards are designed to promote the continuing good reputation of Clark and all other Clark-brand licensees and sublicensees.

(a) Sublicensee hereby agrees to prominently display the Clark Intellectual Property at Sublicensee's Station and further agrees to honor and accept any and all credit cards and payment methods approved by Clark at the Sublicensee's Station. All uses of the Clark Intellectual Property by Sublicensee shall conform to the standards set by Clark. Sublicensee shall promote or sell Products only under the Clark Intellectual Property during the term of this Agreement. Sublicensee is prohibited from using or displaying the marks of a Clark competitor on its premises during the term of this agreement with respect to fuel or gasoline.

(b) Sublicensee shall ensure that no adulteration, mislabeling or misbranding of any Product including petroleum products occurs at Sublicensee's Station, and that such Products meet the quality standards of Clark.

(c) Sublicensee shall comply with (and cause the Sublicensee's Station to comply with) all statutes, ordinances, regulations, judicial and administrative orders and other legal requirements of all Federal, State, municipal or other governmental authorities (collectively, "Laws").

(d) Sublicensee shall permit such inspection of Sublicensee's business operations by Clark, its employees, contractors, agents and representatives, as may reasonably be required by Clark.

(e) Sublicensee's Station must meet industry standards of service and cleanliness and the quality standards of Clark.

3. Sublicensee shall process all Payment Transactions at the Sublicensee's Station(s) exclusively through Clark to the extent the Clark credit card network has the capacity to process such transactions, which may use third-party processing companies to process such sales. Sublicensee shall insure that Payment Transactions be made only to duly authorized holders of a card or other payment

device issued by those companies designated by Clark (the "Credit Card Companies"), which card or device has not expired or otherwise become void at the time of sale.

4. Sublicensee shall cause credit card payments at the Sublicensee's Station(s) to be processed only and exclusively through network(s) and point of sale equipment approved by Clark to the extent the Clark credit card network has the capacity to process such payments. Credit card sales must be made in compliance with applicable law, as well as all rules and regulations of the Credit Card Companies and Clark's payment processing procedures.

5. Term. The term of this Agreement shall commence on _____, (the "Effective Date") and the term of this Agreement shall end on the earlier to occur of _____ and the date this Agreement is terminated, as provided herein, and shall be automatically renewed, unless earlier terminated as provided herein, and continue in force and effect for additional one year periods through each subsequent anniversary, unless either party gives at least one hundred twenty (120) days notice prior to the beginning of the next renewal term that such party is terminating this Agreement.

6. Termination. (a) Notwithstanding any other provision hereof (excepting Clark's assignment rights in paragraph 9 hereto), if the Master License shall be terminated for any reason prior to the end of the term hereof, either in its entirety or with respect to any service stations that include Sublicensee's Station, this Sublicense shall terminate effective concurrently with such termination of the Master License. In addition to any other rights of termination which Clark and/or Sublicensor may have hereunder or under any applicable Law, Clark and/or Sublicensor may, at its option and upon notice to Sublicensee (to the extent required by, and in accordance with, applicable Law), terminate this Sublicense if Sublicensee breaches any provisions of this Sublicense.

(b) In addition to any other rights of termination which Clark may have hereunder or under any applicable Law, upon the occurrence of any of the following events Clark and/or Sublicensor may, at its option and upon notice to Sublicensee (to the extent required by, and in accordance with, applicable Law), terminate this Agreement:

(i) if Sublicensee fails to cause removal of Clark's Intellectual Property from any Designated Station (A) that does not meet the minimum standards as set forth in this Agreement and/or (B) that is abandoned or unoccupied for a period of thirty (30) days or more;

(ii) if Sublicensee fails to comply with any applicable Laws and such failure (A) could reasonably be expected to have a material adverse effect on Sublicensor's and/or Clark's business or (B) in Clark's reasonable judgment, could have a material adverse effect on Clark and/or the Clark Intellectual Property;

(iii) if Sublicensee uses Clark Intellectual Property to identify a service station or retail outlet which is not a Designated Station;

(iv) if Sublicensee breaches any provision of this Agreement.

7. Discontinuance of Use of Clark Intellectual Property Upon Termination. Upon any termination of this Sublicense, Sublicensee shall cooperate with Sublicensor and Clark to promptly de-identify Sublicensee's Station as a "Clark" service station and discontinue any and all use of the Clark Intellectual Property at Sublicensee's Station, and follow the procedures and take the action specified by Clark at that time. If Sublicensee does not promptly de-identify Sublicensee's Station as provided herein, Sublicensor and/or Clark may take such action as one or both of them deem reasonably necessary to de-identify Sublicensee's Station as a "Clark" service station and discontinue any and all use of the Clark Intellectual Property at Sublicensee's Station including, but not limited to, the right to enter upon Sublicensee's Station and take the actions described in the first sentence of this Section 7. If Sublicensor and/or Clark take any of such actions, Sublicensee will promptly pay any cost and expense incurred by Sublicensor and/or Clark in connection therewith including attorneys' fees and other legal costs. The provisions of this Section 7 shall survive the termination of this Sublicense.

8. Data Security. (a) Sublicensee acknowledges that it is bound to abide by and comply with all standards, guidelines, practices or procedures recommended or required by the applicable credit card Associations including, but not limited to, Visa, MasterCard, AMEX, Discover and JCB (Card Associations) with respect to data security or protection of cardholder data, as such may be amended from time to time (collectively Data Security Guidelines) including, without limitation, Payment Card Industry Data Security Standards (PCI-DSS), Pin Entry Device Standards (PCI-PED), and Payment Application Data Security Standards (PCI PADSS). Currently, the PCI guidelines require Sublicensee to (a) observe, among other things, standards of due care with regard to the protection of sensitive cardholder information; and (b) ensure that its point of sale equipment and applicable software comply with PCI guidelines. Currently, the PCI guidelines are based on a list of twelve basic security requirements with which Sublicensee needs to comply. The requirements are:

- (i) Install and maintain a firewall configuration to protect cardholder data;
- (ii) Do not use vendor-supplied defaults for system passwords and other security parameters;
- (iii) Protect stored cardholder data;
- (iv) Encrypt transmission of cardholder data across open, public networks;
- (v) Use and regularly update anti-virus software or programs;
- (vi) Develop and maintain secure systems and applications;
- (vii) Restrict access to cardholder data by business need-to-know;
- (viii) Assign a unique ID to each person with computer access;

- (ix) Restrict physical access to cardholder data;
- (x) Not Applicable;
- (xi) Regularly test security systems and processes; and
- (xii) Maintain a policy that addresses information security for employees and contractors.

(b) Sublicensee must also notify Sublicensor and Clark of all third parties who have access to cardholder data on behalf of Sublicensee (*i.e.*, store, process or otherwise transmit cardholder data). If Sublicensee knows or suspects a security breach, Sublicensee shall immediately notify The Card Associations, Sublicensor and Clark. Sublicensee shall then identify and remediate the source of the suspected compromise. If a Card Association requires Sublicensee to submit to an audit in connection with a breach or suspected compromise of cardholder data or any other breach of Data Security Guidelines, Sublicensee shall cooperate with such audit and shall be responsible for the cost of the audit. Sublicensee acknowledges that if a Card Association determines that Sublicensee was responsible for a disclosure of cardholder transaction information or other breach of Data Security Guidelines, Sublicensee may be subject to fines and penalties imposed by the Card Association. Penalties will include, but may not be limited to, all chargebacks associated with fraudulent use of compromised cardholder account information relating to transactions with all merchants where the use occurred and is not limited to the Sublicensee's locations. Further, if the Sublicensee is responsible for a disclosure of cardholder transaction information, Sublicensee may be subject to potential third party claims and liabilities. In addition to any other indemnification obligations Sublicensee may have, Sublicensee hereby agrees to indemnify and hold Sublicensor and Clark harmless from and against any and all claims, demands, damages, fines and/or penalties imposed upon or incurred by Sublicensor and Clark as a result of Sublicensee's non-compliance with the Data Security Guidelines, Sublicensee's failure to maintain equipment and software that comply with Data Security Guidelines or any other data compromise for which a Card Association or a court with competent jurisdiction determines that Sublicensee is responsible, including, without limitation, chargebacks resulting from breach of the Data Security Guidelines or any compromise of cardholder data. Sublicensee's obligations under this Section 8 shall survive termination of this Agreement. Sublicensee shall immediately notify Sublicensor and Clark in the event it changes its payment applications software (including any change in versions of such software).

(c) Sublicensee acknowledges that PCI Data Security Guidelines are changed from time to time and will make provisions to stay abreast of these requirements and to adhere to them as applicable. Sublicensee acknowledges that as a Level 4 Merchant, it is aware that a completed Self Assessment Questionnaire, Attestation of Compliance and Network Scan are required to maintain compliance. Sublicensee acknowledges that it does not store any sensitive authentication data and understands that such storage is specifically prohibited.

(d) Sublicensee acknowledges that use of wireless networks presents additional risk of compromise and PCI-DSS Version 1.2 requirements 1.2.3, 2.1.1 and 4.1.1 have been reviewed and

are in place and milestones for cessation of use of WEP will be adhered to.

9. Assignment. The rights and privileges granted to Sublicensee under this Sublicense are personal to Sublicensee and it is understood and agreed that Sublicensee shall not sell, assign, sub-sublicense or otherwise dispose of Sublicensee's interest in this Sublicense in whole or in part, directly or indirectly, by operation of *law* or otherwise without the consent of Sublicensor and Clark. Clark may assign Sublicensor's interest in and to this Sublicense in the event that the Master License expires or is terminated and Clark desires to continue this Sublicense.

10. Third party Beneficiary. Sublicensor and Sublicensee acknowledge and agree that (i) they intend Clark to be a third party beneficiary of all of the terms and conditions of this Sublicense and (ii) Clark may enforce all of the terms and conditions of this Sublicense directly against Sublicensee, including, but not limited to the provisions of Sections 6 and 7, herein.

11. Amendment. This Sublicense may not be amended, supplemented, terminated or otherwise modified without Clark's prior written consent.

12. Governing Law and Venue. This Agreement shall be governed by and construed under Illinois law. The parties agree that any action or proceeding to enforce or arising out of this Agreement shall be commenced in the U.S. District Court located in Chicago, Illinois. The parties consent to such jurisdiction, expressly agree that venue is proper in that Court and waive any objections based upon inconvenient venue. This does not preclude the enforcement of any action under this Agreement in any other jurisdiction.

13. No Franchise Created. The Parties agree that the relationship hereby created between Sublicensor and/or Clark and Sublicensee is not a franchise and that Sublicensor and/or Clark does not attempt to and/or control the business operations of Sublicensee.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Sublicense to be executed
as of the day and year first above written.

SUBLICENSOR:

By: _____

Name: _____

Title: _____

SUBLICENSEE:

By: _____



Name: _____


Title: _____


EXHIBIT A TO SUBLICENSE

EXHIBIT A

CLARK INTELLECTUAL PROPERTY

Mark	Serial No./ Filed	Goods/Services (Intl. Class)	Pub. Date	Reg. No./ Reg Date	Status
	76/168,978 11/21/00	Self-service retail gasoline supply services; convenience stores (IC 35)	6/11/02	2,737,709 7/15/03	Registered
	74/427,227 8/23/93	Petroleum products, namely, motor oil, gasoline, automobile lubricants, automotive lubricants and automotive greases (IC 4) Retail stores featuring gasoline and petroleum products (IC 42)	9/20/94	1,933,736 11/7/95	Registered

MARK	SER. NO./FILED	GOODS/SERVICES	PUB. DATE	REG. NO./DATE	STATUS
	75/140,771 7/29/96	Convenience stores services (IC 42)	3/24/98	2,165,106 6/16/98	Registered

CLARK	76/169,144 11/21/00	Self-service retail gasoline supply services; convenience stores (IC 35)	4/30/02	2,845,339 5/25/04	Registered
	75/140,770 7/29/96	Retail gasoline supply services, retail stores featuring automobile and petroleum products, and retail convenience stores	2/11/97	2,059,482 5/6/97	Registered
ON THE GO	74/341,590 12/21/92	Service stations (IC 37)	2/28/95	1,895,329 5/23/95	Registered
ON THE GO	74/694,993 6/29/95	Retail convenience stores services (IC 42)	3/12/96	2,002,622 9/24/96	Registered
VALUE DRIVEN	74/341,589 12/21/92	Service stations (IC 42)	1/4/94	1,828,650 3/29/04	Registered