

**STATEMENT OF CREDIT CARD TERMS
SPEEDWAY SUPERAMERICA COMMERCIAL & CONSUMER CARDS
RETAIL INSTALLMENT CREDIT AGREEMENT
CREDIT SALE CONTRACT**

Listed below are the terms governing the Speedway SuperAmerica Commercial Credit Card Account, and the Speedway SuperAmerica Consumer Credit Card Account. Your credit card agreement with Speedway SuperAmerica LLC (SSA) for any of the foregoing credit card accounts will be effective when you or an authorized user uses a card issued to you or you fail to cancel a card within 30 days after it is issued to you. This document, together with credit card(s) issued for your account, the terms contained in your account application, and sales tickets evidencing use of the card, constitute your agreement with SSA.

Summary of Account Terms:

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	5% to 25%. This APR varies by state. Please refer to Section 3 for details.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50; except in AK, AR, CT, HI, ID, KY, MD, NC, ND, NE, NH, NM, NV, OR, and RI where there is no Minimum Interest Charge.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on your account if you pay your entire balance by the due date each month.
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard .

Fees	
Annual Fee	None
Penalty Fees	
Returned Payment	\$0 to \$25. This fee varies by state. Please refer to Section 8 for details.

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases)” in all states except MA, ME, MN, MS, MT, NE, NM and RI; we use a method called “average daily balance (excluding new purchases)” in MA, ME, MN, MS, MT, NE, NM and RI. See Section 4 for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in this Agreement.

The information about the costs of the card described above is accurate as of April 30, 2010. This information may have changed after that date. To find out what may have changed or to obtain a copy of the current terms of this Agreement, call us at 1-800-428-4016 or write to us at Speedway SuperAmerica LLC, Attn: Credit Customer Service, PO Box 1590, Springfield, OH 45501.

**SPEEDWAY SUPERAMERICA COMMERCIAL & CONSUMER CARDS
RETAIL INSTALLMENT CREDIT AGREEMENT TERMS**

In this SSA Retail Installment Credit Agreement ("Agreement"), the words "you" and "your" refer to any person who signs the Application for this Account or this Agreement, has requested and is issued a SSA credit card, or is authorized to use this SSA Credit Card Account. "We", "us", and "our" refer to SSA. "Account" means your SSA Credit Card Account, which will be governed by this Agreement. "Authorized User" means any person you permit to use your Account or who has apparent authority to do so. "Card" means any access device or method by which the Account may be accessed, including the Account number. "New Balance" means the New Balance as provided on your periodic statement. "APR" means Annual Percentage Rate. "Interest" and "Interest Charges" means the periodic finance charges that are calculated pursuant to Section 4. "Minimum Payment Due" means the minimum amount due on purchases eligible for revolving terms. **Revolving credit is not available to government or commercial accounts, which must be paid in full on or before the due date shown on your periodic statement.**

1. PAYMENT REQUIREMENTS

You agree to pay us for all purchases made on your Account by you or any person authorized by you. Your payment is due on or before the Payment Due Date shown on your periodic statement. All payments submitted by mail should be made by check or money order with the account number written on the check or money order and should be submitted with the accompanying payment stub. All payments submitted by mail, except for disputed payments, must be mailed to Speedway SuperAmerica LLC, P.O. Box 740587 Cincinnati, Ohio 45274, Springfield, OH 45501. Do not send cash. Payments mailed in accordance with these instructions and received by 5:00 pm EST on a business day will be credited to your Account that day. Payments not made in accordance with these instructions may delay crediting to your Account. Delayed crediting may cause you to incur additional fees and finance charges. All credits for payments to your Account are subject to final payment by the institution on which the item of payment was drawn. Expedited payment methods may be subject to fees. The amount of the fee will be disclosed to you at the time of payment.

2. MINIMUM PAYMENT DUE

If you have a consumer Account with revolving credit, the Minimum Payment Due must be paid on or before the Payment Due Date shown on your periodic statement. Purchases made with your consumer credit card, except those included in the Minimum Payment Due, are eligible for revolving credit terms. Any unpaid revolving balance will be subject to Interest Charges. You are required to pay for revolving purchases in accordance with the following schedule:

Revolving Balance	Minimum Payment Due
	Consumer Account
\$.01 to 20	Payable in Full
over \$20 to 100	\$20
over \$100	20% of your account balance plus all amounts in excess of your credit limit

The Minimum Payment Due shall include:

- the revolving balance minimum payment as calculated above
- unpaid Minimum Payment Due from your previous statement
- returned payment fees
- interest charges

3. YOUR ANNUAL PERCENTAGE RATE

If Interest Charges are assessed during a billing cycle, we will use the following APR and corresponding monthly periodic rate:

If you reside in the state of:	We apply the monthly periodic rate of:	Annual Percentage Rate
Arkansas	.42%	5%
Connecticut, Maryland, Texas, Washington, West Virginia	1.0%	12%
Kansas	1.17%	14%
Minnesota, Pennsylvania	1.25%	15%
Alabama, Florida, Hawaii, Louisiana, Maine, Massachusetts, Nebraska, North Carolina, Ohio, Rhode Island, South Carolina	1.5%	18%
Iowa	1.59%	19%
Alaska, Arizona, California, Colorado, Delaware, Georgia, Idaho, Illinois, Indiana, Kentucky, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Dakota, Oklahoma, Oregon, South Dakota, Tennessee, Utah, Vermont, Virginia, Wisconsin, Wyoming	1.75%	21%
Michigan	2.09%	25%

4. INTEREST CHARGE CALCULATION

If we have not received payment in full of the New Balance by the Payment Due Date shown on your periodic statement, we may assess an Interest Charge applied to the Average Daily Balance. We determine the Interest Charge on your Account by applying the periodic rate applicable to your state of residence as determined by your billing address to the Average Daily Balance of your Account. For an explanation of the calculation method used to determine the Interest Charge on your periodic statement, please call us toll free at our customer service number 1-800-428-4016.

1. To get the Average Daily Balance we take the beginning balance of your Account each day, add any new purchases (new purchases are not included in computing the Average Daily Balance in the states of MA, ME, MN, MS, MT, NE, NM and RI), unpaid returned payment fees, and previously assessed unpaid Interest Charges and subtract any payments or credits. This gives us the daily balance. Then, we add all the daily balances for the billing cycle together and divide by the total number of days in the billing cycle. This gives us the Average Daily Balance.

2. If Interest Charges are imposed and the total Interest that results from application of the above calculation is less than \$0.50, we will impose a Minimum Interest Charge of no less than \$0.50 (which is a FINANCE CHARGE); except in AK, AR, CT, HI, ID, KY, MD, NC, ND, NE, NH, NM, NV, OR, and RI where there is no Minimum Interest Charge.

5. HOW TO AVOID PAYING INTEREST ON PURCHASES

To avoid Interest Charges, payment of the New Balance must be received by the Payment Due Date shown on your periodic statement. Your Payment Due Date is at least 25 days after the close of each billing cycle. We will not charge you any Interest on your Account if you pay your entire balance by the Payment Due Date each month. You may at any time pay your total unpaid balance.

6. OBTAINING CREDIT INFORMATION

SSA may investigate your credit history and obtain a consumer credit report from a consumer credit reporting agency in connection with your credit application or any subsequent update, renewal, or extension of credit. Upon your request, you will be informed whether or not SSA obtained such a report and if so the name and address of the agency that furnished the report. You agree that SSA may furnish information about your Account to the credit bureau and others who, in SSA's discretion, may receive such information.

7. DEFAULT, COLLECTION COSTS, REPRINT FEES

If your Account is not paid according to terms, we reserve the right to demand immediate payment of the full amount outstanding on your Account, subject to applicable law. If your Account is referred to an attorney or collection agency, you agree to pay, in addition to the full amount owed, reasonable attorney's fees, court costs, or collector's fees, as allowed by applicable state law.

We reserve the right to assess a reprint fee of up to \$5 for administrative costs, for each reprint of statements and other documents, and for each ticket copy requested. Our failure or delay at any time to exercise any of our legal rights shall not be deemed a waiver of those rights or of the right to exercise its legal rights thereafter.

8. RETURNED PAYMENT FEES

Where permissible by law, SSA may impose a returned payment fee if any check used to pay an amount you owe is not honored, as follows:

If you reside in the state of:	Returned Payment Fee
DC, MD, PA, RI, WY	None
NE	\$5
AZ, CT, MA, OK	\$10
CA, HI, ID, KY, LA, MO, MS, ND, OH, TX, UT, WA, WI, WV	\$15
AR, CO, GA, IA, IN, MN, NJ, NY, SC, TN	\$20
AK, AL, DE, FL, IL, KS, ME, MI, MT, NC, NH, NM, NV, OR, SD, VA, VT	\$25

9. LIABILITY FOR UNAUTHORIZED CREDIT CARD USE

Commercial Accounts – You may be liable for unauthorized use of your Card(s). If your Account is used primarily for business or commercial purposes and you have requested ten (10) or more Cards, you will be liable for any and all unauthorized use of your Cards. For all other accounts, you may be liable for unauthorized use of your Card(s). You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, of the loss, theft, or possible unauthorized use. Should you request and receive fewer than 10 cards, your liability will not exceed \$50.00 or the lesser amount established by applicable state or federal law. **Consumer Accounts** – If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us immediately at: Speedway SuperAmerica LLC, Attn: Credit Customer Service, PO Box 1590, Springfield, OH 45501 or call us at 1-800-428-4016. You will not be liable for any unauthorized use that occurs after you notify us. You may however, be liable for unauthorized use that occurs before you provide notice to us. In any case, your liability will not exceed \$50.

10. CANCELLING OR SUSPENDING CREDIT

We can cancel or suspend your Account at any time in accordance with applicable laws.

11. CHANGING AND CANCELLING THIS AGREEMENT

SSA can change the terms of this Agreement at any time by giving you notice of the changes at your billing address or as otherwise allowed by law. Retention or authorized use of your Card on or after the effective date of the change will establish your agreement to the new terms. If you do not agree to the change, you may cancel this Agreement. You may cancel this Agreement at any

time by notifying SSA, returning all cards issued for your Account and paying your existing debt owed under the terms of this Agreement.

To terminate credit availability under your Account, write: Speedway SuperAmerica LLC, Attn: Credit Customer Service, PO Box 1590, Springfield, OH 45501 or call us at 1-800-428-4016 upon receipt of this Agreement.

12. USURY AND SEVERABILITY

Usury Savings – If a court of competent jurisdiction shall make a final determination that any charge imposed pursuant to this Agreement violates usury or other similar credit laws of any state, the charges payable hereunder shall be accordingly adjusted for the purpose of avoiding any such usurious payment without any further action of the parties hereto.

Severability – If any term, provision, or section of this Agreement is held invalid or unenforceable, under any statute or court decision, or any governmental rule or regulation, the remainder of the Agreement shall remain effective.

13. SPEEDY REWARDS

SSA reserves the right to deplete any unredeemed Speedy Rewards points in your Speedy Rewards Account if your SSA Consumer or Commercial Account is more than 30 days delinquent.

YOUR BILLING RIGHTS – KEEP THIS NOTICE 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, write to us at: Speedway SuperAmerica LLC, Attn: Credit Customer Service, PO Box 1590, Springfield, OH 45501

In your letter, 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.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not 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 letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, 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 that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with 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 write to us 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 Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Speedway SuperAmerica LLC, Attn: Credit Customer Service, PO Box 1590, Springfield, OH 45501.

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 you do not pay, we may report you as delinquent.

NOTICE TO CARDHOLDER

California Residents - You have the right to prohibit SSA from disclosing to marketers of goods marketing information concerning you which discloses your identity. To exercise this right, you may call SSA at 1-800-428-4016. **Delaware Residents** - Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. **Illinois Residents** - No applicant may be denied a credit card on account of race, religion, national origin, ancestry, age (between 40 and 70), sex, marital status, physical or mental handicap unrelated to the ability to pay or unfavorable discharge from military service. The applicant may request the reason for rejection of his or her application for a credit card. No person need reapply for a credit card solely because of a change in marital status unless the change has caused a deterioration in the person's financial position. A person may hold a credit card in any name permitted by law that he or she regularly uses or is known by, so long as no fraud is intended thereby. **Indiana Residents** - The amount charged for any delinquency is subject to change as allowed by IC 24-4.5-1-106. **Maryland Residents** - Finance charges will be made in amounts or at rates not in excess of those permitted by law. **Massachusetts Residents** - You may cancel a purchase under this agreement if it has been signed by a party thereto at a place other than the address of the seller which may be his main office or branch thereof; provided you notify the seller in writing at his main office or branch, by ordinary mail posted by telegram sent or by delivery, not later than midnight of the third business day following a purchase under this agreement. **Ohio Residents** - The Ohio laws against discrimination require that all creditors make credit equally available to all

creditworthy customers, and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. **Texas Residents** - To contact SSA about this account call 1-800-428-4016. This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 North Lamar Boulevard, Austin, TX 78705-4207. Phone 512-936-7600 or 1-800-538-1579. Contact the Commissioner relative to any inquiries or complaints. **Wisconsin Residents** - No provision of a marital property agreement, unilateral statement or court decree adversely affects the interest of SSA unless SSA, prior to the time credit is granted, is furnished with a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

Washington Residents - You may cancel any purchases made under this charge agreement if the seller or his representative solicited in person such purchase, and you sign an agreement for such purchase, at a place other than the seller's business address shown on the charge agreement, by sending notice of such cancellation by certified registered mail return receipt requested to the seller at his address shown on the charge agreement, which notice shall be posted not later than midnight of the third day (excluding Sundays and holidays) following your signing of the purchase agreement. If you choose to cancel this purchase, you must return or make available to seller at the place of delivery any merchandise, in its original condition, received by you under this purchase agreement.

NOTICE - ANY CARDHOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

This agreement is governed by the laws of the state of Ohio and applicable federal law. The Card is issued only upon approval of the Account, all of which have occurred at SSA's office in Ohio.

ANY COMMUNICATION CONCERNING DISPUTED DEBTS, INCLUDING, BUT NOT LIMITED TO, AN INSTRUMENT TENDERED AS FULL SATISFACTION OF A DEBT, INQUIRIES ABOUT THE STATUS OF YOUR ACCOUNT AND QUESTIONS ABOUT YOUR STATEMENT, ARE TO BE SENT TO THE ADDRESS LISTED BELOW.

**SPEEDWAY SUPERAMERICA LLC
ATTN: CREDIT CUSTOMER SERVICE
P.O. BOX 1590
SPRINGFIELD, OH 45501
(800) 428-4016
ssacreditcard@ssallc.com**

PRICING INFORMATION ADDENDUM SPEEDWAY SUPERAMERICA LLC CONSUMER CREDIT AGREEMENT	
Annual Percentage Rate (APR) for Purchases	5% to 25% . This APR varies by state. Please see below for details.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50; except in AK, AR, CT, HI, ID, KY, MD, NC, ND, NE, NH, NM, NV, OR, and RI where there is no Minimum Interest Charge.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on your account if you pay your entire balance by the due date each month.
Annual Fee	None
Returned Payment	\$0 to \$25 . This fee varies by state. Please see below for details.

Balance Computation Method

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases)” in all states except MA, ME, MN, MS, MT, NE, NM and RI; we use a method called “average daily balance (excluding new purchases)” in MA, ME, MN, MS, MT, NE, NM and RI. See below for more details.

If we have not received payment in full of the New Balance by the Payment Due Date shown on your periodic statement, we may assess an Interest Charge applied to the Average Daily Balance. We determine the Interest Charge on your Account by applying the periodic rate applicable to your state of residence as determined by your billing address to the Average Daily Balance of your Account. For an explanation of the calculation method used to determine the Interest Charge on your periodic statement, please call us toll free at our customer service number 1-800-428-4016.

1. To get the Average Daily Balance we take the beginning balance of your Account each day, add any new purchases (new purchases are not included in computing the Average Daily Balance in the states of MA, ME, MN, MS, MT, NE, NM and RI), unpaid returned payment fees, and previously assessed unpaid Interest Charges and subtract any payments or credits. This gives us the daily balance. Then, we add all the daily balances for the billing cycle together and divide by the total number of days in the billing cycle. This gives us the Average Daily Balance.

2. If Interest Charges are imposed and the total Interest that results from application of the above calculation is less than \$0.50, we will impose a Minimum Interest Charge of no less than \$0.50 (which is a FINANCE CHARGE); except in AK, AR, CT, HI, ID, KY, MD, NC, ND, NE, NH, NM, NV, OR, and RI where there is no Minimum Interest Charge.

Rates and Fees which vary by State

Rates:

If Interest Charges are assessed during a billing cycle, we will use the following APR and corresponding monthly periodic rate:

If you reside in the state of:	We apply the monthly periodic rate of:	Annual Percentage Rate
Arkansas	.42%	5%
Connecticut, Maryland, Texas, Washington, West Virginia	1.0%	12%
Kansas	1.17%	14%
Minnesota, Pennsylvania	1.25%	15%
Alabama, Florida, Hawaii, Louisiana, Maine, Massachusetts, Nebraska, North Carolina, Ohio, Rhode Island, South Carolina	1.5%	18%
Iowa	1.59%	19%
Alaska, Arizona, California, Colorado, Delaware, Georgia, Idaho, Illinois, Indiana, Kentucky, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Dakota, Oklahoma, Oregon, South Dakota, Tennessee, Utah, Vermont, Virginia, Wisconsin, Wyoming	1.75%	21%
Michigan	2.09%	25%

RETURNED PAYMENT FEES

Where permissible by law, SSA may impose a returned payment fee if any check used to pay an amount you owe is not honored, as follows:

If you reside in the state of:	Returned Payment Fee
DC, MD, PA, RI, WY	None
NE	\$5

AZ, CT, MA, OK	\$10
CA, HI, ID, KY, LA, MO, MS, ND, OH, TX, UT, WA, WI, WV	\$15
AR, CO, GA, IA, IN, MN, NJ, NY, SC, TN	\$20
AK, AL, DE, FL, IL, KS, ME, MI, MT, NC, NH, NM, NV, OR, SD, VA, VT	\$25