

CARD MEMBER AGREEMENT

ACCEPTANCE OF AGREEMENT The use of your new Holiday Credit Card(s) by you or anyone whom you authorize or permit to use the card(s) shall indicate your acceptance of these terms and conditions.

AGREEMENT TERMS The word "Card" means any one or more Holiday Credit Cards issued to you or being used by another with your consent. Prior to its use, each Card must be signed by the person to whom it is issued or by the authorized user. The word "Account" means your Holiday Credit Card Account. We have established an account in your name(s) to which Purchases, applicable **FINANCE CHARGES**, Payments and Credits will be posted. The words "You" and "Your" refer to the applicant(s) and any other person or persons who are contractually liable under this agreement. If your account is a joint account, each of you agrees to be liable individually for the entire amount owed on your account. The words "We," "Our" and "Us" mean Erickson Petroleum Corporation, a Minnesota Corporation doing business as Holiday Companies, and to any other creditor to whom this agreement assigned.

PAYMENT TERMS AND YOUR LEGAL RESPONSIBILITY You agree to pay us in United States Dollars for all purchases plus applicable **FINANCE CHARGES**, if any, incurred by you or anyone you have authorized or permitted to use your card(s). 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 and have recovered, cut in half and returned to us, any card(s) in such person(s)' possession. A monthly billing period, the last day of which is called the Billing Date, has been established by us for your account. We will send you a billing statement each month. This statement will show the amount you owe us. This is called the New Balance. The New Balance is due when you receive your statement. You agree to pay us at the Holiday Credit Office, 4567 American Blvd. W., PO Box 1216, Minneapolis, Minnesota 55440, the New Balance as shown on your billing statement or an amount not less than the Minimum Payment due. This payment, together with the remittance portion of your monthly statement, must be received by the Holiday Credit Office on or before the "must be received by" date shown on your monthly billing statement. Payments received by the Holiday Credit Office prior to 5:00 p.m. on any regular business day will be applied as of that date; otherwise they will be applied on the next regular business day. The crediting of payment received in any other manner or at any other location could be delayed. We can accept checks or money orders marked with restrictive endorsement such as "Payment in Full" without losing any of our rights under this agreement. The Minimum Payment you must make each month is shown on your monthly billing statement as the "MINIMUM DUE." If at anytime your balance exceeds your Credit Line and the "Minimum Due" payment will not bring the account to within the Credit Line, your payment should be large enough to bring the balance to within the Credit Line. The amount of the Minimum Monthly Payment Due is determined by your New Balance each month. Any rewards, rebates or other promotional incentives are only available to current accounts in good standing. The following is our schedule:

<u>IF NEW BALANCE IS</u>	<u>\$1 TO \$20</u>	<u>\$21 TO \$100</u>	<u>OVER \$100</u>
Your Minimum Payment Due is	Full Amount	\$20 and any Amount Past Due	20% of New Balances Rounded to the Next Whole Dollar & any Amount Past Due Plus All Amounts in Excess of Your Credit Line

Your payment will be used first to pay **FINANCE CHARGES** and then to pay for your purchases. If you do not make at least the Minimum Payment Due by the due date each month, you will be in default. **COMMERCIAL OR BUSINESS ACCOUNTS ARE DUE IN FULL UPON RECEIPT OF EACH MONTHLY BILLING STATEMENT AND THE AFOREMENTIONED MINIMUM PAYMENT OPTION DOES NOT APPLY. PAST DUE BALANCES ARE SUBJECT TO A SERVICE CHARGE OF 1-1/2% PER MONTH.**

DEFAULT AND COLLECTION If you do not make required payment when due or have failed 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 may allow.

FINANCE CHARGE Your Holiday Credit Card Account is subject to a **FINANCE CHARGE** during any statement period when the New Balance shown on the statement was not paid in full by payments and credits. A **FINANCE CHARGE** is the amount we add to your account for allowing you to pay for only part of your New Balance. The **FINANCE CHARGE** will be based on the Average Daily Balance Method. We add all the daily balances on your account for the number of days in the billing period, divide that number by the number of days in the billing period and multiply the Average Daily Balance by the monthly **FINANCE CHARGE** allowed in your state.

For residents of Alaska, Idaho, Iowa, North Dakota, South Dakota, Washington, Wisconsin and Wyoming, the **FINANCE CHARGE** BEGINS TO ACCRUE ON THE DATE ON WHICH THE CHARGE IS POSTED TO YOUR ACCOUNT.

For residents of Michigan, Nebraska, Minnesota and Montana, the **FINANCE CHARGE** does not accrue until the month after the charge has been posted to your account. A minimum **FINANCE CHARGE** of 50-cents will be imposed for residents of Alaska, Idaho, Iowa, Minnesota, Montana, South Dakota, Washington, Wisconsin and Wyoming; 70-cents for residents of Michigan, if the New Balance is not paid in full.

DISCLOSURES BY STATES IN OUR MARKETING AREA:

STATE	FINANCE CHARGE			METHOD OF COMPUTING THE BALANCE FOR PURCHASES	MINIMUM FINANCE CHARGE	OTHER FEES	ANNUAL FEES	TRANSACTION DATE	GRACE PERIOD
	PERCENTAGE RATE								
	ANNUAL	MONTHLY	ON BALANCE						
ALASKA	12	1.0	ENTIRE	AVERAGE DAILY BALANCE (EXCLUDING NEW PURCHASES) for billing addresses in MI, MN, MT and NE AVERAGE DAILY BALANCE (including New Purchases) for billing addresses in ID, IA, ND, SD, WA, WI, WY and AK	\$.50	NONE	NONE	NONE	YES, IF FULL NEW BALANCE IS PAID BEFORE THE NEXT BILLING DATE
IDAHO	18	1.5	ENTIRE		\$.50	NONE	NONE	NONE	
IOWA	19.8	1.65	ENTIRE		\$.50	NONE	NONE	NONE	
MICHIGAN	20.4	1.7	ENTIRE		\$.70	NONE	NONE	NONE	
MINNESOTA	18	1.5	ENTIRE		\$.50	NONE	NONE	NONE	
MONTANA	18	1.5	ENTIRE		\$.50	NONE	NONE	NONE	
NEBRASKA	21	1.75	UP TO \$500		NONE	NONE	NONE	NONE	
	18	1.5	OVER \$500						
NO. DAKOTA	18	1.5	ENTIRE		NONE	NONE	NONE	NONE	
SO. DAKOTA	20	1.66	ENTIRE		\$.50	NONE	NONE	NONE	
WASHINGTON	18	1.5	ENTIRE		\$.50	NONE	NONE	NONE	
WISCONSIN	18	1.5	ENTIRE		\$.50	NONE	NONE	NONE	
WYOMING	18	1.5	ENTIRE		\$.50	NONE	NONE	NONE	

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 phoning us at 800/745-7411 ext. 5204, or by writing to PO Box 1216, Minneapolis, MN 55440. You may be liable for the unauthorized use of your cards. However, your liability will not exceed \$50 or the amount of the unauthorized use that took place before you notified us, whichever is less. 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).

CREDIT LINE You agree that at no time will you allow the outstanding balance of your account to be greater than the credit line or limit that we have set for you. The credit line presently established for your account is shown on the folder accompanying your credit card(s) and will be shown on future billing statements. 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.

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 Dept., 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.

CANCELLATION All Holiday Credit Cards are the property of Holiday and you must return them to us when we ask for them. We have the right to limit or cancel your privilege to use the account at any time without advance notice to you. If we do, you must still pay us any balance that you owe.

CHANGE OF TERMS We may change the credit terms and conditions of this agreement by giving you notice as required by law. Holiday reserves the right to modify or discontinue any reward, rebate or promotional program at any time.

CHANGE OF ADDRESS If you change your address, you must notify us of your new address within 15 days.

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.

NOTICE: ANY HOLDER 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.