



1201 Oakfield Drive
P. O. Box 1110
Brandon, Fl. 33509-1110
(813) 681-4279
Fax: (813) 685-8631

Automated Petroleum & Energy Co., Inc.

DEALER APPLICATION

DATE _____

STATION INTERESTED IN _____ STATION # _____

ADDRESS _____

NAME _____
FIRST MIDDLE LAST

SPOUSE _____
FIRST MIDDLE LAST

SOCIAL SECURITY # _____ (SPOUSE S/S #) _____

DATE OF BIRTH _____ (SPOUSE) _____

HOME ADDRESS _____

CITY, STATE, ZIP _____

HOME PHONE # _____ MOBIL PHONE # _____

E-MAIL ADDRESS _____

SINCE YOU'VE EXPRESSED AN INTEREST IN BECOMING AN APEC SERVICE STATION DEALER, AND THERE IS A POSSIBILITY OF OUR WORKING TOGETHER, WE ARE ANXIOUS TO GET TO KNOW YOU AS WELL AS WE CAN. THE INFORMATION REQUESTED ON THE FOLLOWING PAGES WILL HELP US LEARN ABOUT YOU AND HELP US DETERMINE YOUR LIKELIHOOD OF SUCCESS AS AN APEC DEALER. EACH OF THE QUESTIONS PERTAINS TO AN IMPORTANT FACTOR OF SUCCESS IN THE OPERATION OF A SERVICE STATION. PLEASE ANSWER THEM ALL. NATURALLY, THE INFORMATION WILL BE CONSIDERED STRICTLY CONFIDENTIAL.



How long have you lived at the present address? _____ years _____ months. List other addresses in the last 5 years _____

EDUCATION

HIGH SCHOOL ATTENDED _____ YEARS _____
COLLEGE ATTENDED _____ YEARS _____
OTHER _____ YEARS _____

SERVICE STATION EXPERIENCE

1. COMPANY _____ ADDRESS _____
FROM _____ TO _____ SUPERVISOR _____
REASON FOR LEAVING _____
2. COMPANY _____ ADDRESS _____
FROM _____ TO _____ SUPERVISOR _____
REASON FOR LEAVING _____

OTHER EMPLOYMENT EXPERIENCE

1. COMPANY _____ ADDRESS _____
FROM _____ TO _____ SUPERVISOR _____
REASON FOR LEAVING _____
2. COMPANY _____ ADDRESS _____
FROM _____ TO _____ SUPERVISOR _____
REASON FOR LEAVING _____
3. COMPANY _____ ADDRESS _____
FROM _____ TO _____ SUPERVISOR _____
REASON FOR LEAVING _____

Describe any selling experience you have had _____

Have you ever kept or helped keep business records? _____

PERSONAL REFERENCES

NAME ADDRESS PHONE NUMBER

NAME ADDRESS PHONE NUMBER

NAME ADDRESS PHONE NUMBER

CREDIT REFERENCES

FIRM ADDRESS PHONE NO.

Do you own property? _____ What and where? _____

Balance owed? \$ _____ Amount of payments \$ _____

If you rent your "home" what do you pay for rent? \$ _____ Do you own furniture appliances? _____

Amount owed? _____ Do you own a car? _____ Make and model _____

Balance owed? \$ _____ What is the total amount of your indebtedness? \$ _____

Total monthly payments \$ _____

Do you have other monthly income? _____ Source? _____ Amount \$ _____

How much life insurance do you carry? \$ _____ How much monthly income do you and your

family require? \$ _____ Why are you interested in getting into the service station business?

What hours do you intend keeping the station open? _____ Is it your intention for you and your employees to be in uniform while working at the station? _____

List any community organizations you have been active in _____

List any hobbies you have _____

APPLICANT'S SIGNATURE

FINANCIAL STATEMENT OF:

FIRM NAME: _____

ADDRESS: _____ **CITY:** _____ **STATE:** _____

AT CLOSE OF BUSINESS ON _____ **20** _____

(PLEASE ANSWER ALL QUESTIONS. WHEN NO FIGURES ARE INSERTED, WRITE WORD "NONE")

| ASSETS | DOLLARS | CENTS |
|---|----------------|--------------|
| Cash in Bank | \$ | |
| Cash on Hand | \$ | |
| Accounts Receivable (Amounts Pledged \$ _____) | \$ | |
| Notes and Trade Acceptances Receivable (Amounts Pledged \$ _____) | \$ | |
| Merchandise Inventory (Not on Consignment or Conditional Sale) (Amounts Pledged \$ _____) | \$ | |
| Other Current Assets: (Describe) | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |
| TOTAL CURRENT ASSETS: | \$ | |
| Land and Buildings (Depreciated Value) | \$ | |
| Leasehold Improvements (Amortized Value) | \$ | |
| Machinery, Fixtures and Equipment (Depreciated Value) | \$ | |
| Due From Others - Not Customers | \$ | |
| Other Assets: (Describe) _____ | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |
| TOTAL ASSETS: | \$ | |

| LIABILITIES | DOLLARS | CENTS |
|---|----------------|--------------|
| Accounts Payable | \$ | |
| Notes Payable - Secured Owing to | \$ | |
| Notes Payable - Unsecured Banks | \$ | |
| Partners or Officers | \$ | |
| Other | \$ | |
| Taxes Payable: Withholding and Payroll | \$ | |
| Federal and State Income | \$ | |
| Other | \$ | |
| Accrued Payroll and Other Expense | \$ | |
| Other Current Liabilities: (Describe) | \$ | |
| | \$ | |
| | \$ | |
| TOTAL CURRENT LIABILITIES: | \$ | |
| Mortgage on Land and Buildings | \$ | |
| Chattel Mortgage on Merchandise or Equipment | \$ | |
| | \$ | |
| Other Liabilities - Unsecured | \$ | |
| TOTAL LIABILITIES: | \$ | |
| Net Worth or { Capital | | |
| { Stock \$ _____ | | |
| { Surplus \$ _____ | \$ | |
| TOTAL LIABILITIES AND NET WORTH: | \$ | |

If Partnership, name partners: _____

If Corporation, name officers: _____

CIA

capital investment analysis

Station Name: _____ Representative: _____

Date: _____ Information Prepared For: _____

The following outlines costs that should be considered when determining the amount of capital needed to properly maintain, market, and develop a successful site. This form is designed to be a training tool, and is in no way intended to be a foundational guide for operating expenses. For a professional business plan or situation analysis, you are advised to consult an attorney, CPA, or any other certified business professional.

Initial Costs:

Monthly Expenses:

ESTIMATED CAPITAL REQUIRED:

ESTIMATED MONTHLY EXPENSES:

| | | | |
|-----------------------------|-------------------|-----------------------------|-----------------|
| Training Class | (\$ _____) | Rent | \$ _____ |
| Security Deposit | (\$ _____) | Taxes | \$ _____ |
| First Months Rent | (\$ _____) | Insurance | \$ _____ |
| First Months T & I | (\$ _____) | Utilities | \$ _____ |
| First Months POS | (\$ _____) | Credit Card Fees: | \$ _____ |
| Business Op. APEC | (\$ _____) | Fuel Expenses: | \$ _____ |
| Business Op. Other | (\$ _____) | Average Monthly POP | \$252.00 ** |
| Inventory | (\$ _____) | Business Development | \$300.00 *** |
| Equipment | (\$ _____) | Maintenance | \$ _____ |
| Carwash | (\$ _____) | Cash Shortages | \$ _____ |
| Grand Opening | (\$3000.00) * | Payroll, T&I | \$ _____ |
| Fast Food Addition | (\$ _____) | Personal / SBA Loan Payment | \$ _____ |
| Utility Deposits | (\$ _____) | TOTAL PROJECTED | \$ _____ |
| Monthly Expenses Times .35 | (\$ _____) | | |
| TOTAL REQUIRED | (\$ _____) | | |
| Personal Funds | + \$ _____ | | |
| Personal / SBA Loan | + \$ _____ | | |
| TOTAL CASH AVAILABLE | \$ _____ | | |

* Prices and available funds may vary between brands.

** Monthly point of purchase advertising is available to all APEC dealers through Universal Screen Graphics in Brandon. Monthly, quarterly, and yearly packages are available, and are highly recommended for increased sales and promoting product awareness.

*** Business Development may include issuing coupons, sponsoring local charities and events, participating in marketing programs, or direct mail / newspaper advertising.



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Automated Petroleum & Energy Co., Inc.

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS

LOCATION _____ COMPANY ID NO. _____
(please print) (if applicable)

I hereby authorize Automated Petroleum & Energy Company, Inc. hereinafter called "Company" to initiate debit entries and credit entries and adjustments for any entries in error to my Checking Account indicated below and the depository named below, hereinafter called "Financial Institution", to debit and/or credit the same to such account.

FINANCIAL INSTITUTION _____ BRANCH _____

CITY _____ STATE _____ ZIP _____

TRANSIT/ABA NO. _____ ACCOUNT NO. _____
(a voided check must be attached)

This authority is to remain in full force and effect until COMPANY has received written notification from me of its termination in such time and in such manner as to afford COMPANY and FINANCIAL INSTITUTION a reasonable opportunity to act on it.

DATE _____ SIGNATURE _____
PRINT NAME _____
SIGNATURE _____
PRINT NAME _____

Attach Voided Check

AFFIDAVIT

State of Florida _____]
County of _____]

BEFORE ME, the undersigned authority personally appeared _____, who first being duly sworn, deposes and says:

1. I am over the age of eighteen and am competent to make this Affidavit.
2. I am in the process of entering into an agreement to purchase a business, a dealer contract and a lease (documents) with Automated Petroleum & Energy Company, Inc. (APEC), for a convenience store/gasoline station located at _____.
3. At no time prior to my execution of these documents did APEC represent to me that the sales/gallonage records for convenience store products and gasoline sales generated by any prior occupants of this location, whether APEC, its dealer or some third person, which records were subsequently given to me, were in fact accurate.
4. At no time did APEC represent or guarantee me that I would sell any certain dollar volume of convenience store items and/or gasoline on a monthly basis at this location.
5. I have not and am not relying upon any representation made by APEC concerning the profitability of this location in deciding to enter into the business acquisition documents, lease (including all addendums), dealer contract, and any related documents, but instead have relied upon the results of my own inspections, investigation and due diligence.
6. APEC has not in any way prevented me from conducting any independent inspections, investigation and due diligence regarding sales and profitability of this location which I deemed necessary prior to executing the documents in question.

FURTHER AFFIANT SAYETH NOUGHT.

Affiant

State of Florida _____]
County of _____]

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

Notary Public - State of Florida

(Seal)

GUARANTY

For value received, the undersigned endorses, guarantees, and promises to pay to **Automated Petroleum & Energy Company, Inc.** all amounts due or becoming due on the obligation of _____ evidenced by the terms and conditions set forth in the agreement attached hereto. The undersigned agrees **Automated Petroleum & Energy Company, Inc.** may proceed against the undersigned directly and independently, and the cessation of liability of _____ for any reason other than full payment, shall not affect the liability of the undersigned hereunder.

Witness

Witness

Print or Type Guarantor's Name

Guarantor's Signature

Address

() _____
Phone

I certify that at a meeting of the Board of Directors of _____ on _____, 20_____, at which a quorum was present and acting throughout, the following resolutions were adopted, that the resolutions have been entered upon the regular minute book of this corporation, are in accordance with the Articles of Incorporation and By-Laws, have not been modified or amended, and are now in full force and effect.

Resolved:

1. (Designate the number of signatures required and authorized signers by title or by name if untitled.) (Number of signatures required - Check appropriate block.)

One Two Three Other _____

That the following _____

of this corporation are hereby authorized to purchase and to obtain credit for this corporation from **Automated Petroleum & Energy Company, Inc.**, terms as may seem to them advisable and to make and deliver notes, drafts, acceptances, agreements and any other obligations of this corporation therefor, in form satisfactory to **Automated Petroleum & Energy Company, Inc.**, signed by _____ and as security therefor to pledge, withdraw, exchange and substitute any property of this corporation with full authority to endorse or guarantee the same in the name of the corporation, to execute and deliver all instruments and assignments, and to affix the corporate seal, and also to discount any bills receivable or paper of any kind (negotiable or otherwise) with full authority to endorse same in the name of this corporation.

2. That all authorizations contained herein shall continue in full force and effect until revoked or modified by written notice actually received by **Automated Petroleum & Energy Company, Inc.**, setting forth a resolution to that effect stated to have been adopted by the Board of Directors of this corporation and signed by the secretary or the assistant secretary of this corporation, and **Automated Petroleum & Energy Company, Inc.** is hereby authorized and directed to at all times rely upon the last resolution of which **Automated Petroleum & Energy Company, Inc.** has actual written notice as to the authorization contained therein and as to the persons who from time to time are its officers, and their signatures, when such notice is signed by one purporting to be the secretary or assistant secretary of this corporation.

I further certify that the forgoing resolutions are fully in accord with and pursuant to the Articles of Incorporation and By-Laws of this corporation.

I further certify that the following persons, whose genuine signatures appear below, are officers of this corporation in the capacity set opposite their respective signatures, to-wit:

President (Print or Type)

Vice-President (Print or Type)

Secretary (Print or Type)

Treasurer (Print or Type)

President Signature

Vice-President Signature

Secretary Signature

Treasurer Signature



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STATION INSURANCE

**PLEASE PRESENT THIS TO YOUR INSURANCE AGENT TO ENSURE
PROPER COVERAGE AS STATED IN ARTICLE 11 OF THE LEASE**

| | |
|------------------------------------|--------------------------------|
| ◇ LIABILITY | |
| Each occurrence | \$1,000,000.00 |
| Each person | \$ 500,000.00 (minimum req) |
| Property Damage | \$ 250,000.00 |
| ◇ GARAGEKEEPER | \$45,000.00 (where applicable) |
| ◇ FIRE, LEGAL LIABILITY | \$100,000.00 * |
| ◇ CAR WASH | \$25,000.00 (where applicable) |
| ◇ GLASS COVERAGE | |
| ◇ APEC AS NAMED ADDITIONAL INSURED | |

** Minimum amount. May vary depending on value of location.*

**AN UPDATED CERTIFICATE OF INSURANCE MUST BE SENT TO
AUTOMATED PETROLEUM & ENERGY COMPANY EACH YEAR**



LowerMyBills.com



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- 5% - 5.99%
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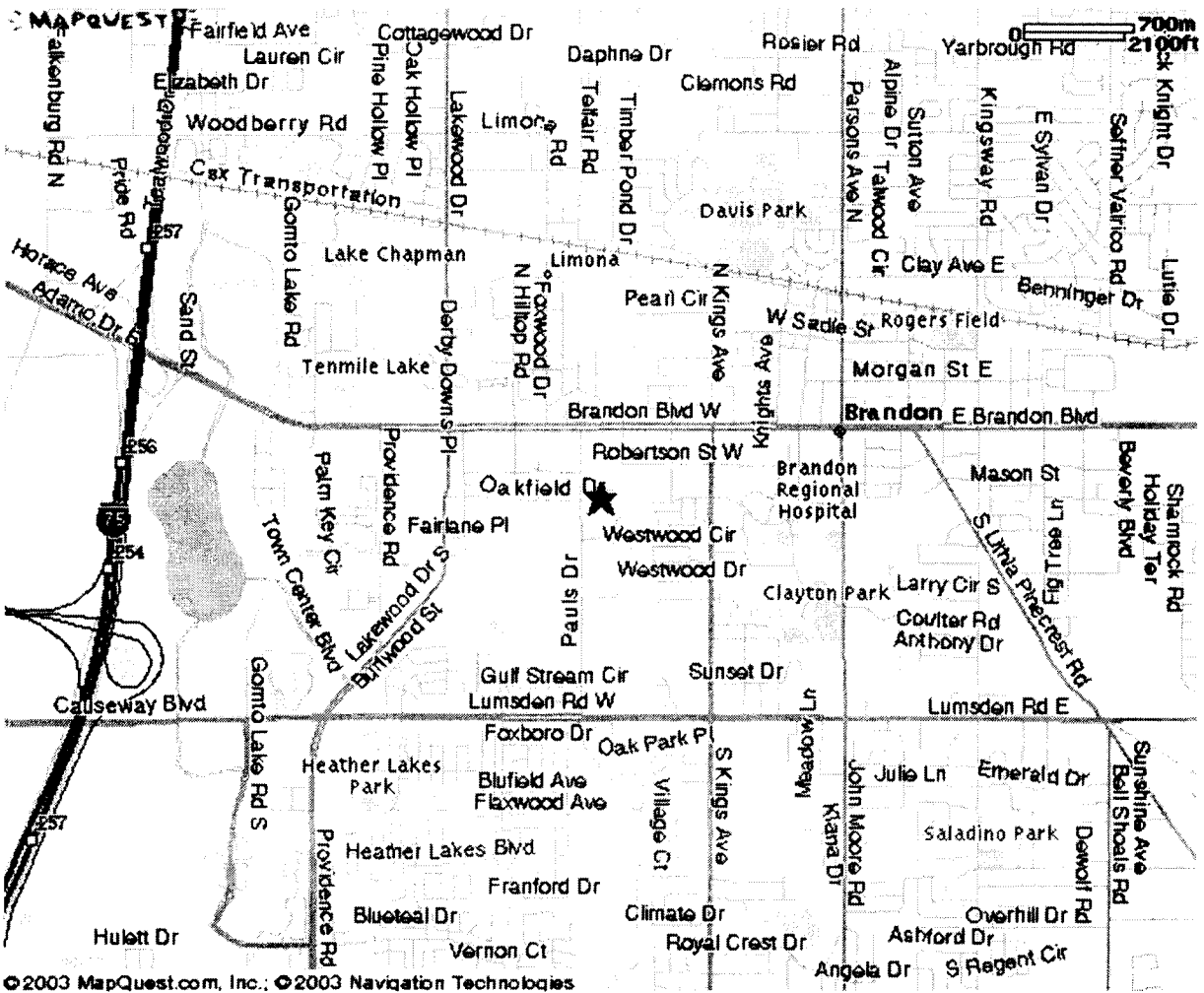
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Brandon FL
33511-4928 US

Notes:



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APEC Basic Training Sign-up & Guideline Form

*** All New Dealers Are Required To Attend ***

Station Name: _____

I, _____, agree to attend the APEC Basic Training School at my cost of \$750.00, which includes training materials and lunch. **This is a non-refundable deposit, although applicant can attend any session of APEC Training School within twelve (12) months of payment.** I also understand that I will not be receiving any incentives until I attend the school.

Class Date: _____

Attending: Yes No

Note: If dealer signing lease with APEC is not going to attend, APEC representative MUST approve!

APEC Representative: _____

Others attending: **NAME**

POSITION

| | |
|--|--|
| | |
| | |
| | |

C.I.A. form attached: Copy of training fee deposit attached:

APEC Training School Guidelines:

Basic Training currently (two weeks) Monday through Friday, 8:30 to 5:00 per session number attached.

Ruby Training currently (two days) Monday and Tuesday following basic training.

Note: You must make a score of 80 on your final training test to pass APEC Training, minus any points taken away for the following:

- Minus points for not wearing brand shirt
- Minus points for being late
- Minus points for not turning off cell phones and beepers
- Minus 10 points for missing a day

Note: 1) If minus 20 points is accumulated before final test, prospective dealer or representative will be asked to leave and attend a future session.

2) All trainees must complete training in one two-week session.

Prospective Dealer Signature: _____ Date: _____

Representative Signature: _____ Date: _____

Representative to forward this form to trainer no later than Friday 12:00 noon before training session.