



June 12, 2009

Mr. Ralph Moyal
President & CEO
The Retail Merchants' Association
10 Milner Business Court, Ste. 401
Scarborough, ON M1B 3C6

Thank you for allowing me to present the features and benefits of the Shell TRITON™ card for your Association.

The features of TRITON™ include:

- Access to over 2,000 Shell Commercial Access, Shell Aviation in Canada, Shell Service Stations across North America
- Access on-the-road services at Shell Rotella Express, Shell Select, and Jiffy Lube

Our Shell eTRAC Software allows you to:

- Control your card portfolio and create your own customized network
- Manage your drivers' PINs and assign or change driver prompts
- Set purchase and usage limits or inactivate cards immediately
- Track card usage in real time
- Generate and download the reports you need in the formats you require
- Collect AIR MILES® reward miles at participating service stations in Canada

We are pleased to offer your members a fuel discount of \$0.035 cents per litre off the posted pump price at any Shell Canada retail service station. This discount is effective as of the date of this letter. Please be advised that pricing might change at any time with market conditions.

To begin benefiting from the time and cost savings the TRITON™ Card provides please have your members complete the attached Shell Triton application form and return by fax at 801 395 8622, along with a copy of this letter. Should your members require help filling out the form please do not hesitate to contact me at 801 540 2879 and I will be glad to assist them.

Thank you for this opportunity to present the benefits of fueling needs with the Shell TRITON™ Card.

Best Regards,

Carl Szamosvari
Regional Manager
Shell Flying J Inc.
T: 801 540 2879
F: 801 395 8622
E: carl.szamosvari@tch.com



THE RETAIL MERCHANTS' ASSOCIATION OF CANADA (ONTARIO) INC.

10 Milner Business Crt, Suite 401, Scarborough, Ontario M1B 3C6

Tel. (416) 293-2100 Fax (416) 293-2103

E-mail: info@rmacanada.com **Website:** www.rmacanada.com

Shell Canada Triton Fuel Card Feature Sheet

Shell Fuel Discounts (gasoline or diesel)

- Fuel discount of \$0.035 cents per litre off the posted pump price at any Shell Canada retail service station. Pricing may change at any time with market conditions.
- Access to over 2000 Shell Commercial Access, Shell Aviation in Canada, Shell Service stations across North America

Shell eTrack Software allows you to:

- Control your card portfolio and to create your own customized network
- Manage your drivers' or employee PINs and assign or change driver prompts
- Set purchase and usage limits by dollar\litre or inactivate cards immediately
- Track card usage in real time
- Generate and download the reports you need in the formats you require
- Collect AIR MILES reward miles at participating Shell service stations in Canada

To take advantage of the cost savings the Triton Card provides, please complete the Shell Triton Application form in full, sign and return by fax to 801 395 8622 or call for assistance:

Mr. Carl Szamosvari

Regional Manager

Shell Flying J Inc.

Telephone: 801 540-2879

Fax: 801 395-8622

E-mail : carl.szamosvari@tch.com

2B Pre-Authorized Debit Signature

Authorized Signing Officer(s), Principal(s), Partner(s), or Proprietor(s)

By signing below, I am agreeing with you, Shell Canada Products, to everything written here and in the Terms and Conditions of the Pre-Authorized Debit Plan which forms part of this authorization.

Title _____
Name _____
Date _____

Signature _____

3 Sign the Application

Authorized Signing Officer(s), Principal(s), Partner(s), or Proprietor(s)

By signing below, I am agreeing with you, Shell Canada Products, to everything written here and in the Shell TRITON Card Terms and Conditions which forms part of this application.

Title _____
Name _____
Date _____

Signature _____

Do you have a letter of credit or a personal guarantee? No Yes

Will an officer of the company provide a letter of credit or a personal guarantee? No Yes

Shell TRITON Card Terms and Conditions

I consent to Shell Canada Products (and its partners and each of their respective affiliates, subsidiaries, successors and assigns) using, obtaining from, exchanging with or disclosing to third parties all information concerning the business applying, that has been or may hereafter be acquired in connection with this application for the purposes of conducting credit investigations, ensuring the accuracy of the information contained in this application, processing this application, entering into, administering, performing and enforcing any agreement or transaction in connection with the credit applied for in this application and providing account services for any credit card(s) issued to the business applying.

I understand that Shell Canada Products will share certain Business related information, such as transaction data and contact information, with the Retailer of the station to which the discount benefit of this product is linked.

I certify that the information in this application is true and confirm that I am duly authorized to complete this application on behalf of the business applying. I confirm that the credit card(s) will be used for business purposes only. I certify that I have read and accept these terms and conditions. I agree that the use of the credit card(s), constitutes acceptance of the card agreement which will accompany the credit card(s) when issued.

Pre-Authorized Debit Plan Terms and Conditions

In these terms and conditions, the following terms shall have the following meanings:

"Account" means your business account at the Financial Institution(s) chosen by you to be drawn under this authorization;

"Business PAD" means a pre-authorized debit drawn on your Account for payment of the full balance owing by you to Shell Canada Products in connection with your business or commercial activities;

"Financial Institution" means your financial institution(s) chosen by you and indicated in this Authorization as the financial institution payor;

"you" and "your" means the business applicant payor agreeing to participate in the Pre-Authorized Debit (PAD) plan indicated.

1. You agree to participate in this Business Pre-Authorized Debit plan and you authorize Shell Canada Products to draw, and your Financial Institution to honour and pay, Business PADs drawn on your Account at your Financial Institution for payment at the full balance owing by you to Shell Canada Products when due. You agree that any direction that you provide to draw a Business Pad, and any Business Pad drawn in accordance with this Authorization, shall be binding on you.
2. This Authorization is for business purposes only and relate to commercial activities with Shell Canada Products and not to personal or household activities.
3. You may revoke this Authorization at any time by delivering written notice of revocation to Shell Canada Products at least 10 business days prior to the next due date of a Business PAD. The contact information for Shell Canada Products is 400 – 4th Avenue SW, PO Box 100, Station M, Calgary, AB, T2P 2H5, attention: Commercial Fleet Solutions. You acknowledge that as this Authorization applies only to method of payment, any revocation of this Authorization by either you or Shell Canada Products does not amend, terminate, nullify or make void any contract that exists between you and Shell Canada Products.

4. You agree that your Financial Institution is not required to verify that any Business PAD has been drawn in accordance with this Authorization including amount, frequency and fulfillment of any purpose of any Business PAD.
5. You agree delivery of this Authorization to Shell Canada Products constitutes delivery by you to your Financial Institution. You agree that Shell Canada Products may deliver this Authorization to its financial institution. You consent to the disclosure by Shell Canada Products to its financial institution of any personal and business information contained in this Authorization that is directly related to and necessary for the proper application of the Rules of the Canadian Payments Association ("CPA") Applicable to the Province of Quebec only: Such consent constituting the consent required under the legislation pertaining to the protection of personal information in the private sector. (L.R.Q.c.P39.1)
6. You agree to waive the notice requirements under the Rules of the CPA, whichever is applicable: (a) with respect to fixed amount Business PADs, the 10 calendar days written notice (to be given before the due date of the first Business PAD and prior to each and every change in the amount or payment(s) date) of the amount to be debited and the due date(s) of debiting; (b) with respect to variable Business PADs, the 10 calendar days written notice (to be given before the due date of every Business PAD) of the amount to be debited and the due date(s) of debiting (c) with respect to Business PAD plans that provide for the issuance of a Business PAD in response to your direct action (such as, but not limited to, a telephone instruction) requesting Shell Canada Products to issue a Business PAD in full or partial payment of a billing received by you, the 10 calendar days written notice.
7. You may dispute a Business PAD by providing a signed declaration to your Financial Institution that: (a) the Business PAD was not drawn in accordance with this Authorization; (b) this Authorization was revoked in compliance with Article 3 above or (c) confirmation of an electronic PAD agreement was not received by you within 15 days of submitting such. You acknowledge that in order to obtain reimbursement from your Financial Institution for the amount of a disputed Business PAD, you must sign a declaration to the effect that either (a) or (b) above took place and present it to your Financial Institution up to and including but not later than 10 business days after the date on which the disputed Business PAD was posted to your Account. You acknowledge that after this 10 day period, you shall resolve any dispute regarding a Business PAD solely with Shell Canada Products and that your Financial Institution shall have no liability to you respecting any such Business PAD.
8. You warrant that all information about your Account is accurate and you shall notify Shell Canada Products, in writing, of any change in your Account information provided in this Authorization at least 10 business days prior to the next due date of a Business PAD. In the event of any such change this Authorization shall continue in respect of any new account to be used for Business PADs.
9. You warrant and guarantee that all persons whose signatures are required to sign on the Account have signed this Authorization.
10. You agree to comply with the rules of the CPA, or any other rules or regulations which may affect the services described herein, as may be introduced in the future, or are currently in effect. You agree to execute any further documents which may be prescribed from time to time by the CPA in respect of the services described herein.
11. You covenant that you have read and understood and agree to all terms and conditions described in this authorization.
12. (Applicable in the Province of Quebec only) You covenant that you have obtained a legal opinion from a legal counsel of your choice with respect to the implications of your execution of this Authorization prior to agreeing to this Authorization. You and Shell Canada Products herein acknowledge that each has requested and consented to have this Agreement and all documents and correspondence ancillary thereto drafted in English only. Les parties aux présentes reconnaissent qu'elles ont demandé et accepté que la présente convention ainsi que tous les documents et toute la correspondance connexes soient rédigés en anglais seulement.