

ADDENDUM TO TCH AND TCH EXPRESS FUEL AGREEMENT

As an addendum to the TCH and/or TCH EXPRESS FUEL agreement between **TCH LLC** and \_\_\_\_\_ (hereinafter referred to as "Customer"), TCH LLC and Customer hereby agree as follows:

In the event Customer shall establish and/or use an in-house charge account with TCH LLC or any Operator, Customer agrees to be bound by and comply with all agreements, covenants, terms and provisions contained in the TCH or TCH EXPRESS FUEL Agreement to which this addendum is appended as though each provision contained in the Agreement applies specifically to the in-house charge account. Where reference is made throughout the Agreement to TCH or TCH EXPRESS FUEL Credit Cards or TCH or EXPRESS FUEL Credit Program, the references shall be deemed to include any and all in-house charge accounts established for and used by the customer. In the event TCH LLC or an Operator shall extend in-house credit to Customer, the Customer agrees to pay all sums charged by persons who customer authorizes to purchase on an in-house credit account or for which Customer receives the benefit together with interest accruing on such unpaid sums. Customer shall establish a general procedure for each transaction whereby TCH LLC or Operator shall obtain Customer's authorization for each sale on Customer's in-house charge account. The authorization procedures established by customer shall be attached to this addendum as Exhibit A within ten (10) days of the date Customer executes the Addendum, but prior to the date customer allows any charge to be made on the in-house account. The foregoing notwithstanding, Customer agrees to indemnify, defend and hold harmless TCH LLC and its operators from and against any and all losses suffered or sustained by TCH LLC or Operator as a result of extending credit to Customers as herein specified; provided, however, that Customers shall not indemnify, sustained as a result of sales to unauthorized persons where TCH LLC or Operator has failed to make a good faith effort to follow Customer's authorization procedures.

Dated \_\_\_\_\_

CUSTOMER

**TCH LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS

\_\_\_\_\_