

**KWIK TRIP KWIK CARD AGREEMENT
(EFFECTIVE DATE 07/01/08)**

This Kwik Card Agreement has been sent to you in response to your Kwik Card Application to open a new Kwik Card Account. Please read this Kwik Card Agreement thoroughly before you sign or use the enclosed Card(s). By using the Kwik Card you will be agreeing with Kwik Trip, Inc. (Kwik Trip) to everything written here. If you agree to be bound by this Kwik Card Agreement, you do not need to notify Kwik Trip. This Kwik Card Agreement will become effective upon the earlier of the first use of the Kwik Card or your Kwik Card Account (please sign the Kwik Card before using it), or to the extent not prohibited by law, 15 days after Kwik Trip mails you the Kwik Card if you do not return it, cut in half. If you do not wish to be bound by the Kwik Card Agreement, do not sign, use or allow anyone else to use the Kwik Card or Kwik Card Account; immediately cut the Kwik Card in half and return it to Kwik Trip.

DEFINITIONS: The words **KWIK CARD ACCOUNT** refer to the credit account governed by this Kwik Card Agreement. The words **KWIK CARD APPLICATION** refer to the Credit Application for the Kwik Card Account. The words **KWIK TRIP** (except as otherwise specified) refer to Kwik Trip, Inc. The words **KWIK CARD** refer to the one or more credit cards issued by Kwik Trip under this Kwik Card Agreement, including any renewal or replacement cards. The words **OUTSTANDING BALANCE** refer to the entire balance owing on your Kwik Card Account. The word **SELLER** refers to Kwik Trip, Inc. The words **MINIMUM PAYMENT** refer to the smallest payment you may make when your Kwik Card Account has an Outstanding Balance. The words **BILLING PERIOD** refer to the time period covered by a monthly statement. The words **YOU** and **YOUR** refer to the one or more individuals who have signed the Kwik Card Application (including the primary applicant and any co-applicant) and anyone who you allow to use this Kwik Card Account. The words **ANNIVERSARY DATE** refer to the date that Kwik Trip opened an account for you.

YOUR KWIK CARD ACCOUNT:

Credit Limit. The credit limit on your Kwik Card Account is disclosed on each monthly statement. Also, if the Kwik Card is being mailed with this Kwik Card Agreement, the credit limit is disclosed in the jacket accompanying the Kwik Card. You agree not to use or allow the use of the Kwik Card or your Kwik Card Account in any way that would cause the Outstanding Balance to exceed the credit limit. (However, you will be liable for the full Outstanding Balance, including without limitation, any amount in excess of the credit limit). You may request a change in the credit limit by writing to the address shown on your monthly statement or by calling (888) 736-5945.

Signature Panel. For your protection, the back of the Kwik Card contains a signature panel. Kwik Trip reserves the right to refuse to honor unsigned Kwik Cards.

Kwik Card is Kwik Trip's Property. The Kwik Card is the property of Kwik Trip and must be returned to Kwik Trip if Kwik Trip so requests.

Expiration. The Kwik Card will not be valid after the expiration date printed on the front of the Kwik Card, and it must not be used after that date.

Renewal and Replacement Cards. By entering into this Kwik Card Agreement, you are requesting, subject to your right to close your Kwik Card Account (as explained in the section entitled Closing Your Kwik Card Account), that Kwik Trip continue to issue a renewal or replacement Kwik Card before each current Kwik Card expires. Kwik Trip will continue to issue renewal or replacement Kwik Cards until Kwik Trip revokes your right to use the Kwik Card or until your Kwik Card Account is closed.

Additional Cards. You may request additional Kwik Cards at no additional cost for members of your family or for others you authorize to use your Kwik Card Account. You are responsible for each additional Kwik Card as explained in the following section.

RESTRICTIONS ON AND LIABILITY FOR USE OF KWIK CARD AND KWIK CARD ACCOUNTS: Each use of your Kwik Card Account is subject to the unused amount of available credit on the credit limit. You will be responsible for all charges to your Kwik Card Account made by you or by the individual named on the Kwik Card or by any person to whom you or the individual named on the Kwik Card has voluntarily relinquished physical possession of the Kwik Card. You will be liable for all charges incurred by that person to the extent allowed by applicable law.

HOW TO USE THE KWIK CARD AND YOUR KWIK CARD ACCOUNT: Subject to the restrictions described in the preceding section, the Kwik Card and your Kwik Card Account may be used to charge any purchase made from the Seller. (Except as used in "Your Billing Rights" notice later in the Kwik Card Agreement, the word "PURCHASE" shall include any lease or rental.)

YOUR LIABILITY FOR UNAUTHORIZED USE: If you disclose your i.d. # or driver i.d. number to any person(s), you assume all risks and losses for transactions made with such disclosure. If the Kwik Card is lost or stolen, or if you think that someone may have used your Kwik Card or Kwik Card Account without your permission, you agree to notify Kwik Trip immediately by calling (800) 305-6666 or by writing to Kwik Trip, Inc., P.O. Box 1597, La Crosse, Wisconsin 54602-1597. After you have notified Kwik Trip, if the Kwik Card that you thought was lost or stolen is subsequently found or returned, do not attempt to use the card; cut it in half and return it to Kwik Trip. You will not be liable for unauthorized use that occurs after you notify Kwik Trip of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50 for unauthorized charges incurred prior to notification.

YOUR PROMISE TO PAY: You promise to pay to Kwik Trip, by United States currency, valid check or money order, according to the terms of this Kwik Card Agreement, the full Outstanding Balance (including without limitation any amount in excess of the credit limit).

MONTHLY STATEMENTS: Kwik Trip will send you a monthly statement summarizing each transaction on your Kwik Card Account during the preceding Billing Period. Your monthly statement will also show the new Outstanding Balance, the amount past due, the Minimum Payment due, and the payment due date, which will be 20 days from the monthly statement closing date. Please examine your monthly statement carefully when you receive it. Preservation of your rights under federal law regarding resolution of billing errors depends upon your timely recognition of potential errors, as explained in "Your Billing Rights" notice at the end of the Kwik Card Agreement.

ANNUAL FEE: No Annual Fee is charged for your Kwik Card Account.

YOUR PAYMENT AGREEMENT: You agree to pay at least the Minimum Payment shown on your monthly statement by the payment due date. Your payments will be used first to pay Finance Charges, if any, and then to pay any remaining balances. You may, at any time, pay the total amount owing on your Kwik Card Account.

MINIMUM MONTHLY PAYMENTS: The Minimum Payment shown on your monthly statement will be calculated as follows: If the Outstanding Balance is less than \$10.00, the Minimum Payment is equal to the entire Outstanding Balance. If the Outstanding Balance is \$10.00 or more, the Minimum Payment will be the greater of: (i) 10% of the Outstanding Balance (rounded to the next highest whole dollar), plus any delinquent portion of any prior payment(s); or (ii) the amount of the Outstanding Balance that exceeds your credit limit plus 10% of the Outstanding Balance plus any delinquent portion of any prior payment(s).

ANNUAL PERCENTAGE RATE: Periodic Rate and Annual Percentage Rate. The monthly Periodic Rate is 1.50, which translates to an **ANNUAL PERCENTAGE RATE** of 18%.

FINANCE CHARGE: A Finance Charge is the amount Kwik Trip adds to your Kwik Card Account for allowing you to pay Kwik Trip for only a part of your Outstanding Balance each month. Kwik Trip figures your Finance Charge by multiplying the average daily balance (defined below) of your Kwik Card Account by the Periodic Rate.

AVERAGE DAILY BALANCE: To calculate the "average daily balance" Kwik Trip takes the beginning balance of your Kwik Card Account each day, adds any new purchases (except residents of Minnesota, new purchases posted to your account during this period will be excluded for purposes of calculating the "average daily balance"), and subtracts any payments or credits. This gives Kwik Trip the daily balance. Then, Kwik Trip adds up all of the daily balances for the Billing Period and divides the total by the number of days in the Billing Period. This gives Kwik Trip the "average daily balance".

WHEN FINANCE CHARGES BEGIN TO ACCRUE: Kwik Trip will not add a Finance Charge for any Billing Period for which both previous and current Outstanding Balances are paid in full by their respective due dates (20 days from the date the monthly statements are issued); otherwise a Finance Charge will begin to accrue on each purchased item from the date the charge is posted to your Kwik Card Account (except for Minnesota where the Finance Charge will begin to accrue on each purchased item from the beginning of the next Billing Period after the charge is posted to your Kwik Card Account).

MINIMUM FINANCE CHARGE: Notwithstanding the foregoing, you agree to pay a minimum **FINANCE CHARGE** of \$.50 for each Billing Period ending with an Outstanding Balance.

OTHER CHARGES: Subject to the law in your state of residence, you agree to pay (through a charge added to your account balance) a returned check fee of \$30.00 for each payment item that is returned to Kwik Trip unpaid for any reason. A late fee of \$20.00 will be assessed and added to your account if Kwik Trip does not receive the minimum payment on or before the due date specified on your statement.

Kwik Rewards Program:

Kwik Rewards Rebate:

Upon your charging at least \$100 during a calendar year to your Kwik Card account, Kwik Trip will begin to issue the Kwik Rewards Rebate certificates to you after the first full quarter following your anniversary date and at the end of each quarter thereafter (January-March, April-June, July-September, October-December). The Rewards certificates will be mailed to you in April, July, October and January. The Kwik Rewards Rebate certificates will be mailed to you when your rebate amount has reached \$5.00 and will be issued in increments not exceeding \$30.00. If your earned rebate amount is less than \$5.00, the rebate will remain on your account until you have reached at least \$5.00. If you should close your account prior to your rebate amount reaching \$5.00, the rebate will be mailed to you at the end of the quarter following the closing date on your account. Kwik Trip will issue the Kwik Rewards Rebate in an amount equal to 3 cents per gallon on all fuel purchases charged to your Kwik Card account and 10% on certain in-store purchases, excluding certain items subject to statutory minimum mark-up requirements, or which are otherwise prohibited by law from earning such rewards or other items at Kwik Trip's discretion. The Kwik Rewards Rebate certificates will be redeemable for merchandise at any Kwik Trip, Kwik Star, Hearty Platter or Tobacco Outlet Plus location. A Kwik Rewards Rebate will not be given and will be forfeited for any quarter that you are in default as explained in the "Default and Remedies" section of the Kwik Card Agreement. The Kwik Rewards Rebate will need to be redeemed prior to the expiration date listed on the rebate. Rebates cannot be used to pay your Outstanding Kwik Card Balance.

Kwik Rewards Fund Raising Designation: Based on the same requirements of the Kwik Rewards program, you have an option to support your favorite charity, group or organization by designating that charity, group or organization to receive a donation check from Kwik Trip in lieu of your Kwik Rewards Rebate. By selecting this option, you will no longer receive the Kwik Rewards Rebate, and instead the amount of Kwik Rewards that you earn will be given to the group or charity of your choice. If Kwik Trip receives a minimum of five Kwik Rewards Designations from you and other customers naming that particular charity, group or organization as the recipient of Kwik Rewards, it will be eligible to receive a donation check from Kwik Trip pursuant to this program. In addition, Kwik Trip, Inc. will make an additional donation of **5%** of your total in-store credit purchases, excluding certain items subject to statutory minimum mark-up requirements, or which are otherwise prohibited by law from earning such rewards, to this same charity, group or organization. Donations will be issued only on behalf of accounts not in default as explained in the Default and Remedies section of the Kwik Card Agreement at the time of the issuance of such donations. Fund raising designations may be changed one time per year during January of each calendar year after the quarterly distribution of the previous year has been distributed. Kwik Trip shall issue the donation check to the designated charity, group or organization on a quarterly basis. If less than five (5) customers designate a particular charity, group or organization at the time the rebate is paid quarterly, Kwik Trip will issue a Kwik Rewards Rebate to you rather than issuing a check to the charity, group or organization.

FINANCIAL AND CREDIT INFORMATION:

Financial Statements. Kwik Trip may need updated financial information from you at some time in the future. If Kwik Trip asks, you agree to furnish a current financial statement or to update the Kwik Card Application.

Credit Reports. You hereby authorize Kwik Trip to make whatever credit inquiries or investigations about you that Kwik Trip deems appropriate and to disclose to others credit information about your Kwik Card Account and your performance under this Kwik Card Agreement. Kwik Trip may ask credit bureaus for reports of your credit history. At your request, Kwik Trip will tell you whether or not Kwik Trip has requested such reports and will tell you the names and addresses of the credit bureaus furnishing the reports.

IF YOU CHANGE YOUR NAME AND ADDRESS: You agree to promptly notify Kwik Trip, either by calling (800) 305-6666 or, in writing, if you change your name, home address or mailing address.

CLOSING YOUR KWIK CARD ACCOUNT: You may close your Kwik Card Account at any time without cause by calling us at 1-800-305-6666. When your Kwik Card Account is closed or credit privileges are suspended (whether by you or by Kwik Trip), your right to use the Kwik Card, to make charges to the Kwik Card Account and/or to receive rebates will automatically be terminated; however, all other provisions of this Kwik Card Agreement shall remain in full force and effect until the Outstanding Balance and any other charges provided for in this Kwik Card Agreement or applicable law are paid in full.

DEFAULT AND REMEDIES: You will be in default under this Kwik Card Agreement if the Minimum Payment is not received at the proper address by the payment due date shown on your monthly statements, you make a payment to us that is not honored by your bank or if you fail to honor any other covenant or obligation under this Kwik Card Agreement which materially impairs your ability to pay amounts due under this Kwik Card Agreement. At any time after this Kwik Card Agreement is in default, Kwik Trip may suspend your credit privileges and Kwik Trip, at its option, may declare all amounts due hereunder immediately due and payable, unless notice and an opportunity to cure is required by Wis. Stat. 425.105, and, in that event, such amounts shall become payable if such default is not cured as provided in the statute within 15 calendar days after mailing of such notice to you.

You agree to pay Kwik Trip all costs and expenses of collection that Kwik Trip incurs, to the extent not prohibited by law. Kwik Trip may limit or cancel your accounts. If Kwik Trip does this, you must still pay Kwik Trip any existing balance.

INTERPRETATION, EFFECT AND AMENDMENT OF THIS KWIK CARD AGREEMENT: Duration. Except for your right to use the Kwik Card and to make charges to your Kwik Card Account (which right expires when your Kwik Card Account privileges are suspended or the account is closed), all other provisions of this Kwik Card Agreement shall remain in full force and effect until your Kwik Card Account is closed and the Outstanding Balance and any other charges provided for in this Kwik Card Agreement or applicable law are paid in full.

Headings. The headings used in this Kwik Card Agreement are for convenience only and shall have no bearing on the interpretation of this Kwik Card Agreement.

Severability. The provisions of this Kwik Card Agreement are severable to the extent that any provision hereof held to be prohibited or unenforceable in any jurisdiction shall not invalidate the remainder of this Kwik Card Agreement in the jurisdiction and shall be fully enforceable in any other jurisdiction not expressly prohibiting such provisions.

Delay in Enforcement. Kwik Trip may exercise its rights under this Kwik Card Agreement immediately, or, at Kwik Trip's sole discretion, may delay in enforcing or decline to enforce any such rights without losing, waiving, or impairing them.

Assignment and Binding Effect. You may not sell, assign, or transfer this Kwik Card Agreement or your Kwik Card Account or any portion thereof without the express prior written consent of Kwik Trip. Kwik Trip may sell, assign or transfer this Kwik Card Agreement or your Kwik Card Account or any portion thereof. Subject to the foregoing, this Kwik Card Agreement shall be binding upon the heirs, representatives, successors and assigns of the parties hereto.

Amendment. You agree that Kwik Trip may from time to time change the terms of this Kwik Card Agreement, to the extent and in the manner provided by applicable law.

Conflict Between This Kwik Card Agreement and Other Documents. With regard to the interpretation and enforcement of this Kwik Card Agreement, in the event of any conflict between this Kwik Card Agreement and any other document relating to any transaction with the Seller, this Kwik Card Agreement will govern.

IF YOU NEED FURTHER INFORMATION: If you have a question about this Kwik Card Agreement, or if you want further information, you may call Kwik Trip at (800) 305-6666.

YOUR BILLING RIGHTS -- KEEP THIS NOTICE FOR FUTURE USE: This notice contains important information about your rights and Kwik Trip's responsibilities under the Fair Credit Billing Act.

NOTIFY KWIK TRIP IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR MONTHLY STATEMENTS: If you think your monthly statement is incorrect, or if you need more information about a transaction shown on your monthly statement, write to Kwik Trip as soon as possible on a separate sheet of paper at P.O. Box 1597, 1626 Oak Street, La Crosse, Wisconsin 54602-1597. Kwik Trip must hear from you no later than 60 days after Kwik Trip sent you the first monthly statement on which the error or problem appeared. You can telephone Kwik Trip, but doing so will not preserve your rights. In your letter, give Kwik Trip the following information:

- Your name and Kwik Card account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.
- Your signature and the date.

YOUR RIGHTS AND KWIK TRIP'S RESPONSIBILITIES AFTER KWIK TRIP RECEIVES YOUR WRITTEN NOTICE: Kwik Trip must acknowledge your letter within 30 days, unless Kwik Trip has corrected the error by then. Within two complete billing cycles, Kwik Trip must either correct the error or explain why Kwik Trip believes the monthly statement was correct.

After Kwik Trip receives your letter, Kwik Trip cannot try to collect any amount you question or report you as delinquent. Kwik Trip can continue to bill you for the amount you question, including finance charges, and Kwik Trip can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while Kwik Trip is investigating, but you are still obligated to pay those parts of your monthly statement that are not in question.

If Kwik Trip finds that it made an error on your monthly statement, you will not have to pay any finance charges related to any questioned amount. If Kwik Trip did not make an error, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, Kwik Trip will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that Kwik Trip believes you owe, Kwik Trip may report you as delinquent. However, if Kwik Trip's explanation does not satisfy you and you write to Kwik Trip within 25 days stating that you still refuse to pay, Kwik Trip must tell anyone Kwik Trip reports you to that you have a question about your monthly statement and Kwik Trip must provide you the name of anyone Kwik Trip reported you to. Kwik Trip must advise anyone Kwik Trip reports you to that the matter has been settled between you and Kwik Trip when it finally is.

If Kwik Trip doesn't follow these rules, Kwik Trip cannot collect the first \$100.00 of the questioned amount, even if your monthly statement was correct.

FORUM SELECTION CLAUSE

This agreement and the rights of the parties hereunder will be governed by, interpreted, and enforced in accordance with the laws of the State of Wisconsin. Regardless of any present or future domicile of any party hereto, each party hereby submits to the jurisdiction and venue of the La Crosse County District Court, State of Wisconsin, for the purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. Each party hereby irrevocably agrees that all claims in respect of such action or proceedings may be heard and determined in any such court and irrevocably waives any objection it may now or hereafter have as to the jurisdiction or venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum.

SPECIAL RULE FOR CREDIT KWIK CARD PURCHASES: If you have a problem with the quality of property or services that you purchased with your Kwik Card and you have tried in good faith to correct the problem with Kwik Trip, you may have the right not to pay the remaining amount due on the property or services.

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.