

PLACE
STAMP
HERE

PETROCON CORPORATION

P.O. BOX 410

FREDERICK - MD, 21705-0410

“JOIN THE CLUB”

Membership Includes:

- National Oil Program
- National Antifreeze Program
- National Tire Program
- National Equipment Rental Program
to be rolled out in 2Q/11!
- Utility Expense Management Program
- Wireless Expense Management Program



PETROCON
CONSUMERS BUYING GROUP

CONEXPO-CON/AGG 2011

“JOIN TODAY...
\$SAVE TOMORROW”

The advertisement features a black and white photograph of a construction worker wearing a hard hat with a headlamp. Below the photo are six icons representing different services: a flame, a target, a lightning bolt, a smartphone, a flame with a dollar sign, and a flask. The Petrocon logo is at the top, and the CONEXPO-CON/AGG 2011 logo is in the upper right corner.



PETROCON CORPORATION

P.O. BOX 410 - FREDERICK - MD, 21705

Toll Free: 866-548-8750 - Fax: 301-560-5545

Direct: 301-663-8906, x110 - Cell: 301-730-0114

E-mail: jdgirov@petrocon.org

www.petrocon.org

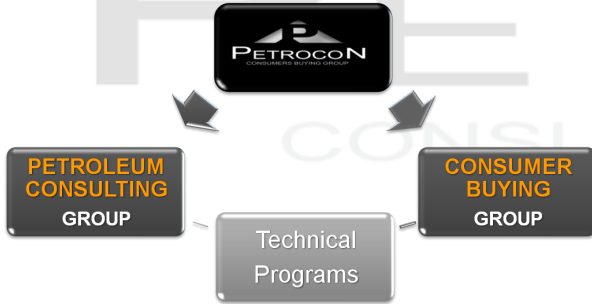




Our Commitment::

“Our mission is to represent the consumer to offer the best procurement solutions possible and to extract as much value from the products and services provided in our offering.”

Our programs include industry leading Technical Programs and Training Programs to provide cost saving solutions. These programs are designed to protect your assets and improve operating efficiencies.



PETROCON EQUIPMENT RENTAL PROGRAM

Rent equipment nationally with our endorsed equipment rental program. National account benefits included and wholesale pricing platforms yield savings and service unparalleled in the industry. Coming 2Q11!

NATIONAL OIL PROGRAM



Implement a national account oil program to buy the most efficiently and most economical way possible. All lubricants and greases are available to you in all bulk and package sizes. Typical savings is \$1 to \$2 per gallon.

NATIONAL TIRE PROGRAM



Buy effectively through our national tire program. This program provides tires and tire services throughout the U.S. with national account pricing as a Petrocon member. Typical savings is 20%.

PETROCON CHEMICAL



National Antifreeze Program with the largest coolant supplier in the world. Buy most effectively, all coolant technologies with training available to keep your engines running most efficiently. Look for our windshield wash, brake cleaners, carb cleaners, penetrating chemicals to be available nationally. Typical savings is 20%.

PETROCON ENERGY



Our program puts you in the most competitive position possible, buy electric right from the grid or natural gas right from the pipeline through our member co-op program. Only 1 month electric &/ gas bill needed for complete savings pro-forma. Typical savings is 10-20%.

PETROCON CELLULAR



Our co-op wireless expense management program offers selected members up to 40% savings on your monthly cellular bill. 3 months of cellular bills (.pdf format required) will provide a complete savings pro-forma. Typical savings is 20-40%.

JOIN THE CLUB

PLEASE FILL OUT THE FOLLOWING AND MAIL TO US, OR **FAX TO: 301-560-5455**

WE WILL THEN CONTACT YOU TO COMPLETE EASY ENROLLMENT!



COMPANY NAME

NAME & TITLE

PHONE

CELL

FAX

EMAIL



RETURN ADDRESS:

PETROCON CORPORATION
 P.O. BOX 410
 FREDERICK, MD 21705-0410

RETURN FAX NUMBER:

301-560-5455
 Ph: 301-663-8906, x110
 EMAIL: jdgiiov@petrocon.org

PETROCON CREDIT & ENROLLMENT FORM

NOTE: To qualify for a Commercial Account, companies in business less than six months will require authorization to review personal credit.

Company Name (Full Legal Name)			Billing Name (if different from Company Name)		
Doing Business As (D.B.A.)			Billing Address		
Company Address			Billing City		State, Zip (Postal Code)
City	State	Zip (Postal Code)	Billing District (County)		
District (County)			Billing Phone		Billing Fax
Post Office Box	State	P.O. Box Zip	Billing E-Mail Address		
Phone	Fax		Parent Company (If Applicable)		
E-Mail Address (General Correspondence)			Parent Company Phone		Parent Company Fax

THE FOLLOWING INFORMATION MUST BE PROVIDED. INFORMATION WILL REMAIN CONFIDENTIAL.

Check One:	Partnership / Ltd. Partnership	Proprietorship	Other (Please Specify)	Federal ID Number or Social Security Number
	Corporation	Government		
How Long In Business	Type of Business	Dun & Bradstreet Number	Credit Account (Annual Purchase Amount)	C.O.D. Request

CUSTOMER CONTACT LIST Example: accounts payable, shipping and receiving manager, officers etc.

Name	Department	Function	Phone
Name	Department	Function	Phone
Name	Department	Function	Phone

We certify that all the information on this form is correct. We fully understand your credit terms and agree to make prompt payment in consideration of credit extended, as provided on Petrocon Products invoices. If credit is established, Petrocon reserves the right to adjust or revoke this line of credit at any time. We further agree to pay all reasonable costs for collection and legal fees, except to the extent prohibited by applicable law. In addition, you are authorized to check our credit history and to answer questions about your credit experience with us. We understand that if our account becomes past due, interest shall accrue on the unpaid balance from such time until fully paid at the lesser of 1.50 % per month (which is 18% per annum), or the maximum rate permitted by law, and we agree to be liable for such interest. We understand that product pricing is also dependant upon timely payments, failure to comply to terms will result in loss of price discounts, and may result in a 15% immediate price increase. We agree that any attempts to collect debts will be lawfully abiding and litigated in Frederick County, MD.

CUSTOMER SIGNATURE (Owner or Officer only)	Print Name & Title	Date
X	X	X

PETROCON CORP USE ONLY			
Account Number		Account Name and Address	
Credit Line Approved: \$ _____	Approved _____	Declined _____	D & B Rating: _____
Authorized Signature _____		Date _____	

(PLEASE RETURN ATTACHED TAX CERTIFICATE IF APPLICABLE)



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P.O. BOX 410
FREDERICK, MD 21705-0410

RETURN FAX NUMBER:
301-560-5455
Ph: 301-663-8906, x110
EMAIL: jdgiov@petrocon.org

**PETROCON CORPORATION - ENROLLMENT APPLICATION
GOODYEAR NATIONAL ACCOUNT PROGRAM**

PROFILE - REQUIRED:

MEMBER ID # (TO BE ASSIGNED BY PETROCON) _____

LEGAL BILLING NAME _____

BILLING & PHYSICAL ADDRESS _____

CITY, STATE & ZIP CODE _____

PHONE _____

FAX _____

ANNUAL TIRE & SERVICE PURCHASES \$ _____

CONTACT - ACCOUNTING _____

EMAIL ADDRESS _____

SIGNATURE & TITLE - REQUIRED _____

THE EQUAL CREDIT OPPORTUNITY ACT (ECOA) PROHIBITS CREDIT GRANTORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS OR AGE PROVIDED THE APPLICANT HAS THE CAPACITY TO CONTRACT. THE FEDERAL TRADE COMMISSION ADMINISTERS COMPLIANCE WITH ECOA.

REQUIRED INFORMATION:

- 1) MUST ATTACH SIGNED COPY OF NATIONAL ACCOUNT PURCHASE AGREEMENT
- 2) ARE YOU SALES TAX EXEMPT YES _____ NO _____

IF YES, PLEASE FAX OR E-MAIL A COPY OF YOUR EXEMPTION CERTIFICATE TO CONTACT BELOW

METHOD OF RECEIVING INVOICES

- 1) RETRIEVE INVOICES FROM OUR FREE WEB-SITE WWW.TIRE-HQ.COM
- 2) RECEIVE INVOICES VIA EMAIL. PROVIDE HERE: _____

ALL QUESTIONS PERTAINING TO PRODUCTS, PROGRAM OR REQUIRED DOCUMENTS, PLEASE CONTACT:

WALT RICHARDS, NATIONAL FLEET MANAGER
EMAIL: WRICHARDS@GOODYEAR.COM
PHONE: 253-737-4343 / FAX: 253-926-2692

JOSEPH GIOVINAZZO, PRESIDENT-PETROCON
EMAIL: jdgiov@petrocon.org
PH: 301-663-8906, X110 / FAX: 301-560-5455

PAYMENT TERMS:

ALL PURCHASES BY MEMBERS ARE TO BE PAID WITH AMERICAN EXPRESS, VISA OR MASTERCARD. THE CARD MUST BE PRESENTED AT POINT OF SALE.

NATIONAL ACCOUNT PURCHASE AGREEMENT

(this "Agreement") between The Goodyear Tire & Rubber Company, an Ohio corporation having a place of business at Akron, Ohio, 44316 ("Seller"), and

located at _____ ("Buyer").

In consideration of their mutual promises, obligations and undertakings set forth herein, the parties hereby agree as follows:

1. Seller agrees, subject to availability from Seller or its participating authorized supply points, to sell to Buyer, subject to Seller's standard warranty, and Buyer agrees to buy, the following items of Seller merchandise and services under terms and conditions set forth herein: automobile and truck tires and related mechanical services. **Seller's standard warranty is in lieu of all other warranties, including any warranty of merchantability or fitness for a particular purpose.**

2. The items covered by this Agreement may be delivered to the Buyer (or authorized representative) by any authorized Seller supply point upon presentation of identification and authority to buy satisfactory to Seller or such supply point. Purchases under this Agreement are for application to Buyer's owned or leased vehicles, or vehicles operated solely for use in the conduct of Buyer's business, and are not to be made available to employees for use on their personal vehicles.

3. Although Buyer is not obligated under this Agreement to make minimum purchases, in the event Buyer does not purchase at least \$100,000 of Seller manufactured product and related mechanical services hereunder during any rolling 12-month period, Seller, at its option, may terminate this Agreement under conditions set forth in Section 12 below.

4. Subsidiaries of Buyer approved by Seller (check one) are are not authorized to make purchases under this Agreement. All such purchases will be subject to the terms and conditions of, and applicable to Buyer under, this Agreement.

5. If Buyer issues its own credit cards or other purchase authorization, to representatives of Buyer, its subsidiaries, its lessees and/or affiliates, Buyer agrees to pay for merchandise delivered in accordance with such authority to all such card holders in accordance with the terms and conditions of the billing therefor. It is Buyer's responsibility to remove such credit cards or other forms of purchase authorization from its representatives, its subsidiaries, its lessees and/or affiliates. Buyer understands that it is Buyer's responsibility to pay for all purchases made with such credit cards and/or authorizations whenever presented to an authorized Seller supply point.

6. All invoices hereunder will be delivered to Buyer at its address set forth above or other mutually agreed address for billings; provided that such invoices may, if and to the extent from time to time mutually agreed, be delivered by electronic data interchange or Internet transmission. Upon failure of Buyer to make any payments when due, Seller may, at its option, cancel this Agreement or defer additional shipments until overdue accounts have been paid. Seller may at its discretion, decline to make deliveries except by check or other payment method satisfactory to Seller.

7. Seller's prices for merchandise and services covered hereby shall be Seller's applicable prices in effect at time of delivery (including Seller's applicable fuel or other surcharges), subject to Seller's discounts then in effect. Terms of sale shall be Seller's terms in effect at the time of delivery. All deliveries hereunder shall be FOB shipping point, freight prepaid.

8. With respect to any purchase of merchandise or services under this Agreement, if any Federal, state or local tax, excluding any tax levied on Seller's income, is either (a) required by applicable law to be collected or (b) imposed in connection with the sale of merchandise or services hereunder, whether or not collection is required by law (the taxes described in clauses (a) and (b), including, without limitation, state or local gross receipts taxes that are similar in nature to sales taxes, or state or local waste tire taxes/fees, and federal excise taxes, collectively "Taxes", or individually "Tax"), then (i) Seller will bill such Tax as a separately stated item and (ii) Buyer will timely remit such Tax to Seller. If an exemption procedure is available and Buyer complies with such procedure and provides evidence of such compliance reasonably satisfactory to Seller and meeting the requirements of Seller's billing policies and applicable tax laws, and further provided that such certificate or permit is properly issued in the name of Buyer, then Seller will not, from and after the date on which it has received such evidence and confirmed its satisfaction therewith, bill or collect such Tax with respect to transactions in the jurisdiction to which the exemption relates during the effective period of the exemption; provided, however,

that all relevant purchase orders must clearly indicate that the Buyer is tax exempt and the jurisdiction of the exemption, failing which the relevant Taxes will be billed and collected, and must be paid by Buyer.

9. Seller shall not be liable for any failure to perform, including, without limitation, any delay in delivery or failure to deliver, whether directly or indirectly, occasioned by acts of God, fire, flood, riot, insurrection, war, terrorism, epidemic, strike, labor trouble, interruption of transportation facilities, inability to obtain or produce materials or products, restrictions by any governmental authority, or other cause, similar or otherwise, beyond Seller's reasonable control.

10. Any and all information provided by or on behalf of either party to the other under this Agreement, in any form, shall be referred to as "Confidential Information" hereunder and the receiving party agrees that it will not, except as required by applicable law, permit the duplication, use or disclosure of any such Confidential Information (other than use for purposes hereof and duplication or disclosure for or to its own employees, agents or representatives who must have such information in connection herewith or for the performance of their obligations to the receiving party). The party receiving Confidential Information shall be responsible for any unauthorized disclosure made by any of its employees, agents, or representatives; provided that the parties shall not be liable to one another for disclosures or use of Confidential Information of the other party by any employee of a party who makes such disclosure or engages in such use more than ten years after the employee terminates his or her employment with such party. Each party's obligation to protect the other party's Confidential Information as set forth above shall survive the termination of this Agreement for a period of five years. Notwithstanding the foregoing, for purposes of this Agreement, "Confidential Information" does not include information that: (a) is in the recipient's possession at the time the information was received; (b) is publicly available or which later becomes so available other than as a result of the recipient's action or inaction; (c) becomes known to the recipient from a third party who has the right to disclose such information without breach of an actual or implied obligation of trust or confidence to the discloser known to the receiving party; or (d) is independently developed by either party without use of the Confidential Information provided to the developing party hereunder. This Agreement grants no rights whatsoever to either party in all or any portion of the Confidential Information, patents, copyrights, trade secrets, trademarks, service marks, logos, other identifiers or other intellectual property rights of the other party whether created prior to, during or after the performance of this Agreement.

11. This Agreement may not be assigned by Buyer, in whole or in part, by operation of law or otherwise, without the prior written consent of Seller. This Agreement will be enforceable by, and enure to the benefit of, the parties hereto and their permitted successors and assigns, no other person or entity shall have any right, benefit or remedy under or by reason hereof. Except as otherwise set forth herein, claims, demands and notices hereunder must be sent to the parties at their respective addresses set forth above. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, superseding any and all prior representations, discussions, agreements, understandings and obligations, oral or written, relating thereto. This Agreement may not be amended or varied except by an instrument in writing executed by the authorized representatives of both parties. Purchase orders do not modify the terms hereof. This Agreement shall be governed under and construed in accordance with the substantive laws of the state of Ohio without regard to conflicts of law principles or rules, and any dispute relating to the relationship created hereby shall be heard and determined in the state or federal courts in Summit County, Ohio. This Agreement does not create any relationship between the parties other than independent entities contracting for the sale of the merchandise and services described herein, and neither of the parties is, will be deemed to be, or will represent itself as, the agent or partner of the other. Authorized supply points of Seller other than Seller or its company owned stores are independent entities and not the agents, subcontractors, partners or representatives of Seller and Seller does not control or warrant the provision of services by such supply points. No waiver of any provision hereof shall be deemed to be a continuing waiver or a waiver of any other provision hereof. This Agreement may be executed in counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same Agreement.

12. This Agreement shall become effective as of _____, 20__ and is subject to cancellation with or without cause upon written notice by either party to the other. Termination will apply to all shipments after the effective date of termination.

BUYER

By: _____

Name (please print): _____

Title: _____

THE GOODYEAR TIRE & RUBBER COMPANY

By: _____
General Manager, National Account Fleet Sales