

Petro Passport® Driver Rewards Club Program Official Rules – July 1, 2010

Description of Program

1. The Petro Passport Driver Rewards Club Program (the “Program”) is a program where members can earn and obtain Petro Passport points (“Points”) which are redeemable for various benefits and prizes. These Official Rules (“Official Rules”) govern the Program which is sponsored by TA Operating LLC d/b/a Petro Stopping Centers® (“Petro”). You may enroll in the Program by (a) calling Petro Customer Service at 1-800-632-9240, (b) completing an enrollment form at a Petro Passport kiosk (a “Kiosk”), or (c) enrolling at www.petrotruckstops.com. You must use the name printed on your driver’s license when registering and have the following information correctly recorded in the Program database: name, street address or P.O. Box, apartment number, city, state or province, ZIP or Postal Code, telephone number including area code, and date of birth. Providing fictitious, incorrect or false information may result in termination of your account and forfeiture of all existing Points, shower credits and any other benefits.
2. Petro will mail a Passport Club membership card (“Card”) to you upon completion of your enrollment.
3. By using and/or registering and by providing your individual information, you agree to abide by the current Program Official Rules, which are subject to change from time to time and can be found at www.petrotruckstops.com (the “Web Site”). Further, you consent to Petro’s collection, use and disclosure of your information in connection with the Program and in accordance with the privacy policy on the Web Site.
4. Petro, in its sole discretion, will resolve all questions or disputes regarding the Program, including but not limited to eligibility questions and the provision of benefits. Petro reserves the right to terminate, modify, revise, or change the Program and the Official Rules, in whole or part, at any time with or without notice. Changes may revise, for example, rules for earning or using Points, continued availability of Program awards, expiration dates, program partners and the features of special offers. Changes may result in a reduction in the value of Points or Certificates (as such term is hereafter defined) already accumulated, and may also result in forfeiture of unused Points, Certificates or shower credits.
5. Further, Petro and its partners have the right to change, limit, modify or cancel rewards and reward levels at any time with or without notice to members. That includes, but is not limited to: increasing or decreasing levels or number of Points received for every gallon (or equivalent) of diesel fuel purchased, increasing or decreasing levels or number of Points received per \$1 spent at all participating Petro:Lube® Truck Service Shops or required for a reward, changing the types of rewards, adding blackout dates, limiting availability for a reward at any participating location and changing locations served by Petro. In the event that any of these conditions occur, members may not be able to obtain certain rewards. You should check the latest Official Rules at the Web Site.
6. Points, Certificates or awards are not redeemable for cash, and may not be transferred, purchased, sold, or bartered.
7. You must take proper care to protect your account and account information. This includes but is not limited to regularly checking transactions, keeping the Card in a safe place at all times, not sharing the Card, pin number or any account information with others, properly exiting a Kiosk when finished using it, and keeping Certificates in a secure place. If you suspect suspicious activity on your account please contact customer service immediately at 1-800-632-9240. Please note that for security reasons, Petro customer service is not permitted to provide account numbers over the phone. Pin numbers will be provided over the phone only with a valid account number and other verification information.

Eligibility

1. Any individual Petro customer 18 years of age or older is eligible for membership in the Program. Corporations or other entities are not eligible for membership. Employees of TA Operating LLC or its affiliates are not eligible for membership at any level of the Program and may not possess a Card for any reason.
2. Petro reserves the right to determine eligibility in the Program. Petro reserves the right to disqualify anyone and terminate any member for any reason, including but not limited to any actions meant to abuse the Program, circumvent the Official Rules, or utilize the Program in a manner inconsistent with the rules, terms, conditions, or intent of the Program or any portion of the Program.
3. Members wishing to earn or redeem Points or other Program rewards or benefits must have a Card in his or her name. This includes but is not limited to team drivers – including husband and wife teams – who must each have a separate Card.

Membership Levels

1. There are two Program membership levels – Preferred and Platinum. All members start out at the Preferred level. If your account is in good standing and you earn at least 15,000 Points during the current calendar year, you are eligible for a Platinum membership. Points must be earned to support Platinum level membership - Points issued for any reason other than for a qualifying purchase at Petro (e.g. Points awarded as a prize) are not considered earned.
2. Platinum level membership is determined by Petro in its sole discretion. Members will be notified via the Kiosk and will be required to verify their contact information. Once the information is verified, a new Platinum card will be mailed and Platinum benefits will be activated. Until the new Card is received, the existing Card can be used. Once the new Card is received, the old Card should be destroyed. In order to maintain Platinum level membership, you must qualify (i.e. earn the requisite Points level) each calendar year. Otherwise, membership status may be reduced. If membership status is reduced, a Preferred level Card may not be sent to you, in which case you should continue to use the Platinum level Card. In this

instance, no Platinum benefits will be offered, you will simply be using a Platinum level Card. Use of the Platinum level Card alone does not imply, entitle or guarantee the holder to any additional privileges, benefits or other rewards.

3. Program Platinum members receive additional benefits including special Platinum shower privileges (upon availability), Happy Birthday offers, double points at Petro:Lube (limitations may apply), free copy and fax services (limitations may apply), free check cashing (if a member of NATSO or with approval of Petro Check Cashing Application), and periodic gifts and discounts.

Earning Points

1. Members earn Points at participating Petro Stopping Center locations (collectively "Locations" and individually a "Location"). Your Card must be presented for all purchases in order to receive Points. Points will not be issued for purchases made if the Card is not present, and no credit for purchases will be awarded if the Card is presented after the purchase. When paying for fuel at the pump, the Card must be swiped at the appropriate time at the pump in order to earn Points.
2. Points are earned as follows:
 - o Diesel Fuel: 1 Point for every gallon (or equivalent) purchased.
 - o Petro:Lube Shops: 1 Point per dollar spent, except for new tires purchased on National Tire Account, which members earn 200 Points for each tire purchased. Platinum members earn 2 Points per dollar spent, except for new tires purchased on National Tire Account, which Platinum members earn 200 Points for each tire purchased.
 - o In cases where additional Points are being offered to members, Platinum members will receive the better of the two offers, but not both. For example, if Petro offers members 10 Points for every dollar spent in the Petro:Lube, then Platinum members will earn 10 Points instead of the standard 2 Points.
3. For every 100 Points members earn in the Program, members will be eligible to receive a redemption certificate ("Certificate") redeemable for \$1 off the purchase of eligible products or services at the Locations.
4. You only earn Points for purchases/transactions that you make and pay for. You may not share Cards, have Points allocated to other members, transfer awards/benefits, receive Points or any rewards from other members, or have more than one Card of the same membership level. By participating, you agree not to attempt to gain or accept Points from purchases made by other members. Points are not redeemable for cash. Petro reserves the right to reduce or eliminate Point balances at its sole discretion due to improper usage of the Program. Petro further reserves the right to cancel and restrict future membership in the Program due to improper usage of the Program. Petro employees are prohibited from issuing Points for purchases not made and paid for by the member.
5. Points will not be issued on labor for new or used tires installed on National Tire Account, used tires purchased on National Tire Account, Freightliner or Delco warranty repair work, discounts, sales tax on valid items purchased or for any purchases made using Certificates.

Expiration of Points

1. Points expire two (2) years after the last day of the year during which the Points were awarded. In addition, Points and any available shower credits (as discussed below) expire after six (6) months if no activity is recorded on the Card. Activity is defined as a Certificate being printed or Points being added via a fuel or Petro:Lube purchase.
2. The following limitations on earning Points apply to all members:
 - Members will earn Points on only two (2) diesel fuel purchases per day
 - Members will earn Points on only three (3) Petro:Lube Shop transactions per dayPoints will not be awarded for any transactions in excess of these per day transaction limits.

Redeeming Points

1. Points and other rewards can be redeemed at Kiosks located at all Petro locations. Points are redeemed by scanning or swiping your Card. Choose "My Account" or "My Platinum Account," "Redeem Points" and select the award. After selecting the award, a Certificate is printed. Certificates cannot be produced by any other method. Certificates and other rewards have no cash value. Points can also be used to pay, in full or in part, for merchandise made available for purchase through the Web Site ("Web Site Purchases").
2. Certificates can be produced at the Kiosk in 100-point increments, provided that there are enough Points in the account to cover the amount requested. For informational and redemption purposes only, Points are given a conversion value to United States Dollars (USD) based on 1 Point = \$0.01 USD. Points are not, however, redeemable for cash.
3. You must present your Card along with the Certificate at time of purchase.
4. Petro is not responsible for any lost or stolen Certificates or rewards. Points and other rewards cannot be credited back to an account if they are lost or stolen. Once a Certificate or reward is printed, it will not be credited back to the account under any circumstances.
5. Certificates are valid for thirty (30) days from the date of issuance, after which time a Certificate expires and all value thereon is forfeited.

6. Certificates cannot be redeemed for diesel fuel, gasoline, beer, alcohol, gratuities, cash or cash equivalents, gift cards, prepaid cards, lottery tickets, parking fees, scale fees or casino credits.
7. Change will not be provided for any Certificate produced that exceeds the total amount of the transaction. Any Certificate value over the amount of the transaction will be forfeited.
8. You are responsible for any applicable taxes on the receipt of Points, shower credits, or on purchases made using Certificates or other rewards. Points and other rewards are not redeemable for cash, and are not transferable.
9. Purchases (including Web Site Purchases) made with Points or rewards may be returned for exchange only (i.e. no cash refunds). Petro will not credit Points or rewards back to the Program account for returned merchandise. Petro will not issue Points or reward credits for returned merchandise.
10. Rewards are subject to availability and subject to change. Conditions or restrictions specified by the providing company, sponsor, or promoter will be observed. Petro is not responsible, and assumes no liability, for changes or discontinuances of rewards or the availability of such rewards.
11. There will be a separate set of rules governing the awarding and redeeming of Points through other retailers or consumer product companies, if applicable. These rules will be posted on the Web Site.

Shower Credits

1. One (1) shower credit is added to a Card for each individual purchase totaling fifty (50) gallons or more of diesel fuel or \$50 or more at Petro:Lube. Cumulative purchases totaling 50 gallons or more of diesel fuel or \$50 or more in a Petro:Lube do not qualify for a free shower credit. You may accumulate a maximum of 10 free shower credits on your Card at any one time. Each shower credit expires ten (10) days from the date of the qualifying fuel or Petro:Lube purchase. Shower credits do not expire for Platinum level members until used. Platinum level members enjoy priority access to designated Platinum showers at every Petro location (subject to availability).
2. At Locations using the Petro Shower System, a driver obtains a shower by reserving it through the Kiosk. Once the "Shower Now" screen is confirmed, the redeemed shower credit can be used at that Petro location only. Petro will not restore shower credits to accounts for use at another Petro location.
3. Locations not using the Petro Shower System, shower credits are redeemed by using the Kiosk to print a shower Certificate. Shower Certificates and Cards must be presented to a Petro representative to redeem.
3. Team drivers will be allowed one (1) shower each upon redemption of a shower Certificate or use of a shower credit provided that both showers are taken at the same location on the same day. Both drivers must be present when requesting two (2) showers from one shower Certificate.
4. No more than two (2) shower credits can be redeemed from the same Card in one (1) 24-hour period.

Lost or Stolen Cards

1. If your Card is lost or stolen, sign up for a new Card by (a) completing an enrollment form at a Kiosk, or (b) enrolling at www.petrotruckstops.com and printing out your temporary Card. Thereafter, contact Petro toll-free at 1-800-632-9240. Your lost or stolen Card will be de-activated and any remaining Point and shower balance will be credited to a new temporary Card.
2. When transferring to a new Card as a result of a lost or stolen Card, you will be required to verify certain account information. An account balance transfer to a new Card will not be issued unless proof of identity is confirmed. Petro reserves the right to charge a fee for replacement Cards.

Special Offers

1. Vendor partners of Petro may periodically offer Program members the opportunity to gain additional Points on their account when making purchases of specified goods or services during specified promotional time periods.
2. Special offers, if any, are valid only at participating Petro locations.
3. Prior to printing a Certificate for a special offer ("Special Offer Certificates"), you must check to ensure the products you are purchasing are available for retail sale at the Location where you are redeeming the Special Offer Certificate.
4. The vendor partner specifies special offer rewards for qualifying purchases at the Locations. The individual purchase requirements will be posted on the Kiosk, the Web Site, or through other promotional materials at the Locations.
5. Special Offer Certificates must be redeemed within thirty (30) days from the date that the Special Offer Certificate is printed.
6. Special Offer Certificates cannot be used in conjunction with a National Tire Account purchase.

IMPORTANT NOTICES

1. Petro provides the Program, these and other materials, and other services and products "As Is" and, to the fullest extent permitted by applicable law, expressly disclaims any representation or warranties of any kind, express or implied, including but not limited to warranties of merchantability, or fitness for a particular purpose. Under no circumstances, including but not limited to, negligence, shall Petro be liable for any direct, indirect, incidental, special or consequential damages arising out of the Program or any such other products or services, even if Petro has been advised of the possibility of such damages. In the event Petro or the Program is held liable for any damages related to these matters, your sole and exclusive remedy will be limited to reimbursement for services or products paid for by you to the entity held liable.

2. Earning Points, shower credit and redemption of awards is subject to all applicable laws and regulations. Benefits and awards may be subject to income or other taxes. Such taxes and all disclosures related thereto are the sole responsibility of the Member. Petro shall not be responsible for correspondence lost or delayed in the mail. Petro is not responsible for, and reserves the right to correct any pricing or typographical errors, errors of description, or errors regarding partners or offers.
3. If Petro and/or any Program partner or participant improperly denies a member Points or some other benefit, the member's exclusive remedy shall be the issuance of the improperly denied credit, award or benefit if available, or such other alternative comparable benefit as determined by Petro, which shall have no liability whatsoever. In no event shall Petro or any Program partner or participant be liable to any member, or anyone claiming through a member, for any direct, indirect or consequential damages, or lost revenue or profits, arising out of Petro's or any Program partner's or participant's acts or omissions in connection with the Program.
4. Petro reserves the right to correct any Point value or other benefit granted in error. In the event Petro improperly denies a Point accrual or membership benefit, Petro's liability is limited to the proper posting of Points or benefits.
5. Petro is not responsible for late, lost, incomplete, or misdirected entry information or communications; computer system, phone line, electronic equipment, computer hardware, software or program malfunctions, or other errors; failures or delays in computer transmissions or network connections; or for any other technical problems. Petro is not responsible for incorrect or inaccurate entry information, whether caused by members or by any of the equipment or programming associated with or utilized in the Program, or by any technical or human error which may occur in the processing of Points and account information. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, PETRO RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
6. This Program is governed by the laws of the United States and the State of Ohio, without respect to conflict of law doctrines. As a condition of participating, you agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Program, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Ohio having jurisdiction. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than member's actual out-of-pocket expenses, and member further waives all rights to have damages multiplied or increased.