

Date Approved:	
Approved By:	
Customer Acct No:	

COMMERICAL CREDIT APPLICATION CHECKLIST

1	COMMERICAL WHOLESALE CREDIT APPLICATION SALESPERSON:		
2	ELECTRONIC FUNDS TRANSFER AUTHORIZATION		
	Photocopy of check with routing and account number		
3	CONTINUING GUARANTY OF CREDIT		
4	OPERATING STATES: TEXAS NEW MEXICO OKLAH	HOMA KANSA:	COLORADO
5	PERMIT TYPES (You May Be Required to List Multiple Licenses. Please Provi	ide License Number W	ere Applicable)
	*DISTRIBUTOR / SUPPLIER		#
			(Attach Photocopy of Permit)
	JOBBER / DEALER / C-STORE OWNER		
	*DYED DIESEL FUEL BONDED USER- TEXAS		#
			(Attach Photocopy of Permit)
	*AG/DD – DYED DIESEL END USER SIGNED STATEMENT-	- TEXAS	(,
		-	(Complete and Sign Form)
	*NEW MEXICO NON-TAXABLE TRANSACTION CERTIFICA	ATE (RESALE)	(Complete and Oight only)
	NEW MEXICO NON TRANSLE TO MORE THAN SERVINGS	TTE (REO/REE)	(NM CRS Number & Cert)
			(INIVI CITO NUMBER & CERT)
	GOVERNMENTAL / NONPROFIT / EDUCATIONAL EXEMPT	CON	#
	GOVERNIMENTAL / NONPROPIT / EDUCATIONAL EXEMPT	ION	(Complete and Cine Forms)
	CALES & LISE TAX EXEMPTION OF DECALE CERTIFICATE	_	(Complete and Sign Form)
	SALES & USE TAX EXEMPTION OR RESALE CERTIFICATE	Ξ	(4) (2) (3) (4)
			(Attach Photocopy of Certificate)
6	PRODUCTS REQUESTED: GASOLINE HWY DIESEL HWY DIESEL	DYED DIESEL	LPG OIL/LUBES
7	TRANSMISSION METHODS:		
	PRICE NOTICES – EMAIL	FAX	DTN: (ID)
	INVOICES / EFT NOTICES EMAIL	FAX	DTN: (ID)





COMMERCIAL CREDIT APPLICATION

801 N Main | PO Box 788 | Friona, TX 79035 | Phone (800) 299-3991 | Fax (800) 878-9753 | www.kendrickoil.com

			Date	e:	
1. L	egal Name of Business		Federal Ta	x Identification No.	
١	lame of Comptroller or Person t	to Contact Regarding Credit Probl	ems:		
2. [DBA Name (if different from lega	ıl name):			
3. N	Mailing Address:	City:		_ State:	Zip:
4. 5	Street Address:	City:		_ State:	Zip:
5. N	Main Phone No.: ()	Email:		Fax: ()
6. T	ype of Entity: Corporation	☐ Limited Liability Company ☐	∃ Partnership □ Lim	nited Partnership	☐ Sole Proprietorship
7. Y	ears in Business: 8	3. Credit Limit Requested	9. Estimated \	/olume (Gallons / r	month)
10. O	WNERSHIP INFORMATION (L	ist Owner(s) Partner(s) Sharehold	lers Names, please att	ach additional she	et if necessary)
a					
Addre		City			
Addre	ess:	City		StateZIP _	
11. B	ANK REFERENCE				
Name	e of Bank		∖ddress		
Phon	e ()	_Fax ()	Officer		
12. C	REDIT REFERENCES List Con	npanies (Credit Vendors)			
a	. Company Name	P	Phone ()	Fax (_)
b	. Company Name	F	Phone ()	Fax (_)
c	. Company Name	F	Phone ()	Fax (_)

Release of Credit Information

The undersigned, whether Individual, Corporation, Limited Liability Company, Partnership or Limited Partnership; whether male or female, and whether one or more than one, is hereinafter called the CUSTOMER.

CUSTOMER hereby authorizes his / her / its bank, creditors, and other persons or entities with whom applicant is doing business or who have knowledge of the applicant's financial affairs, to release to **KENDRICK OIL COMPANY** information regarding applicant's credit history and other financial information regarding applicant.

CUSTOMER certifies the information contained in this application is correct and given for the purpose of obtaining credit. By accepting this application, **KENDRICK OIL COMPANY** has no obligation to extend credit to CUSTOMER. CUSTOMER authorizes **KENDRICK OIL COMPANY** to obtain such information as it may require concerning this application, and agrees that such information shall remain the property of **KENDRICK OIL COMPANY** whether or not credit is granted. **KENDRICK OIL COMPANY** may reexamine or reevaluate CUSTOMER'S creditworthiness at any time, and CUSTOMER agrees to submit current financial information to **KENDRICK OIL COMPANY** upon request.





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CREDIT AGREEMENT

In consideration of any credit extended to CUSTOMER by **KENDRICK OIL COMPANY**, for goods sold to CUSTOMER or other authorized buyers, on an open account basis, CUSTOMER hereby agrees to the following:

- 1. CUSTOMER will pay KENDRICK OIL COMPANY all indebtedness now or hereafter owing by CUSTOMER on a continuing basis including all amounts due for purchases, finance charges, and any other charges assessed to CUSTOMER'S account. CUSTOMER will pay CUSTOMER'S account in full within thirty (30) days from the date of sale. The date of sale shall be the date that goods are delivered to CUSTOMER. In consideration of credit being extended, the undersigned person in his/her individual capacity personally guarantees all indebtedness owed by CUSTOMER to KENDRICK OIL COMPANY. The undersigned further agrees this guaranty is absolute, complete, and continuing, and no notice of CUSTOMER'S indebtedness or any extension of credit need to be hereafter given.
- If CUSTOMER fails to pay CUSTOMER'S account in full within the aforesaid thirty (30) day period, CUSTOMER will be in default under the terms of this Agreement and agrees that there will be finance charges assessed against any amount not so paid at the rate of 11/2% per month until paid. The finance charges so assessed and which CUSTOMER agrees to pay is an ANNUAL PERCENTAGE RATE OF EIGHTEEN (18) PERCENT.
- KENDRICK OIL COMPANY will apply payments received from CUSTOMER in the following order: first, to accrued but unpaid finance charges from previous billing statements; next, to accrued but unpaid finance charges included in the most recent billing statement; and finally, to purchases and other debits charged to CUSTOMER'S account, in the order posted to the account.
- 4. Disputed invoices or errors should be received within thirty (30) days of a given statement date. CUSTOMER remains obligated to pay the non-disputed balance due.
- 5. All sums payable under this Agreement shall be paid to **KENDRICK OIL COMPANY** at P.O. Box 788, Friona, Texas 79035, or at any other place that **KENDRICK OIL COMPANY** designates in writing.
- In the event it becomes necessary to engage an attorney or collection agency for the purpose of collecting a past due account, CUSTOMER agrees to pay all costs of collection, including reasonable attorney's fees, to KENDRICK OIL COMPANY.
- 7. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, and exclusive venue is in Parmer County, Texas.
- KENDRICK OIL COMPANY may, at any time and to the extent not prohibited by applicable law, change the terms and conditions of CUSTOMER'S account by mailing written notice, in accordance with applicable law, to CUSTOMER at CUSTOMER'S last known billing address.
- 9. Either party shall have the right to terminate this Agreement as to future transactions at any time with or without known reason by immediately providing written notice to the other party. Termination of this Agreement by either party shall not affect CUSTOMER'S liability under this Agreement for indebtedness incurred before the notice of termination becomes effective.
- 10. Notice to KENDRICK OIL COMPANY must be sent to the address shown on CUSTOMER'S latest monthly billing statement, to be effective when received. Notice to CUSTOMER will be sent to the most recent address provided to KENDRICK OIL COMPANY by CUSTOMER, to be effective when deposited in the U.S. Mail, postage prepaid, unless otherwise stated in the Notice.
- 11. CUSTOMER will notify KENDRICK OIL COMPANY if CUSTOMER changes his / her / its name or address.
- 12. The undersigned is authorized to bind the Applicant to KENDRICK OIL COMPANY accordingly.
- 13. **KENDRICK OIL COMPANY** may waive or decline to enforce its rights under this Agreement at any time without losing them. If any provision of this Agreement is held to be unenforceable, that determination will not affect the validity of the remaining provisions of this Agreement.

EXECUTED this day of, 20	
	Customer Signature
	Title
ACCEPTED AND EFFECTIVE this day of, 20	
	Kendrick Oil Co. Representative Signature

CONTINUING GUARANTY OF CREDIT

STATE OF TEXAS	§	
COUNTY OF PARMER	§	
given and subsequently to b (account name)	e given by Kendrick O	which is hereby acknowledged, and further in consideration of the credit oil Co., Inc, referred to in this instrument as KENDRICK, to, referred to in this instrument as DEBTOR, I, (signed name), guarantee
to KENDRICK, its assignees DEBTOR is or may subsequ	and transferees, the	payment and other indebtedness of whatever nature, upon for which the
and liability of the DEBTO dishonor as to each and all t	R to KENDRICK. I erms constituting the debtedness shall affect	anty by KENDRICK as to present and future obligations, indebtedness waive presentment, demand, protest, notice of protest and notice of indebtedness or obligation hereby guaranteed. No renewal or extension of my liability under this instrument, whether made before or after written
indebtedness or liability as discharge of any party liabl	if no other guaranty of e thereon shall affect	egard to any security or otherwise, and shall be effective as to any or security had been provided for such indebtedness. I agree that not my liability on this guaranty. I waive all rights of subrogation to any ess of the DEBTOR shall be fully discharged.
same. It shall, as to me, o	continue in full force	anty and is not conditioned upon any other person or party signing the and effect, notwithstanding the debt, withdrawal or release of any cofithe DEBTOR then existing of the character here guaranteed and/or
	I I will pay, all expense	idebtedness or liability guaranteed thereby, there shall be added to such es, costs and attorney's fees incurred by KENDRICK either in collection able under this instrument.
my death shall have been instrument as to any and all any renewals thereof. Noth	actually received by obligations and indeb ing shall affect my lial	n full force and effect until written notice of revocation or written notice of KENDRICK, and such notice shall not affect my liability under this otedness of the DEBTOR created before the receipt of such notice, and bility or the liability of my heirs, executors and assigns on this guaranty occllation and surrender of this guaranty by KENDRICK.
		to notify me of any additional advances made or further credit extended to protect any and all additional advances.
KENDRICK to the same ex	tent as if they had b	guaranty shall inure to the benefit of the transferees and assigns of een named in this instrument as parties entitled to the benefit of this shall apply to and bind my heirs, executors, administrators, successors,
SIGNED this	day of	, 20
		Signature
		Oignature
		Printed Name of Signer

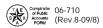


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ELECTRONIC FUNDS TRANSFER AUTHORIZATION

Name of Business	Contact Perso	on	
Main Telephone ()	email address	Fax ()
Address	City	State	ZIP
Bank Name	Branch		
Bank Address	City	State	ZIP
Bank Telephone ()	ABA (Routing Number)	Account Numbe	r
CUSTOMER AUTHORIZATION			
account indicated above, and does account. I do certify that I have the This EFT agreement is to remain in from us in such time and manner as	from its own account to initiate electronic further authorize the financial institution natural full capacity and authority to so authorize a full force and effect until Kendrick Oil Co. are sto afford Kendrick Oil Co. and the Deposite Kendrick Oil Co. to charge debits to this account	amed above to debit or cro and direct this. and the Depository have rec ory a reasonable opportun	edit such entries to our eleived written notification ity to act on the
Authorized Signature			
Printed Name			
Title			
Date			

PLEASE ATTACH A BLANK VOIDED CHECK ON YOUR BANK BELOW



TEXAS END USER AGRICULTURAL SIGNED STATEMENT FOR PURCHASING TAX-FREE DYED DIESEL FUEL

Selling supplier or distributor:			
Address:			
Purchasing entity name	End user agricultur	ral signed statem	nent number
Address	Beginning effective	date	
	Taxpayer number		
If the purchaser is a division of a corporation, give t	e name and address of the parent corporation, not the division DB	A name.	
Parent corporation name:			
Address:			
PLEAS	READ CAREFULLY BEFORE SIGNING		
1. Will you use any of this diesel fuel in a mo	or vehicle on public highways, streets or roads?	YES	NO
2. Will you resell any of this diesel fuel?		YES	NO
3. Will you purchase more than 25,000 gallo	s per month?	YES	NO
If any answer is	"YES," you may not legally sign this statement.		
NOTE: THIS IS YOUR MASTER COF	. PLEASE RETAIN IN YOUR FILES AND MAKE COP	IES AS NEI	EDED.
I DECLARE THAT: • all of the dyed diesel fuel purchased on equipment in Texas;	his signed statement will be used exclusively in agricultu	ral non-high	าway
 all of the dyed diesel fuel purchased on not be resold; and 	his signed statement will be consumed by the purchaser	in Texas a	nd will
	n this signed statement will be delivered or permitted to perating on public highways, streets or roads in this state		d into
I am aware that certain fines and criminal p	enalties are provided by law for giving a false diesel fuel	signed state	ement.
ANTE CO	Name of purchaser (Type or print)		
OF THE CONTRACTOR OF THE CONTR	By:		
OFFILE TO STATE OF ST	Purchaser or authorized representative (Type or print)		
* TEXAS *	Signature of authorized representative		
For information, call (800) 252-1383 or (512) 463-4600.	sign here		
5. (5.2) .55	Date		



TEXAS END USER SIGNED STATEMENT FOR PURCHASING TAX-FREE DYED DIESEL FUEL

Selling supplier or distributor:	
Address:	
Purchasing entity name	End user signed statement number
Address	Beginning effective date
	Taxpayer number
f the purchaser is a division of a corporation, give the name	e and address of the parent corporation, not the division DBA name.
Parent corporation name:	
Address:	
PLEASE REA	D CAREFULLY BEFORE SIGNING
. Will you use any of this diesel fuel in a motor veh	icle on public highways, streets or roads? YES NO
2. Will you resell any of this diesel fuel?	
3. Will you purchase more than 10,000 gallons per i	month? YES NO
EXCEPTION: A purchaser using an End User Signed Staten	," you may not legally sign this statement. nent Number to purchase dyed diesel fuel for exclusive use in oil or gas production must e Comptroller to authorize the purchase of up to 25,000 gallons per month.
NOTE: THIS IS YOUR MASTER COPY. PL	EASE RETAIN IN YOUR FILES AND MAKE COPIES AS NEEDED.
I DECLARE THAT:	
 none of the dyed diesel fuel purchased on this 	signed statement will be used on public highways, streets or roads;
 all of the dyed diesel fuel purchased on this signot be resold; and 	gned statement will be consumed by the purchaser in Texas and will
	signed statement will be delivered or permitted to be delivered into the on public highways, streets or roads in this state.
I am aware that certain fines and criminal penaltic	es are provided by law for giving a false diesel fuel signed statement.
dr. o	Name of purchaser (Type or print)
OF THE COAL	Ву:
OFFIC.	Purchaser or authorized representative (Type or print)
* TEXAS *	Signature of authorized representative
For information, call (800) 252-1383 or (512) 463-4600.	sign here
UI (J.12) 40J-4000.	Date