

KENDRICK OIL COMPANY

COMMERCIAL CREDIT APPLICATION

Hello,

Thank you for your interest in establishing a credit account with Kendrick Oil.

Attached is our **Commercial Credit Application Package** for completion and review. To help streamline the account approval process, please complete all applicable sections and return the completed application package to credit@kendrickoil.com.

Application Package Includes

- | | |
|----------------------------------|-----------------------------------|
| 1. State Licensing Information | 5. Continuing Guarranty of Credit |
| 2. Commercial Credit Application | 6. EFT Authorization |
| 3. Credit Agreement | |
| 4. Release of Credit Information | |

State Licensing Information

The application includes a dedicated **State Licensing Information** page. Please check all states where your company currently holds an active:

- | | |
|---|--------------------|
| • Fuel License | • Supplier License |
| • Distributor License | • Importer License |
| • Exporter License | • Blender License |
| • Other petroleum-related operating license | |

This information helps Kendrick Oil complete tax validation, compliance reviews, transportation requirements, and account setup more efficiently.

COMPLIANCE REMINDER

Please ensure all applicable licensed states are selected prior to submission. Incomplete licensing information may delay account review, approval, tax validation, product authorization, or account setup.

The applicant certifies that all licensing information provided is accurate and complete to the best of its knowledge and agrees to promptly notify Kendrick Oil of any changes to licensing status, authority, expiration, suspension, revocation, or jurisdictional coverage after submission of this application.

Return Completed Documents To

credit@kendrickoil.com

If you have any questions regarding the application, please contact our team and we will be happy to assist.

Thank you for the opportunity to serve your fuel and energy needs.

Sincerely,

Kendrick Oil Company

Sales Support Team

sales-support@kendrickoil.com

www.kendrickoil.com

KENDRICK OIL COMPANY - STATE LICENSING INFORMATION

801 N Main | PO Box 788 | Friona, TX 79035 | www.kendrickoil.com

INSTRUCTIONS

Check every state where the applicant currently holds an active fuel, supplier, distributor, importer, exporter, blender, or other petroleum-related operating license. Verify all selections before submitting.

LICENSED STATES - CHECK ALL THAT APPLY

- ☐ Alabama
- ☐ Alaska
- ☐ Arizona
- ☐ Arkansas
- ☐ California
- ☐ Colorado
- ☐ Connecticut
- ☐ Delaware
- ☐ Florida
- ☐ Georgia
- ☐ Hawaii
- ☐ Idaho
- ☐ Illinois
- ☐ Indiana
- ☐ Iowa
- ☐ Kansas
- ☐ Kentucky
- ☐ Louisiana
- ☐ Maine
- ☐ Maryland
- ☐ Massachusetts
- ☐ Michigan
- ☐ Minnesota
- ☐ Mississippi
- ☐ Missouri
- ☐ Montana
- ☐ Nebraska
- ☐ Nevada
- ☐ New Hampshire
- ☐ New Jersey
- ☐ New Mexico
- ☐ New York
- ☐ North Carolina
- ☐ North Dakota
- ☐ Ohio
- ☐ Oklahoma
- ☐ Oregon
- ☐ Pennsylvania
- ☐ Rhode Island
- ☐ South Carolina
- ☐ South Dakota
- ☐ Tennessee
- ☐ Texas
- ☐ Utah
- ☐ Vermont
- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☐ Wyoming

ADDITIONAL LICENSING INFORMATION

Use this area for pending licenses, permit types, or explanations regarding jurisdictional coverage.

Please provide a contact for licensing details: _____ Email _____



COMMERCIAL CREDIT APPLICATION

801 N Main | PO Box 788 | Friona, TX 79035 | Phone (806) 299-3991 | Fax (800) 878-9753 | www.kendrickoil.com

Date: _____

1. Legal Name of Business _____ Federal Tax Identification No. _____

Credit Contact: _____ Credit Email: _____

2. DBA Name (if different from legal name): _____

3. Mailing Address: _____ City: _____ State: _____ Zip: _____

4. Street Address: _____ City: _____ State: _____ Zip: _____

5. Main Phone No.: (____) _____ AP Email: _____ DTN ID: _____

6. Type of Entity: ☐ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Limited Partnership ☐ Sole Proprietorship

7. Years in Business: _____ 8. Credit Limit Requested _____ 9. Estimated Volume (Gallons / month) _____

10. OWNERSHIP INFORMATION (List Owner(s) Partner(s) Shareholders Names, please attach additional sheet if necessary)

a. Name: _____ SSN # _____ % Ownership _____

Home Address: _____ City _____ State _____ ZIP _____

b. Name: _____ SSN # _____ % Ownership _____

Home Address: _____ City _____ State _____ ZIP _____

c. Name: _____ SSN # _____ % Ownership _____

Home Address: _____ City _____ State _____ ZIP _____

d. Name: _____ SSN # _____ % Ownership _____

Home Address: _____ City _____ State _____ ZIP _____

11. TRADE REFERENCES

Name _____ Phone Number _____ Years As Supplier _____

Name _____ Phone Number _____ Years As Supplier _____

12. BANK REFERENCE

Name of Bank _____ Address _____

Phone (____) _____ Fax (____) _____ Officer _____



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CREDIT AGREEMENT

Credit Terms & Conditions

In consideration of any credit extended to CUSTOMER by **KENDRICK OIL CO.**, 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 CO.** 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 ten (10) days from the date of sale. The date of sale shall be the date that goods are delivered to CUSTOMER.
2. If CUSTOMER fails to pay CUSTOMER'S account in full within the aforesaid ten (10) 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 **1½% per month** until paid. The finance charges so assessed and which CUSTOMER agrees to pay is an **ANNUAL PERCENTAGE RATE OF EIGHTEEN (18) PERCENT**.
3. **KENDRICK OIL CO.** 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 CO.** at P.O. Box 788, Friona, Texas 79035, or at any other place that **KENDRICK OIL CO.** designates in writing.
6. 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 CO.**
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.
8. **KENDRICK OIL CO.** 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 CO.** 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 CO.** 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 CO.** if CUSTOMER changes his / her / its name or address.
12. The undersigned is authorized to bind the Applicant to **KENDRICK OIL CO.** accordingly.
13. **KENDRICK OIL CO.** 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.



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

EXECUTED this ____ day of _____, 20__

Customer Signature

Title

ACCEPTED AND EFFECTIVE this ____ day of _____, 20__

CONTINUING GUARANTY OF CREDIT

STATE OF TEXAS §

COUNTY OF PARMER §

For valuable consideration, the receipt of which is hereby acknowledged, and further in consideration of the credit given and subsequently to be given by Kendrick Oil Co., Inc, referred to in this instrument as KENDRICK, to (account name) _____, referred to in this instrument as DEBTOR, I, (signed name) _____ of (address) _____, guarantee to KENDRICK, its assignees and transferees, the payment and other indebtedness of whatever nature, upon for which the DEBTOR is or may subsequently become obligated to KENDRICK.

I waive notice of acceptance of this guaranty by KENDRICK as to present and future obligations, indebtedness and liability of the DEBTOR to KENDRICK. I waive presentment, demand, protest, notice of protest and notice of dishonor as to each and all terms constituting the indebtedness or obligation hereby guaranteed. No renewal or extension of time of payment of any indebtedness shall affect my liability under this instrument, whether made before or after written notice of revocation of this guaranty is given.

This guaranty is given by me without regard to any security or otherwise, and shall be effective as to any indebtedness or liability as if no other guaranty or security had been provided for such indebtedness. I agree that no discharge of any party liable thereon shall affect my liability on this guaranty. I waive all rights of subrogation to any remedies of KENDRICK until the entire indebtedness of the DEBTOR shall be fully discharged.

This is an absolute and continuing guaranty and is not conditioned upon any other person or party signing the same. It shall, as to me, continue in full force and effect, notwithstanding the debt, withdrawal or release of any co-guarantor or co-surety, both as to obligations of the DEBTOR then existing of the character here guaranteed and/or thereafter created.

In case of default in the payment of any indebtedness or liability guaranteed thereby, there shall be added to such indebtedness or liability, and I will pay, all expenses, costs and attorney's fees incurred by KENDRICK either in collection or attempting to collect the same or any sums payable under this instrument.

My liability on this guaranty shall remain in full force and effect until written notice of revocation or written notice of my death shall have been actually received by KENDRICK, and such notice shall not affect my liability under this instrument as to any and all obligations and indebtedness of the DEBTOR created before the receipt of such notice, and any renewals thereof. Nothing shall affect my liability or the liability of my heirs, executors and assigns on this guaranty except the receipt of such written notice or the cancellation and surrender of this guaranty by KENDRICK.

KENDRICK shall be under no obligation to notify me of any additional advances made or further credit extended to the DEBTOR and may rely upon this guaranty to protect any and all additional advances.

It is agreed that the provisions of this guaranty shall inure to the benefit of the transferees and assigns of KENDRICK to the same extent as if they had been named in this instrument as parties entitled to the benefit of this guaranty, and that the provisions of this guaranty shall apply to and bind my heirs, executors, administrators, successors, and assigns.

SIGNED this _____ day of _____, 20_____.

Signature

Printed Name of Signer



801 N Main | PO Box 788 | Friona, TX 79035 | Phone (806) 250-3991 | Fax (866) 554-0567

ELECTRONIC FUNDS TRANSFER AUTHORIZATION

Name of Business _____ Contact Person _____

Main Telephone (____) _____ Email Address of Contact Person _____

Address _____ City _____ State _____ ZIP _____

Bank Name _____ Branch _____

Bank Address _____ City _____ State _____ ZIP _____

Bank Telephone (____) _____ ABA (Routing Number) _____ Account Number _____

CUSTOMER AUTHORIZATION

I hereby authorize Kendrick Oil Co. from its own account to initiate electronic funds transfer debit and credit entries to our deposit account indicated above, and does further authorize the financial institution named above to debit or credit such entries to our account. I do certify that I have the full capacity and authority to so authorize and direct this.

This EFT agreement is to remain in full force and effect until Kendrick Oil Co. and the Depository have received written notification from us in such time and manner as to afford Kendrick Oil Co. and the Depository a reasonable opportunity to act on the notification. This agreement allows Kendrick Oil Co. to charge debits to this account at frequent intervals for varying amounts.

Authorized Signature

Printed Name

Title

Date

PLEASE ATTACH A BLANK VOIDED CHECK OR BANK LETTER WITH THIS AGREEMENT