

PetroTex Fuels, Inc.
P. O. Box 7308
Beaumont, Texas 77726
409.842.0999 Office • 409.842.3939 Fax

BUSINESS APPLICATION

The undersigned hereby warrants that the following information is true and correct and submits this application as a basis for extension of credit. In signing below, you authorize PetroTex to investigate all trade relationships with any suppliers or financial institution for the purpose of establishing credit and gauging the ability to pay for petroleum motor fuel products delivered by PetroTex. Applicant authorizes PetroTex to make credit inquiries as necessary in connection with this application and authorizes any person or credit-reporting agency to furnish information it may possess in response to such credit inquiries.

1. Legal Business Name _____ In Business Since _____
DBA _____ SS# _____ Fed Tax ID # _____
"Attach Copy of each card"
2. Mailing Address: _____
3. Physical/Ship-To Address _____
Street City State Zip
4. Business Phone No. _____ Fax No. _____
Cellular Phone No. _____ Other. _____
5. We do business as a Corporation Partnership Sole Proprietorship Limited Partnership
State of Incorporation or Registration of Partnership _____

Full name and home address of all corporate officers, general or limited partners or owner-operator proprietors (provide copy Social Security card & Driver's License of all Partnership or Sole Proprietor Partners involved)

NAME	TITLE	ADDRESS	SOC. SEC. #	DRIVERS LICENSE #
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

6. Type of Business _____
(ie: Service Station, Convenience Store, Commercial)
7. Has the undersigned filed or been the subject of a bankruptcy as a company or individual Yes No
If Yes, give type of bankruptcy and date filed _____
8. Estimated monthly fuel purchases \$ _____

9. All orders are shipped on a C.O.D. basis, unless a line-of-credit is approved. The undersigned acknowledges that the extension and maintenance of credit is at the sole discretion of PetroTex Fuels, Inc..

10. In certain instances, a current-to-date financial statement may be required upon request. Updates may be required to maintain your line-of-credit.

11. Major Trade References:

A)

NAME	COMPLETE ADDRESS	AVG. BALANCE
PHONE	FAX	CONTACT PERSON

B)

NAME	COMPLETE ADDRESS	AVG. BALANCE
PHONE	FAX	CONTACT PERSON

C)

NAME	COMPLETE ADDRESS	AVG. BALANCE
PHONE	FAX	CONTACT PERSON

12. Bank References:

A)

NAME	COMPLETE ADDRESS	
PHONE	ACCOUNT NO. & TYPE OF ACCOUNT	CONTACT PERSON

B)

NAME	COMPLETE ADDRESS	
PHONE	ACCOUNT NO. & TYPE OF ACCOUNT	CONTACT PERSON

C)

NAME	COMPLETE ADDRESS	
PHONE	ACCOUNT NO. & TYPE OF ACCOUNT	CONTACT PERSON

13. All account balances are due and payable According to the Terms established and set by PetroTex for this account; Dealer agrees to remit payment in accordance with Seller's payment terms and conditions with no delay. Past due accounts shall bear interest at the highest rate allowable by law.

14. The undersigned agrees to notify the company of any changes in name, address, ownership, or legal entity as per contract.

15. The applicant agrees to pay all sums due including any late charges, collection fees, including any legal sums due if this account is referred to an attorney or collection agency for collection of any outstanding debt due and payable to PetroTex, Fuels Inc.

16. Applicant understands that in consideration of an extension of credit for the purchase of petroleum motor fuel products, you are signing this business application with the promise to pay all balances owed, in both an individual and/or corporate capacity as may be applicable and hereby unconditionally guarantee payment of all amounts owed or extended to the named business and/or individuals from the date hereof. I further warrant that the information as specified in writing on this application is true and correct.

17. The undersigned provides consent for PetroTex use of a consumer credit reporting agency in order to evaluate the credit worthiness of the undersigned as a principal or guarantor of the business. The undersigned hereby knowingly consents to the use of such credit report with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq.

Submitted this _____ day of _____ 20__.

OWNER SIGNATURE

PRINT FULL NAME

PRINT STORE NAME HERE

PLEASE ATTACH THE REQUIRED BUSINESS INFORMATION SPECIFIED BELOW SO WE MAY COMPLETE YOUR CREDIT APPROVAL AND PREPARE THE NECESSARY DOCUMENTS TO GET STARTED. ALL WRITING AND DOCUMENTS PHOTO COPIED ARE TO BE LEGIBLE AND CLEAR TO READ

The required items to be attached to this Business Application are as follows:

- Completed Business Application (this form)
- Copy of Driver’s License & Social Security Card for all persons involved
- Copy of Articles of Incorporation and DBA as applicable to the site
- Copy of Fed Tax ID (“EIN”) Number as applicable to the site
- Copy of Legal Description for the subject property- and survey, if available
- Copy of proof-of-ownership of the fuel facility property and/or or the retail facility in question
- Provide “Assurance Letter” of No Other Contract

Fax All Information to 409.842.3939.

Account Notes: _____

COMPANY USE ONLY

ACCOUNT #	APPROVED BY	DATE APPROVED	CREDIT REPORT	SALES REP
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ASSURANCE LETTER

“No Contract in Effect”

To: PetroTex Fuels, Inc.

Date: _____

Send Via Fax To 409.842.3939

Return original with Business Application

Location Name & Address:

Contact Name:

Phone Number:

Dear PetroTex Fuels Management:

This letter shall confirm that there is no distributor fuel supply contract or binding agreement active or in effect as it pertains to the supply of petroleum motor fuel products to my retail fuel facility as specified. Therefore please be assured by my provision of this Assurance Letter to you that any previous agreements (if any) have either expired or terminated by their own terms and are no longer in effect or involved in any way, shape or form with this retail facility.

Accordingly, I hereby certify that the delivery and supply of petroleum motor fuel products by PetroTex is not in violation of any other agreement or prohibited by anyone, and will not conflict with or result in the breach or tortious interference of any fuel supply agreement whatsoever. Furthermore, I will indemnify, defend, and hold harmless PetroTex Fuels, Inc., its owners, officers, directors and employees, from any claims, damages, or costs (including attorney fees) if any legal actions arise from any petroleum products supplier or refiner company which may have been pertinent to or previously involved with this retail fueling facility.

I look forward to working with PetroTex Fuels, Inc., going forward.

Thank You.

Signature

Print Full Name