



12235 Robin Blvd Houston, Texas 77045
713-434-7600 Office
713-434-8626 Fax
www.3lus.com

Salesman _____
Account No _____
Credit Limit _____

Application for credit

Legal Company Name _____ Date Established _____

DBA _____ Federal ID No: _____

Phone: _____ Fax: _____ D&B No: _____

Principal Officers, Partners or individual Proprietor (Attach additional page if necessary)

Full Name _____ Title _____ Phone No. _____

Full Name _____ Title _____ Phone No. _____

Full Name _____ Title _____ Phone No. _____

Billing Address

Street Address _____ County _____

City: _____ State: _____ Zip Code _____

Accounts Payable Contact _____ Email address _____

Phone Number _____ Fax Number _____

Delivery Address

Street Address _____ County _____

City: _____ State: _____ Zip Code _____

Business Operates as: [] Corporation [] Partnership [] Sole Proprietorship [] Other Describe _____

If Corporation name State in which incorporated _____ Date _____

Purchase Order Required? _____ Amount of Credit Needed: \$ _____

State Sales Tax Exempt? _____ (Attach copy of exemption certificate if applicable)

Fuel Tax Exempt? [] Not Applicable [] Yes - Permit [] Yes - Signed Statement (Attach signed copy of certificate or permit)

How did you hear about 3 L? _____

Bank Information

Name of Bank _____ Account Number _____

Street Address _____

City _____ State _____ Zip Code _____

Bank Officer _____ Phone _____ Fax _____

Trade References – Three (3) references required with one year or more credit experience.

Company Name _____ Acct. Number _____

Street Address _____

City _____ State _____ Zip Code _____

Contact Name _____ Phone _____ Fax _____

Company Name _____ **Acct. Number** _____

Street Address _____

City _____ **State** _____ **Zip Code** _____

Contact Name _____ **Phone** _____ **Fax** _____

Company Name _____ Acct. Number _____

Street Address _____

City _____ State _____ Zip Code _____

Contact Name _____ Phone _____ Fax _____

Company Terms and Conditions:

I certify that I am authorized to enter into this Customer Application on behalf of this Applicant. I agree to all of the terms and conditions as listed under the attached Credit Terms and Credit Agreement with SpecOil Retail Fuels LLC dba 3L I further agree this Customer Application is the property of 3L and authorize 3L to investigate credit and financial information through any credit bureau or by any other reasonable means including direct contact with past and present creditors and banking institutions. All past due accounts are subject to penalties as outlined in the attached Credit Terms and Credit Agreement

Signed This _____ Day of _____, 20

Authorized Signature _____ Title: _____

Printed Name _____

CREDIT TERMS AND CREDIT AGREEMENT (“AGREEMENT”)

In consideration of the opening of a customer account, the undersigned, hereafter referred to as “Customer” or “Applicant” agrees to the following terms in all credit transactions with SpecOil Retail Fuels LLC dba 3L, hereafter referred to as “3L” unless otherwise agreed to in writing by authorized 3L officers:

- **Payment Terms:** Will be determined after review and assessment of Customer’s Application for Credit.
- 3L reserves its right, at its sole discretion and without notice, to change Customer’s future credit terms at any time. 3L may at any time without notice to Customer terminate Customer’s account with 3L for any reason. Any change to Customer’s account, including termination, shall not relieve Customer from its timely payment obligation to 3L.
- Customer represents, warrants and acknowledges that credit extended by 3L will be for business purposes and not for personal, consumer or household purposes.
- By accepting fuel and/or lubricants from 3L, Customer hereby accepts the obligation and responsibility for full payment for all fuel and/or lubricants received from 3L.
- All debts and other obligations of any kind, regardless of credit limit requested or extended, are subject to the terms and conditions of this agreement. Written notification must be served on and received by 3L should Customer or Guarantor wish to limit fuel deliveries. Customer’s or guarantor’s obligations under this agreement shall remain in full force and effect for all indebtedness incurred prior to such written notice.
- The undersigned further agrees that 3L may assess a fee of 1 ½ % per month (18 % annual rate) on all past due balances; a handling charge of \$30 for each returned check; and all collection costs and legal fees, which shall be paid at the 3L headquarters office in Houston, Texas. Customer further agrees that this Credit Agreement is subject to and governed by the laws of the State of Texas and agrees to the jurisdiction and venue of Texas courts located in Harris County, Texas should any legal action on Customer’s account be instituted.
- 3L may offer Check by Phone and Check by Fax as payment options. In the event you choose to exercise these payment options this signed agreement shall serve as written permission.
- Customer agrees to review all invoices and/or statements provided by 3L in either electronic or printed form, and to notify 3L not later than 10 calendar days after the date of each invoice and/or statement of any errors or disputes with respect to transactions and other information reflected therein. After 10 days, each such invoice and/or statement and the transaction therein shall be binding on Customer. Customer warrants that the information it provided is true, correct and complete. Customer authorizes the references listed on Customer’s application to release to 3L information related to Customer’s accounts. Customer authorizes 3L to secure information regarding Customer’s credit history from any commercial or consumer reporting agency or trade organization and authorize the release of information regarding Customer’s account with 3L to such agencies.
- **Security Agreement.**
 - (1) **Grant of Security Interest.** Customer, as security for the obligations contained herein, hereby grants to 3L a purchase money security interest in the goods purchased by Customer from 3L pursuant to this agreement, together with the proceeds, products, increase, issue, accessions, attachments, accessories, parts, additions, repairs, replacement and substitutes of, to and for all of the foregoing. Customer further grants to 3L a security interest in the personal property of the Customer wherever located, and now owned or hereafter acquired, including, but not limited to: (1) accounts, including receivables (2) chattel paper (tangible and electronic) (3) inventory (4) equipment (5) instruments (6) investment property (7) documents, (8) cash funds, (9) deposit accounts, (10) other rights and evidence of rights to cash, (11) letter-of-credit rights, (12) general intangibles, including payment intangibles, (13) supporting obligations, (14) choses in action, (15) claims, (16) insurance policies or binders now or hereafter relating to any of Customer’s property, including any unearned premiums, (17) condemnation awards, and (18) to the extent not listed above as original collateral all the proceeds, products, increase, issue, accessions, attachments accessories, parts, additions, repairs, replacements and substitutes of, to and for all of the foregoing. All items listed in 1 through 18 above in which a security interest is granted is herein called the “Collateral”. The Collateral shall not include any agreement, license or permit which by law or its terms validly prohibits the granting of a security interest therein unless a consent to the security interest has been obtained; provided that the foregoing limitation shall not affect, limit, restrict, or impair the grant by Customer of a security interest pursuant to this Agreement in any such Collateral to the extent that an otherwise applicable prohibition on such grant is rendered ineffective by the Articles 8 and 9 of the UCC.
 - (2) **Perfection of Security Interests.** Customer authorizes 3L to file a financing statement describing the Collateral. Customer agrees to execute any further documents, and to take any further actions reasonably requested by 3L to evidence or perfect the security interests granted herein, to maintain the priority of the security interests, or to effectuate the rights granted to 3L herein, including, but not limited to, obtaining control of deposit accounts, investment property, letter-of-credit rights and electronic chattel paper; marking of tangible chattel paper; and where applicable, obtaining the acknowledgment of third parties that they hold Customer’s collateral for the benefit 3L.
 - (3) **Obligations.** This security agreement secures the following: (1) Customer’s obligations under this credit application and this credit agreement, (2) all of Customer’s other present and future obligations to 3L, (3) the repayment of (a) any amounts 3L may advance or append for the maintenance or preservation of the Collateral and (b) any other expenditures that 3L may make under the provisions of this security agreement or for the benefit of Customer, (4) all amounts owed under any modifications, renewals or extensions of any of the foregoing obligations; (5) other amounts now or in the future owed by Customer to 3L; and any of the foregoing that arises after the filing of a Petition by or against Customer under the Bankruptcy Code § 362 or otherwise.
 - (4) **Governing Law.** This agreement and any modifications hereto shall be subject to the laws of the State of Texas. This agreement is subject to the Texas Uniform Commercial Code, Texas Business and Commerce Code, Title 1, as it may be amended from time to time, and any successor statute (“UCC”). Any term used in the UCC and not defined in this Security Agreement has the meaning given to the term in the UCC.

- (5) **Location, State of Organization and Name of Customer.** Customer warrants that its principal officers, partners, or proprietors, as the case may be, chief executive office, state of organization and exact legal name are as set forth in the blanks above. Customer agrees that it will not (a) merge into or consolidate with any other entity, or sell all or substantially all of its assets; (b) change the state of its organization; and (c) change its legal name without providing 30 days prior written notice to 3L.
- (6) **Default.** Customer shall be in default if Customer fails to comply with any of the provisions of this Agreement, or if any of the information provided by Customer on this Agreement is discovered by 3L to be inaccurate or incorrect. Should Customer be in default, Customer will pay to 3L, Inc. all costs reasonably incurred by it for the purpose of enforcing its rights hereunder, including reasonable attorneys' fees.
- (7) **Remedies Upon Default.** If Customer is in default, 3L may pursue any remedy available at law or equity, including those available under the provisions of the UCC, to collect, enforce or satisfy any obligations then owing, whether by acceleration or otherwise. In addition, 3L shall have the right to pursue any of the following remedies separately, successively or simultaneously:
- File suit and obtain judgment and, in conjunction with any action, 3L may seek any ancillary remedies provided by law, including levy of attachment and garnishment;
 - Take possession of any Collateral not already in its possession without notice to Customer and without legal process. Upon the demand of 3L, Inc., Customer will assemble and make the Collateral available to 3L as it may direct. Customer grants to 3L the right, for this purpose, to enter into or on any premises where Collateral may be located; and
 - Without taking possession, sell, lease or otherwise dispose of the Collateral at public or private sale in accordance with the UCC. Unless required by the UCC or other applicable law, 3L is not required to provide notice, written or otherwise, to Customer prior to the exercise any of the remedies provided for herein.
- (8) **Foreclosure Procedures.**
- No Waiver.** No delay or omission by 3L to exercise any right or remedy accruing upon any default shall: (i) impair any right or remedy, (ii) waive any default or operate as acquiescence to the default, or (iii) affect any subsequent default of the same or of a different nature.
 - Notices.** 3L shall give Customer such notice of any private or public sale as may be required by the UCC. No other notices are required.
 - Condition of Collateral.** 3L has no obligation to clean up or otherwise prepare the Collateral for sale.
 - No Obligation to Pursue Others.** 3L has no obligation to attempt to satisfy Customer's obligations by collecting them from any other person liable for them and 3L may release, modify or waive any collateral provided by any other person to secure any of the obligations, all without affecting the rights of 3L against Customer. Customer waives any right it may have to require 3L to pursue any third person for any of Customer's obligations.
 - Compliance With Other Laws.** 3L may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.
 - Warranties** 3L may sell the Collateral without giving any warranties as to to the Collateral. 3L may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.
 - Sale on Credit.** If 3L sells any of the Collateral upon credit, Customer will be credited only with payments actually made by the purchaser, received by 3L, and applied to the indebtedness of the Purchaser. In the event the purchaser fails to pay for the Collateral, 3L, Inc., may resell the Collateral and Customer shall be credited with the proceeds of the sale.
 - Purchases by Secured Party.** In the event 3L purchases any of the Collateral being sold, 3L may pay for the Collateral by crediting some or all of the obligations of the Customer.
 - No Marshaling.** 3L has no obligation to marshal any assets in favor of Customer, or against or in payment of any other obligation owed to 3L by Customer or any other person.
 - Assignment:** 3L may assign its rights and interests under this agreement. Customer may not assign its rights under this agreement.
- Entire Agreement:** This agreement, including any attachments, is the entire agreement between the parties with respect to the subject matter and as of its date supersedes all prior agreements, negotiations, representations and proposals, written or oral, related to the subject matter. Neither party shall be bound by nor liable to the other party for any representation, promise or inducement made by any of such party's agents that before the date of this agreement that is not embodied in this agreement.
 - Severability:** If any provision of this agreement is held invalid, illegal, or unenforceable, or for any reason, such term or provision shall be deemed to be deleted from this agreement and the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby and shall continue to be in full force and effect.
 - Customer and 3L may agree to special terms contrary to the above credit terms, but only if approved in writing by 3L
 - This agreement is considered to be entered into only upon the execution by 3L at its headquarters in Houston, Texas.
 - The person executing this Agreement represents and warrants that he or she has the authority to bind Customer and is authorized by the Customer to enter into this agreement.

Agreed:

CUSTOMER

Signature: _____

_____ **Date**

Printed Name: _____

Continuing Personal Guaranty: Your signature below unconditionally guarantees the prompt payment when due of all charges for the account of said Customer for fuel and/or lubricants sold and delivered on or after this date. The Credit Terms and Credit Agreement above is hereby incorporated and made a part of this guaranty. Guarantor's obligations under this guaranty are independent of those of Customer.

Guarantor's signature	Printed Name only	Home Phone
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Guarantor's Home Address	City	State	Zip
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AUTHORIZATION AGREEMENT FOR ELECTRONIC FUNDS TRANSFER (EFT)

Company:	SpecOil Retail Fuels LLC dba 3 L	Federal ID:	84-3438067
<p>I hereby authorize SpecOil Retail Fuels LLC dba 3 L to initiate debit entries and to initiate, if necessary, credit entries to my <input type="checkbox"/> checking or <input type="checkbox"/> savings account at the financial institution named below, from now on called DEPOSITORY, and to credit the same to such account.</p> <p>I acknowledge that the origination of ACH transactions to my account must comply with the provisions of the U.S. law.</p>			
Financial Institution Name			
Branch:		City:	
State:		Zip	
Routing #:		Account #:	
If you would like to receive a notification, please provide an email address.			
Email:			
IMPORTANT: Please send a <i>VOIDED</i> check when submitting a credit application.			
This authorization remains active until SpecOil Retail Fuels LLC dba 3 L has received written notification from me of its termination. We must receive termination of the agreement in such time and manner as to afford SpecOil Retail Fuels LLC dba 3 L and DEPOSITORY a reasonable opportunity to act on it.			
Customer Name:			
Federal ID#:			
Signature:			
Print Name:			
Date:			

EFT is our preferred method of payment here at SpecOil Retail Fuels LLC dba 3 L. As an EFT customer, we electronically draft payment on the due date, based upon the agreed invoice terms. If you have any questions, please contact Accounts Receivable at 713-434-7600

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. SpecOil Retail Fuels LLC	
	2 Business name/disregarded entity name, if different from above 3L	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 12235 Robin Blvd	Requester's name and address (optional)
	6 City, state, and ZIP code Houston TX 77045	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	4	-	3	4	3	8	0	6	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 01/01/2021
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.