

LLEWELLYN OIL CO.

PO Box 36 - 902 S Main Street- Cotulla, TX 78014
 Phone: (830)879-5300 Fax: (830)879-5301

137 W Main Street, Sinton, TX 78387
 Phone: (361)364-2416 Fax: (361)364-1814

Business Credit Application

Applicant Information

Company Name:		Tax I.D. Number	
Street Address:			
Billing Address (if different from Business Address):		Phone:	
City:	State:	ZIP:	Fax:

Company Information

Type of Business:		In Business Since:	
Legal Form Under Which Business Operates:			
Corporation <input type="checkbox"/>		Partnership <input type="checkbox"/>	Proprietorship <input type="checkbox"/>
If Division/Subsidiary, Name of Parent Company:		In Business Since:	
Owner/Officer Name:	Title:	Social Security #:	
Address:	City:	State:	ZIP: Phone:
Owner/Officer Name:	Title:	Social Security #:	
Address:	City:	State:	ZIP: Phone:

Bank References

Institution Name:	Checking Account #:	Account Contact:
Physical Address:	City, State, Zip Code	Phone:
Institution Name:	Checking Account #:	Account Contact:
Physical Address:	City, State, Zip Code	Phone:

Trade References

Company Name:	Contact Name:	Address
Phone:	Account Opened Since:	Account #:
Company Name:	Contact Name:	Address:
Phone:	Account Opened Since:	Account #:
Company Name:	Contact Name:	Address:
Phone:	Account Opened Since:	Account #:

Tax Exemption Certificates:

Do you have a Federal Excise Tax Exemption? () Yes () No

Do you have a Sales Tax Exemption? () Yes () No

If yes, please provide a copy of each certificate.

Storage Tank Registration

Do you have underground and/or aboveground storage tanks registered? () Yes () No

Do your storage tanks meet 12/22/98 Federal and State regulations? () Yes () No

Ever filed for Bankruptcy? () Yes () No

If yes, please state the Bankruptcy Chapter, Filed Date and Discharge Date.

Please attach most current Financial Statements, including both Balance Sheet and Income Statement. (*Financial Statements are strictly confidential and may only be reviewed by an officer of Llewellyn Oil Co.)

Llewellyn Oil Co. Office Use Only

Reviewed and approved by:	Date:
Assigned Vendor Number:	Customer Notified Date:

Credit Terms and Conditions

1. The undersigned applicant for credit (hereinafter referred to) as "Customer" guarantees that all information provided on this application and agreement is true and complete. Customer agrees to be bound by all terms and conditions stated herein. The Customer authorizing Llewellyn Oil Co. to investigate Customer's credit history, and further authorizes Llewellyn Oil Co. to furnish Customer's account information to others.
2. Credit is extended at sole discretion of Llewellyn Oil Co. and upon such terms and conditions as Llewellyn Oil Co. may determine. Credit limitations shall not be construed to be a limitation on the liability of the Customer's account of any personal guarantee. Each invoice is due and payable within (30) days of the invoice date. Billings not paid within the terms established will incur a late charge of 1.5% per month (18% per year or the maximum amount of interest permitted by the laws of the state of Texas, whichever is lower). A \$35.00 charge shall be levied against Customer for each returned check, which shall be immediate due and payable.
3. Llewellyn Oil Co. may at any time without notice refuse to permit further credit purchases, or may reduce Customer's credit limit at any time at Llewellyn Oil Co.'s sole discretion. Llewellyn Oil Co. may upon notice amend this agreement. Subsequent purchase shall be subject to such amendment. No cancellation will affect Customer's obligation to pay charges incurred. If Customer's account is referred for collection, Customer shall pay all attorney's fees and costs of collection. Customer agrees that jurisdiction and venue for any contract dispute shall be at the discretion of Llewellyn Oil Co.
4. Self service delivery of products from cardlocks will be made without obtaining signatures or receipts upon delivery. Fuel cards issued to the Customer remain the property of Llewellyn Oil Co. and Customer agrees to return all cards upon Llewellyn Oil Co. request. Should any of the fuel cards issued hereunder be lost or stolen, Customer nevertheless shall remain liable for all charges incurred until written notice is received by Llewellyn Oil Co. PO Box 36, 902 S Main St, Cotulla, TX 78014. Customer shall give immediate notice of loss by phone at (830) 879-5300. A fee will be charged per card to reinstate any cards invalidated due to non-payment.
5. Customer understands that no officer, employee, agent or assignee of Customer has authority to waive any provision of this agreement, nor shall any industry, custom or practice vary the expressed provision contained herein. Any provision(s) under this agreement which may prove invalid or unenforced under any law, rule or regulation of any government agency will not affect the validity or enforceability of any other provision of this agreement. Llewellyn Oil Co. failure to enforce any specific right or otherwise indulge the Customer shall not be deemed a waiver of this agreement or any part of this agreement.
6. Customer is obligated for purchases notwithstanding change in the form of business or sale to a third party unless written notice is received by Llewellyn Oil Co. Customer shall indemnify and hold Llewellyn Oil Co. harmless from any claims and costs, including but not limited to those for bodily injury and damage, which may be occasioned by attributable to the Customer or its agents while on Llewellyn Oil Co. premises. Llewellyn Oil Co. shall not be liable for any damages which may result from failure to provide fuel or the failure of Llewellyn Oil Co. equipment to operator.
7. The undersigned is authorized to bind Customer to this agreement. Customer agrees to be bound by all terms and conditions stated here.
8. By agreeing to extend credit to the customer, Llewellyn Oil Co., is not committed or bound in any manner, in law or otherwise, to accept future orders, make future deliveries of product, or otherwise commit volume or sales to the customer.

Signature	Date	Signature	Date
Print Name and Title		Print Name and Title	

Continuing Personal Guarantee

The undersigned hereby unconditionally guarantee(s) the full and prompt payment to Llewellyn Oil Co., when due of all indebtedness, obligations, and liabilities of the Applicant named in this Application of Credit, including all amounts currently owing and arising in the future, including any service charges, interest, attorney(s) fees, court and collection costs. The Applicant also agrees to be personally and unconditionally bound by all terms of this Application. The guarantee will continue in full force and effect until all amounts payable by Applicant to Llewellyn Oil Co., have been paid and the Applicant account has been terminated. The Applicant

guarantor hereby waives presentment demand of payment, filing, or proof of claim, any right to require a proceeding first against Applicant, protest notice and all demand whatsoever. The Applicant further authorizes and consents to the now and future use of personal consumer credit reports for information in support of this guarantee.

Authorized Signature

Date

Authorized Signature

Date

Print Name

Social Security Number

Print Name

Social Security Number