



THREE L
FUELS, LUBRICANTS & CUTTING FLUIDS

12235 Robin Blvd
Houston, Texas 77045-4826
713-434-7600 Office
713-434-8626 Fax
www.threelinc.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 Three L., Inc. _____

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 Three L, Inc. I further agree this Customer Application is the property of Three L, Inc. and authorize Three L, Inc. 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 _____, 201_____.

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 Three L, Inc., hereafter referred to as “Three L, Inc.,” unless otherwise agreed to in writing by authorized Three L, Inc. officers:

- **Payment Terms:** NET 30 DAYS from date of delivery.
- **Three L, Inc.** reserves its right, at its sole discretion and without notice, to change Customer’s future credit terms at any time. Three L, Inc. may at any time without notice to Customer terminate Customer’s account with Three L, Inc. for any reason. Any change to Customer’s account, including termination, shall not relieve Customer from its timely payment obligation to Three L, Inc.
- Customer represents, warrants and acknowledges that credit extended by Three L, Inc. will be for business purposes and not for personal, consumer or household purposes.
- By accepting fuel and/or lubricants from Three L, Inc., Customer hereby accepts the obligation and responsibility for full payment for all fuel and/or lubricants received from Three L, Inc.
- 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 Three L, Inc. 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 Three L, Inc. 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 Three L, Inc. 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..
- Three L, Inc. 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 Three L, Inc. in either electronic or printed form, and to notify Three L, Inc. 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 Three L, Inc. information related to Customer’s accounts. Customer authorizes Three L, Inc. 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 Three L, Inc. to such agencies.
- **Security Agreement.**
 - (1) **Grant of Security Interest.** Customer, as security for the obligations contained herein, hereby grants to Three L, Inc. a purchase money security interest in the goods purchased by Customer from Three L, Inc. 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 Three L, Inc. 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 Three L, Inc. to file a financing statement describing the Collateral. Customer agrees to execute any further documents, and to take any further actions reasonably requested by Three L, Inc. to evidence or perfect the security interests granted herein, to maintain the priority of the security interests, or to effectuate the rights granted to Three L, Inc. 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 Three L, Inc.
 - (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 Coastline Petroleum, (3) the repayment of (a) any amounts Three L, Inc. may advance or append for the maintenance or preservation of the Collateral and (b) any other expenditures that Three L, Inc. 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 Three L, Inc.; 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 Three L, Inc.
- (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 Three L, Inc. to be inaccurate or incorrect. Should Customer be in default, Customer will pay to Three L, 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, Three L, Inc. 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, Three L, Inc. shall have the right to pursue any of the following remedies separately, successively or simultaneously:
 - a. File suit and obtain judgment and, in conjunction with any action, Three L, Inc. may seek any ancillary remedies provided by law, including levy of attachment and garnishment;
 - b. Take possession of any Collateral not already in its possession without notice to Customer and without legal process. Upon the demand of Three L, Inc., Customer will assemble and make the Collateral available to Three L, Inc. as it may direct. Customer grants to Three L, Inc. the right, for this purpose, to enter into or on any premises where Collateral may be located; and
 - c. 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, Three L, Inc. 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.**
 - a. **No Waiver.** No delay or omission by Three L, Inc. 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.
 - b. **Notices.** Three L, Inc. shall give Customer such notice of any private or public sale as may be required by the UCC. No other notices are required.
 - c. **Condition of Collateral.** Three L, Inc. has no obligation to clean up or otherwise prepare the Collateral for sale.
 - d. **No Obligation to Pursue Others.** Three L, Inc. has no obligation to attempt to satisfy Customer's obligations by collecting them from any other person liable for them and Three L, Inc. may release, modify or waive any collateral provided by any other person to secure any of the obligations, all without affecting the rights of Three L, Inc. against Customer. Customer waives any right it may have to require Three L, Inc. to pursue any third person for any of Customer's obligations.
 - e. **Compliance With Other Laws.** Three L, Inc. 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.
 - f. **Warranties.** Three L, Inc. may sell the Collateral without giving any warranties as to to the Collateral. Three L, Inc. 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.
 - g. **Sale on Credit.** If Three L, Inc. sells any of the Collateral upon credit, Customer will be credited only with payments actually made by the purchaser, received by Three L, Inc., and applied to the indebtedness of the Purchaser. In the event the purchaser fails to pay for the Collateral, Three L, Inc., may resell the Collateral and Customer shall be credited with the proceeds of the sale.
 - h. **Purchases by Secured Party.** In the event Three L, Inc. purchases any of the Collateral being sold, Three L, Inc. may pay for the Collateral by crediting some or all of the obligations of the Customer.
 - i. **No Marshaling.** Three L, Inc. has no obligation to marshal any assets in favor of Customer, or against or in payment of any other obligation owed to Three L, Inc. by Customer or any other person.
 - j. **Assignment:** Three L, Inc. 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 Three L, Inc. may agree to special terms contrary to the above credit terms, but only if approved in writing by Three L, Inc.
 - This agreement is considered to be entered into only upon the execution by Three L, Inc. 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

Three L, Inc.

Signature: _____

Three L, Inc. **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**

Guarantor's Home Address **City** **State** **Zip**