



### GPM Empire, LLC

Customer Application & Credit Form

Corporate Office • 8350 N Central Expy M2185, Dallas, TX 75206 • (214) 750-9313

GPM Empire, LLC, its affiliates, subsidiaries, successors and assigns shall hereinafter be referred to as "Empire"

#### BUSINESS INFORMATION

The undersigned ("Customer") states that all of the foregoing information is true and correct and requests that Empire extend credit, and/or continue previously extended credit, to Customer in material reliance upon such information. The undersigned provides authorization to release any information necessary toward the processing of an account application with Empire. This information will be kept strictly confidential by Empire. **The undersigned has read and agrees to the Terms and Conditions (attached to this agreement) and agrees that all of those Terms and Conditions are binding on the Customer.** Facsimile and scanned signatures shall have the same force and effect as an original signature.

**[X] Signature** \_\_\_\_\_ Date: \_\_\_\_\_ Federal ID# \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Legal Name of Company \_\_\_\_\_ DBA \_\_\_\_\_ Years in Business \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Business Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ How long at this address? \_\_\_\_\_  Own  Lease

Check one:  Proprietorship  Partnership  LLC  Corporation  Non Profit

Subsidiary of Parent Company Name of Parent \_\_\_\_\_ Tax Exempt:  Yes  No

[If yes, please provide Tax Exempt certificate]

Single Entity (not a subsidiary) Primary Business Activity \_\_\_\_\_ Dun & Bradstreet #: \_\_\_\_\_

Has the company ever filed for bankruptcy?  Yes  No If so, when and what Chapter? \_\_\_\_\_

#### BUSINESS BANK INFORMATION

Primary Bank \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Bank Contact Person \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_ Account Type and Number \_\_\_\_\_

#### CREDIT REFERENCES

Business Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Business Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Business Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

#### OWNER, PRINCIPAL, AND/OR OFFICER OF THE CUSTOMER

Name \_\_\_\_\_ Position \_\_\_\_\_ SS # \_\_\_\_\_

Home Address \_\_\_\_\_ City/St \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Driver's License # \_\_\_\_\_ Date of Birth \_\_\_\_\_

Own  Rent

Have you ever filed for personal bankruptcy?  Yes  No

I certify that the information is true and correct and acknowledge that additional information may be required to support a credit decision. As a principal of the applicant, I authorize and request Empire to obtain and continue to consider my personal credit in conjunction with this application. Facsimile and scanned signatures shall have the same force and effect as an original signature.

**[X] Signature** \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_ SS # \_\_\_\_\_

Home Address \_\_\_\_\_ City/St \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Driver's Lic# \_\_\_\_\_ Date of Birth \_\_\_\_\_

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**[X] Signature** \_\_\_\_\_

**TERMS AND CONDITIONS APPLICABLE TO ALL CUSTOMERS**

The entity or individual applicant (hereinafter "Customer") agrees to pay all charges when due. In the event said charges are not timely paid, Customer agrees to pay Empire a service charge of 2% per month (or the highest rate allowed by law, as determined on a monthly basis), on the unpaid balance for all charges not paid within the due date. This is not interest on a loan or a finance charge but an agreed to service charge for the failure to timely pay for goods and services received.

Customer acknowledges credit limits set by Empire are solely for the benefit of Empire and may be modified at any time by Empire at Empire's sole discretion. Any purchases by Customer in excess of a prior credit limit shall not be deemed a waiver of the existing credit limit. Customer agrees to pay for all purchases notwithstanding the credit limit in effect at that time of purchase. Customer represents and warrants that it is a commercial enterprise or a governmental body, and that the account will only be used in the conduct of its business and only for commercial purposes. The fuel and other goods/services purchased will not be made available for personal, family or household purposes.

To secure the payment, Customer grants Empire a purchase money security interest in the products sold under this agreement whether constituting goods, payment intangibles and/or general intangibles, including all accessions to and replacements thereof, and all proceeds of the foregoing. Customer authorizes Empire to file one or more financing statements signed only by Empire without Customer's signature and to use a copy of this agreement as an exhibit to any financing statement. Customer shall execute any additional documents, instruments, financing statements or amendments to perfect or continue the security interest created by this agreement. Empire shall have all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the state where they reside from time to time, which remedies shall be cumulative and not exclusive. Any and all payments made under this agreement shall be made via electronic funds transfer (EFT) or any other method determined by Empire. Customer agrees to fill out and complete Empire's documentation to allow for EFT or any other documentation required for Empire to process payments hereunder. Any returned EFT by Customer will result in a \$250, per occurrence, fee for such return, as such fee may be updated from time to time by Empire.

Empire may, at its option, refuse to permit charges to be incurred on the account. Delivery of product to the facilities or trucks of Customer may be made without obtaining signatures upon delivery. Delivery times are "best efforts" only. Empire will not be responsible for any claims or damages whatsoever for failure to deliver at certain times. Customer and the undersigned certify that the delivery location is unbranded and will immediately notify Empire of any change in writing by certified mail. Products sold by Empire shall be delivered into tank trucks or tank cars supplied or arranged for by Customer. Deliveries shall be made by Empire to Customer during the applicable delivering terminal's usual business hours, and at such times as may be required by Customer. Unless otherwise agreed in writing between the parties, the title to, risk of loss, and liability, with respect to products delivered hereunder, shall pass to Customer at the flange where the product enters the equipment designated or supplied by Customer at the applicable terminal. In the event that Customer's action or inaction results in any loss of or damage to the products during the delivery/receipt process prior to the title to, risk of loss, and liability passing to Customer pursuant to this provision, then Customer shall be liable for such loss of or damage to the products, or any other losses or damage, that results from such action or inaction.

Purchases from Empire of all products shall be at the per gallon rack price posted by Empire relating to the terminal applicable to the transaction. In addition, Empire will charge Customer a per gallon fee for all applicable dyes, additives and excise taxes.

The parties agree, notwithstanding applicable conflict of laws, that the laws of the State of Texas shall apply to interpretation and enforcement of the terms and conditions set forth herein, as well as any other dispute arising out of this agreement, whether based in contract, tort, statute or otherwise, and any action brought under this agreement shall be brought in Dallas, Texas. The parties agree that, if the account is referred for collection to an attorney, the Customer and the undersigned will pay reasonable attorneys' fees and costs of collection (including but not limited to any fees incurred by using a collection agency).

This agreement constitutes the final agreement between the parties. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in the agreement are expressly merged into and superseded by this agreement.

To the maximum extent permitted by the applicable law, Empire's total aggregate liability to Customer for any claim arising out of or in connection with this agreement for breach of contract, breach of warranty, breach of statutory duty or negligence or other tort, whether by virtue of strict liability or otherwise, will not exceed the invoice value of the relevant delivery of product, if delivered, or if the above breach of Agreement consists of a failure to deliver, the invoice value of the product had it been delivered and invoiced. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR LOSS OF PRODUCTION, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, OR WASTED EXPENDITURE OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE COST, EXPENSE, LOSS OR DAMAGE OF ANY KIND.

**[X] Initial** \_\_\_\_\_

**[X] Initial** \_\_\_\_\_

**CONTINUING PERSONAL GUARANTY**

As a direct and material inducement to Empire granting financial accommodations or otherwise extending credit to Customer, the undersigned (jointly and severally) hereby unconditionally personally guarantee(s) to Empire the payment, when due, of every invoice or claim (including but not limited to service charges, reasonable attorneys' fees and costs, and collection costs and fees) of Empire against the Customer. This is a continuing personal guaranty and shall remain in full force until written revocation, via certified mail, from the undersigned is actually received by Empire, but such revocation shall be effective only as to claims of Empire that arise out of transactions entered into after Empire's actual receipt of such written notice. Empire shall not be required to first proceed against applicant or enforce any other remedy before proceeding against either of the undersigned. As a continuing personal guaranty, this shall not be discharged by the death of the undersigned and shall bind the heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor assignee of Empire. The term of this guaranty shall be for the duration of the agreement, and any addendum thereto, and shall guarantee all obligations that may arise or occur during the term thereof though enforcement shall be sought subsequent to any termination. Notwithstanding the full payment of any claim or receipt of any revocation, this continuing personal guaranty shall remain in full force and effect or be reinstated with respect to claims against the Customer if the Customer files for bankruptcy protection, in any court proceeding an order or judgment is entered compelling Empire to return or refund any amount of payment made with respect to the claims and will not be affected or terminated (by operation of law or otherwise) by any compromise settlement, release or discharge of the Customers' indebtedness, or subsequent addition of other guarantors, unless expressly agreed to in writing. Further, the undersigned agrees to and hereby does, waive any and all right to subrogation against the Customer for monies paid to Empire under this or any other agreement binding the undersigned or the Customer. The undersigned waives all statutory rights available to them as sureties. The undersigned further agrees to pay all reasonable costs, expenses and attorneys' fees incurred in the enforcement of this continuing personal guaranty, or in the enforcement of any obligation as a result of the extension of credit. The jurisdiction and choice of law provisions of the terms and conditions apply to this guaranty. Facsimile and scanned signatures shall have the same force and effect as an original signature. Guarantor acknowledges that any claim made pursuant to this personal guaranty relates to a commercial obligation and is not covered by the FDCPA.

**[X] Signature** \_\_\_\_\_

Please Print Name \_\_\_\_\_

**[X] Signature** \_\_\_\_\_

Please Print Name \_\_\_\_\_



8350 N. Central Expressway, Suite M2185  
 Dallas, Texas 75206  
 Attn: Legal Department

**Electronic Funds Transfer Authorization Agreement**

(Business Purposes Only)

**General Information**

Company Name etc.:					
Mailing Address:	Street	City	State	Zip	
Telephone Number	EFT Fax Number		E-mail Address		

Above named "Company" hereby authorizes GPM Investments, LLC and its affiliates (collectively, "GPM") to originate Automated Clearinghouse electronic funds transfer credit/debit entries to Company's account, indicated below, and hereby authorizes the Depository institution, named below (hereinafter "Financial Institution"), to accept and credit or debit the amount of such entries to the Company's account.

**BANK INFORMATION**

Bank Name	Branch	
Address	Bank Routing Number	Customer Account Number
City, State, Zip Code	PHONE	FAX
Bank Contact Name	Bank Authorization Signature (if required by bank)	

Company shall be responsible for any loss which may arise by reason of any error, mistake or fraud regarding the information provided in this agreement, except losses incurred as a direct result of any fraud of GPM, its officers, directors, employees or agents. Company may change any portion of the information provided under Bank Information by providing at least fifteen (15) days written notice to GPM at the address shown above.

This authority shall remain in effect until fifteen (15) days after Financial Institution, as address shown above, and GPM, at the address shown above, have received written cancellation from Company. Notice of cancellation shall in no way affect credit or debit entries initiated prior to the actual receipt and processing of notice. Company understands that GPM may suspend this Agreement at any time.

Company understands that the Automated Clearinghouse electronic funds transfer debit entry will be accepted by Financial Institution if sufficient funds are available in Company's account listed above and Company agrees separately with GPM to maintain sufficient funds at all times in this account.

To the fullest extent permitted by applicable law, the parties hereby consent to the use of electronic signatures on this form and an electronic signature shall bind the party with the same force and effect as a manual signature. The foregoing shall not preclude the parties from executing this form in hardcopy or PDF form.

Customer, by executing below, hereby authorizes GPM to commence electronic fund transfers from the above provided bank account.

Authorized Signature	Position (must be owner or officer)	Date

\*\* Please return this form, with a copy of a voided check, to GPM at the address provided above \*\*