



**EXPRESS PETRO TRANSPORTATION, LLC.
PO Box 908001
Midland, Texas 79708-0001
432-250-4204**

Dear Prospective Customer:

Thank you for your interest in Express Petro Transportation, LLC. Enclosed please find the following documents:

- ◆ Credit Application
- ◆ Guaranty Agreement
- ◆ General Product Sales Terms and Provisions

If you have questions regarding the above documentation, please contact Jason Shamblin at 512-947-5095.

We have further enclosed the following documentation that will enable us to correctly code your taxable status:

.

Please complete the enclosed documentation and forward it and ***a copy of your latest year-end financial statement*** to:

Express Petro Transportation, LLC.
PO Box 908001
Midland, TX 79708-0001

We appreciate the opportunity to be of service.



EXPRESS PETRO TRANSPORTATION, LLC.
PO Box 908001
Midland, Texas 79708-0001

Credit Application & Agreement

Applicant Information

Company Name: _____ Doing Business As: _____
Address: _____ City/State/Zip _____
Billing Address (if different) _____ City/State/Zip _____
Contact Person: _____ Phone: _____ Fax: _____
E-Mail Address: _____
A/P Contact Person: _____ Phone: _____ Fax: _____

Account Information

Type of Business: () C-Corporation [Public(); Private()] () S-Corporation () Professional Association
() Governmental or Municipality () Sole Proprietorship () General Partnership*
() Limited Partnership* () Limited Liability Company
(*If a partnership, please attach a copy of Partnership Agreement)

State of Incorporation/Formation: _____ Federal Tax ID# or SSN: _____
Account is a () Division () Subsidiary of: Name _____
Address: _____ City/State/Zip _____
Has Applicant applied for credit with Express Petro Transportation, LLC. Company Inc. before? Yes: _____
No: _____

Bank Information

1. Bank: _____ Officer: _____
Address: _____ City/State/Zip _____
Phone: _____ Fax: _____
Account No(s): Checking _____ Savings _____ Loan _____ Other _____
2. Bank: _____ Officer: _____
Address: _____ City/State/Zip _____
Phone: _____ Fax: _____
Account No(s): Checking _____ Savings _____ Loan _____ Other _____

Trade References

1. Name: _____ Contact: _____
Address: _____ City/State/Zip _____
Phone: _____ Fax: _____
2. Name: _____ Contact: _____
Address: _____ City/State/Zip _____
Phone: _____ Fax: _____
3. Name: _____ Contact: _____
Address: _____ City/State/Zip _____
Phone: _____ Fax: _____

General Information

Estimated Credit Needed: _____ Express Petro Transportation, LLC. Marketing Representative: _____

Pricing to be delivered by: () Fax () E-Mail () Both

E-Mail Address: _____ Fax No.: _____

Please continue to the back or to Page 2 of this application. Signature on Page 2 Required!

1

Other Statements

Please answer the following questions as they pertain to the Applicant, co-applicant, and/or guarantor(s). If any of the questions are answered "YES", please attach a detailed written description and explanation.

Has the Applicant, co-applicant or guarantor:

Had any outstanding or unsatisfied judgments or during the past 7 years been declared bankrupt? Yes ___ No ___

Had a property foreclosed on or given title or deed in lieu thereof? Yes ___ No ___

Been a party to a loan or credit obligation that was either delinquent or in default? Yes ___ No ___

If any of the forgery are answered "yes" attach an explanatory statement.

Financial Information/Other Documents

Please attach the following information with this application. All information must be received before the application is processed:

- 1) Applicant's most recent year-end financial statement including balance sheet and income statement (if more than 6 months old, as submit most recent quarterly statement).
- 2) Executed Direct Debit Agreement
- 3) Applicable State and Federal Tax forms for the most recent
- 4) Copies of Driver's Licenses
- 5) Guaranty Agreement(s) with Guarantor's personal financial statement attached

Terms & Conditions

- 1) The Applicant agrees to pay for all purchases according to terms provided in the related invoice(s) to applicant. No terms or conditions different from those in this application, Express Petro Transportation, LLC. Company Inc. ("Express Petro Transportation, LLC.") General Product Sales Terms and Provisions, or from Express Petro Transportation, LLC. invoice(s) will become part of any transaction unless specifically approved in writing by Express Petro Transportation, LLC.. The Applicant gives Express Petro Transportation, LLC. the right to repossess all product(s) not paid in full as per the terms of credit issued by Express Petro Transportation, LLC.
- 2) This application is not intended to be an offer or promise to provide credit to Applicant.
- 3) Express Petro Transportation, LLC. reserves the right in its sole and absolute discretion to grant or deny credit, or decrease or increase credit limits.
- 4) The Applicant agrees that accounts not paid by due date may be charged interest at a rate up to one and one-half (1.5) percent per month, than which is an annual rate of eighteen (18) percent, but not more than the highest rate permitted by law. The customer is responsible for all incurred collection costs or fees, including but not limited to Express Petro Transportation, LLC. attorneys' fees and court costs.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission.

Agreement Regarding Financial Information

The Applicant has provided or will provide certain financial and other information to Express Petro Transportation, LLC.. These are furnished for the purpose of inducing Express Petro Transportation, LLC. to provide credit to the Applicant. This Agreement shall be regarded as continuous until another shall be substituted by mutual agreement of all parties. Applicant shall provide Express Petro Transportation, LLC. updated balance sheets and income statements ("Statements") annually (within 90 days of year-end) and upon reasonable request. Applicant warrants that the Statements are a true, accurate, and complete statement of Applicant's financial condition, and will immediately notify Express Petro Transportation, LLC. in writing of any material adverse change in the financial condition of Applicant. Applicant authorizes Express Petro Transportation, LLC. to obtain, and the bank and trade references listed in this application and any other sources contacted by Express Petro Transportation, LLC. are authorized to release, any information, including credit information, that Express Petro Transportation, LLC. may require concerning the Statements and Applicant's credit standing from time to time. Express Petro Transportation, LLC. is authorized to share information related to Applicant's credit standing with banks and other parties. Applicant will indemnify and hold Express Petro Transportation, LLC. harmless from information related to Applicant's credit standing and shared by Express Petro Transportation, LLC. and from information obtained from Applicant or Applicant's references and shared by Express Petro Transportation, LLC.. Applicant hereby gives its consent to have Express Petro Transportation, LLC. obtain any and all information from its banks or others concerning applicant's checking and/or savings accounts, obligations, and all other credit matters which Express Petro Transportation, LLC. may require in connection with the application. This document (and any other document required or requested herein) may be delivered either by executed original or by executed original sent by facsimile transmission, and the undersigned agrees to promptly follow any facsimile transmission by mailing a hard copy original. Any failure of Express Petro Transportation, LLC. to receive the hard copy executed original of such document shall not diminish the binding effect of receipt of the facsimile transmitted executed original. In addition, this document (and any other document required or requested herein) may be reproduced or photocopied and a copy shall be as effective as the original.

Agreement Regarding Venue

Applicant further agrees that each obligation to be performed by Express Petro Transportation, LLC. shall be performable in Coke County, Texas and that all payments and obligations of Applicant are performable in Coke County, Texas. Applicant further agrees that the laws of the State of Texas shall govern this contract between Express Petro Transportation, LLC. and the Applicant and also govern any transactions made between Express Petro Transportation, LLC. and Applicant. Applicant further agrees to waive personal jurisdiction and venue in any dispute arising from, or relating to, the sale or goods or services by Express Petro Transportation, LLC. to Applicant and agrees that any dispute shall be exclusively resolved in the Courts of Coke County, Texas.

By signing this application, Applicant certifies that the statements made in the application including statements contained in financial statements attached are true, accurate and complete.

Applicant (Company Name): _____ Date: _____

Signature: _____ Print Name: _____ Title: _____

2

EXPRESS PETRO TRANSPORTATION, LLC.
PO Box 908001
Midland, Texas 79708-0001
432-250-4204

GUARANTY AGREEMENT

IN CONSIDERATION OF Express Petro Transportation, LLC. or any subsidiary or affiliate of Express Petro Transportation, LLC. (such entities hereinafter referred to as "Express Petro Transportation, LLC.") extending credit

to _____
(Business Name)

of _____
(Business Address)

(hereinafter referred to as "BUYER", which term is intended to include its successors, assigns, legal representatives, executors and administrators), the undersigned (hereinafter referred to as "GUARANTOR") hereby guarantees payment at maturity of whatever amount shall at any time be owing to **Express Petro Transportation, LLC.** on account of products heretofore or hereafter sold or delivered by **EXPRESS PETRO TRANSPORTATION, LLC.** to BUYER, whether said indebtedness is in the form of open account, open account note, trade acceptance, draft or other evidence of debt. Should BUYER for any reason fail to pay any such indebtedness, GUARANTOR promises to pay the same, upon demand in writing mailed to the address shown below, to at its offices in Bronte, Coke County, Texas.

This is an absolute and continuing guaranty, intended to cover any number of sales transactions. It shall continue in force notwithstanding any change in the form of such indebtedness or renewals or extensions granted by **Express Petro Transportation, LLC.** without obtaining consent of or notice to GUARANTOR and until expressly revoked upon the receipt of **Express Petro Transportation, LLC.** of written notice from GUARANTOR. Such notice of revocation shall not affect liability for any indebtedness then existing. Revocation by any other guarantors of BUYER's indebtedness will not affect the obligation of GUARANTOR hereunder. GUARANTOR waives notice of acceptance of the guaranty, notice of the amount of sales, notice of default in payment by BUYER, and demand upon BUYER for performance of the primary obligation. GUARANTOR further waives any right to require **Express Petro Transportation, LLC.** to sue or otherwise attempt collection against BUYER or any other party prior to attempting collection against GUARANTOR, or to have BUYER or any other party joined with GUARANTOR in a suit to enforce the terms hereof.

The obligation of all parties signing this guaranty, where more than one, shall be joint and several, and the discontinuance or discharge for any reason as to one or more of the guarantors shall not operate as a discontinuance or discharge as to the other or others.

GUARANTOR represents that GUARANTOR is the owner of, or possesses, a direct or indirect interest in BUYER and that GUARANTOR will receive a direct and material benefit from the transactions between BUYER and EXPRESS PETRO TRANSPORTATION, LLC.

Whenever an attorney is used to collect or enforce any rights of **Express Petro Transportation, LLC.** against GUARANTOR under this agreement, whether by suit or other means, GUARANTOR agrees to pay **Express Petro Transportation, LLC.** a reasonable attorney's fee, which shall in no event be less than ten percent (10%) of the amount owing to **Express Petro Transportation, LLC.** hereunder, together with all other costs and expenses of collection.

This document (and any other document required or requested herein) may be delivered either by executed original or by executed original sent by facsimile transmission, and the undersigned agrees to promptly follow any facsimile transmission by mailing a hard copy original. Any failure of **Express Petro Transportation, LLC.** to receive the hard copy executed original of such document shall not diminish the binding effect of receipt of the facsimile transmitted

executed original. In addition, this document (and any other document required or requested herein) may be reproduced or photocopied and a copy shall be as effective as the original.

Dated this _____ day of _____, 20_____.

GUARANTOR:

HOME STREET ADDRESS:

X _____

(Printed Name)

*Please sign and attach a copy of Guarantor's personal financial statement. This Guaranty Agreement may be copied for additional Guarantors.



Express Petro Transportation, LLC.

GENERAL PRODUCT SALES TERMS AND PROVISIONS

1. **TITLE AND RISK OF LOSS:** Title and risk of loss shall pass to Buyer as the product enters the receiving equipment, or, if received by a common carrier, when accepted by the carrier for shipment.
2. **TAXES:** Buyer shall pay, or reimburse Seller for all federal, state and local taxes, fees or charges which are imposed by law on any transaction or product sold hereunder.

Buyer shall provide to Seller all proper exemption certificates prior to delivery, that show that Buyer is licensed to engage in tax free transactions with respect to the product under all federal or state laws which may apply to this agreement and the product delivered hereunder.

Buyer shall (a) upon receipt of Seller's invoice pay or reimburse Seller for any such taxes, fees or charges Seller is required by law to pay or (b) provide Seller upon demand with a valid exemption certificate.

3. **MEASUREMENT AND TESTS:** All volumes or quantities shall be measured and adjusted according to the prevailing practices and methods generally used by Seller at its locations. All quantities shall, unless otherwise agreed, be determined in accordance with the following and adjusted to a standard temperature of sixty (60) degrees Fahrenheit in compliance with applicable A.S.T.M. methods. The term "barrel as used herein shall mean forty-two (42) U.S. gallons. The term "gallon" as used herein shall mean a U.S. gallon of two hundred thirty one (231) cubic inches. Tests for quality shall be made at regular intervals in accordance with recognized procedures.
4. **PAYMENT AND CREDIT:** Payment shall be made without discount, deduction, withholding, set-off or counterclaim by wire transfer, electronic funds transfer or check (as designated on Seller's invoice to Buyer) of immediately available funds on or before the payment due date specified on Seller's invoice, to the bank and account designated by Seller, against presentation to Buyer by Seller of original hard copy, facsimile copy or e-mail copy of invoice.

Seller's duty to perform and Buyer's right to purchase hereunder are at all times subject to approval, and continuing approval, of Buyer's credit to Seller. No assurance or guarantee is made of, of or of continuation of, any particular credit. If sufficient credit for this transaction is not approved by Seller's Credit Department, Buyer shall either prepay the full amount owed to Seller at least one (1) banking day prior to scheduled delivery date or shall secure payment by the issuance of an irrevocable letter of credit which will be opened in a form and substance, and with a bank acceptable to Seller. Any and all applicable taxes must be covered in the irrevocable letter of credit unless Buyer provides Seller with certificate(s) evidencing Buyer's tax-exempt status. Without limitation on Seller's rights and remedies on credit issues or any other cause(s), if Buyer fails to pay any amount promptly when due hereunder or if Seller needs assurance, or further assurance, of buyer's credit worthiness, Seller may cancel this contract, demand different payment terms, suspend or recall deliveries or shipments, impose different credit terms or impose different requirements for collateral assurance of payment. ANY SUCH DEMAND MAY BE MADE ORALLY AT SELLER'S ELECTION. Seller is hereby given an express right to set-off against any amount whatsoever owing or becoming due to Buyer, any amount owing by or becoming due from Seller or any company that is directly or indirectly subsidiary to, parent of or affiliated with Seller.

The Buyer gives the Seller authorization to check credit records, make any investigations and inquiries Seller may deem necessary to satisfy Seller as to the credit worthiness of Buyer(s) and its Guarantor(s), owner(s), or cosign(s).

5. **WARRANTIES:** Seller warrants that (a) the Product conforms at the time of loading to Seller's current standard specification therefore, and that (b) the Seller has free and clear title to the Product delivered hereunder. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, NO OTHER WARRANTIES ARE MADE, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE, EVEN IF SUCH PURPOSE IS KNOWN

TO THE PARTIES. IN NO EVENT, REGARDLESS OF NEGLIGENCE, SHALL EITHER PARTY BE LIABLE FOR PUNITIVE DAMAGES.

All warranties made hereunder shall survive acceptance of or payment for the product by the receiving party.

6. FORCE MAJEURE: Neither party shall be responsible for damages caused by delay or failure to perform in whole or in part hereunder or noncompliance with any of the terms hereof when such delay, failure, or noncompliance is attributed to acts of God, strikes, differences with workmen, lockouts, plant shutdowns, fires, floods, acts or compliance with requests of any governmental authority, war conditions, accidents, delays in transportation, or other causes beyond the control of the party who is in default or who is unable to comply with terms of the contract, whether or not similar to those enumerated. It is understood and agreed that the settlement of strikes or differences with workmen shall be entirely within the discretion of the parties having the difficulty. In the event of the foregoing, Seller shall not be obligated to prorate product and/or deliveries hereunder, nor shall Seller be obligated to deliver from a terminal other than the terminal(s) designated herein and in the absence of such a designated terminal(s), the terminal(s) customarily used in the performance hereunder, regardless of whether a commercially reasonable substitute is available.
7. LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS, BUSINESS INTERRUPTUM, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES. Seller's liability with respect to the Agreement or any action in connection herewith whether in Agreement, tort or otherwise shall not exceed the price of the product sold hereunder or the price of that portion of such product on which liability is asserted. All claims for product quality or quantity hereunder must be delivered in writing to Seller no later than sixty (60) days after the delivery of the product to Buyer. Further, any actions to enforce any rights or obligations under this Agreement must be filed in court against the other party no later than one (1) year after the date on which the alleged breach of this Agreement occurred.
8. INDEMNITY: Subject to the provisions of paragraph 7, Limitation of Liability, Seller and Buyer mutually covenant to and shall protect, defend, indemnify and hold each other harmless from and against any and all claims, demands, suits, losses (including without limitation, costs of defense, attorneys' fees, penalties and interest), damages, causes of action and liability of every type and character without regard to amount caused by, arising out of or resulting from the acts or omissions of negligence or wrongdoing of such indemnifying party, its officers, employees, customers or agents with respect to the purchase and sale of product hereunder.
9. WAIVER: No waiver by either party of any breach by the other party of any of the covenants or conditions herein contained shall be construed as a waiver of any succeeding breach of the same or of any other covenant or condition thereof.
10. ASSIGNMENT: Neither party shall assign this contract without the written consent of the other. If assignment occurs, this contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, either party may assign this contract to a parent or subsidiary company, limited partnership of which the assigning party is a general partner, or other affiliate.
11. ENTIRETY OF AGREEMENT: The terms specified on Seller's credit application, invoice, and these General Provisions contain the entire Agreement of the parties; there are no other promises, representations or warranties. Any modification of this Agreement shall be by written instrument. Any conflict between the Special Provisions and these General Provisions shall be resolved in favor of the Special Provisions. The section headings are for convenience only and shall not limit or change the subject matter of this Agreement.
12. GOVERNING LAW AND FORUM: The rights and duties of the parties hereto and the validity, construction, enforcement and interpretation of this Agreement, shall be construed under and governed by the laws of the State of Texas. All payments made by Buyer to Seller shall be due and payable in Bronte, Coke County, Texas at the address set forth in Seller's invoice, and buyer's performance in Bronte, Coke County, Texas, is a material part of this Agreement. The venue or forum for any legal action arising under or related to the Agreement, in whole or in part, shall be in Coke County, Texas and Buyer and Seller specifically waive any right of venue that either might otherwise have in any other location.



ELECTRONIC FUNDS TRANSFER ("EFT") AUTHORIZATION

The undersigned customer ("Customer"), in connection with the credit agreement between Customer and Express Petro Transportation, LLC. Company Inc. ("Express Petro Transportation, LLC. "), which agreement is incorporated by reference herein (the "Credit Application"), hereby authorizes Express Petro Transportation, LLC. to debit Customer's account indicated below for any and all amounts due Express Petro Transportation, LLC. , and the Financial Institution named below, hereinafter called Financial Institution, to debit same to such account. These transfers will be made 3 days from the date of invoice, depending on Customer's credit arrangements with Express Petro Transportation, LLC..

Debit (Financial Institution) Information

Financial Institution Name			
Address		City	State Zip
Routing #	Account #	Type of Acct: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	

This authority is to remain in full force and effect until Express Petro Transportation, LLC. has received written notification from Customer of its termination in such time and manner as to afford Express Petro Transportation, LLC. and Financial Institution a reasonable opportunity to act on it. The information in this and any subsequent authorization may only be used for the sole purposes of the authorization.

Dated: This _____ day of _____, 20__.

CUSTOMER:

By: _____

Title: _____