

**CREDIT APPLICATION AND AGREEMENT**

**Brown Bear Transportation LLC**

237 Albany Street  
Springfield, MA 01105  
Phone (413) 736-9611

**Fax (413) 781-8185**

**P. S. Marston Associates LLC**

D/B/A ABENAQUI CARRIERS  
38B South Road  
North Hampton, NH 03862

**(800) 643-9537**

**Roberts Energy LLC**

237 Albany Street  
Springfield, MA 01105  
Phone (413) 736-9611

**Fax (413) 781-8185**

**A. APPLICANT**

Legal Business Name \_\_\_\_\_  
Trade Name or Affiliated Entities \_\_\_\_\_  
Type of Business \_\_\_\_\_ How Long in Business \_\_\_\_\_ Estimated Annual Sales \$ \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ E-Mail \_\_\_\_\_  
Amount of Credit Requested \$ \_\_\_\_\_ Contact Name & Phone # \_\_\_\_\_

**B. BUSINESS ORANIZATION**

- Sole Proprietorship  
Proprietor Name \_\_\_\_\_ SS# \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
  
- Partnership/LLP  
Partner Name \_\_\_\_\_ Partnership % \_\_\_\_\_ SS# \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
  
Partner Name \_\_\_\_\_ Partnership % \_\_\_\_\_ SS# \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
  
- Corporation/LLC  
President/Manager Name \_\_\_\_\_ SS# \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_ Sales Tax Exemption Certificate (if yes, enclose signed copy) yes \_\_\_ no \_\_\_

**C. BANKING INFORMATION**

Bank \_\_\_\_\_ Loan Officer & Phone # \_\_\_\_\_  
Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Account # \_\_\_\_\_ Account Type \_\_\_\_\_

**I hereby authorize the above-named bank to release information requested for the purpose of obtaining and/or reviewing credit.**

**D. TRADE REFERENCES** (Please fill out 3 references)

Contact Name - Address - Phone # - Fax #  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

**The above information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Brown Bear Transportation/ PS Marston Associates/ Roberts Energy LLC to investigate all references and customary credit information sources including consumer reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship.**

**CREDIT POLICY:** Brown Bear Transportation/ PS Marston Associates/ Roberts Energy LLC may change Credit Terms at its sole discretion.

**CREDIT TERMS:** Payment for services rendered and/or deliveries made is due within 10 days of the date such service is rendered or such delivery is made. A service charge of 1 ½ % per month (18% per annum) or the highest legal rate, whichever is less, may be assessed on delinquent account balances. Payments are to be mailed to Brown Bear Transportation/ PS Marston Associates/ Roberts Energy LLC, 237 Albany Street, Springfield, MA 01105 or delivered to 237 Albany Street, Springfield, MA.

**VENUE:** It is agreed that this Credit Application and Agreement is governed by the laws of the state of Massachusetts.

**CHANGE OF OWNERSHIP:** I/We understand that we must notify Brown Bear Transportation/ PS Marston Associates/ Roberts Energy LLC (addressed to the attention of Credit Manager) at 237 Albany Street, Springfield, MA 01105 in writing and by certified mail, return receipt requested, of any changes in ownership, the name of the business or structure of the business under which credit is established.

**COLLECTIONS:** In the event the Applicant fails to meet its obligations under the Credit Terms, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorney fees, and/or costs of collection whether or not suit is filed.

**APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY IN ACCORDANCE WITH THE ABOVE TERMS AND GRANTS ROBERTS ENERGY LLC CONSENT TO OBTAIN CREDIT AND BANK ING INFORMATION FOR PURPOSES OF OBTAINING AND/OR REVIEWING CREDIT:**

Applicant Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**CONSENT TO OBTAIN CONSUMER CREDIT REPORT**

The undersigned individual who is either the sole proprietor, majority partner, principal stockholder or manager of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by Brown Bear Transportation/ PS Marston Associates/ Roberts Energy LLC, from time to time as may be needed, in the credit evaluation process.

\_\_\_\_\_  
Signature Printed Name Date

**PERSONAL GUARANTEE**

For Valuable Consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by Brown Bear Transportation/ PS Marston Associates/ Roberts Energy LLC (the "Company") to the credit applicant identified above (the "Debtor") the undersigned, individually, jointly and severally (the Guarantor), unconditionally guarantees to the Company the full and prompt payment by the Debtor of all obligations which the Debtor presently or hereafter may have to the Company and payment when due of all sums presently or hereafter owing by Debtor to the Company. Guarantor agrees to indemnify the Company against any losses the Company may sustain and expenses the Company may incur as a result of any failure of Debtor to pay its obligations to the Company including reasonable attorneys' fees and all costs and other expenses incurred in collecting or compromising any indebtedness of Debtor guaranteed hereunder or in enforcing this guarantee against Guarantor. Guarantor waives notice of presentment, demand, dishonor or protest of any obligation of Debtor to the Company and any other notices of any description in connection with this Guarantee. Guarantor waives all suretyship defenses and all defenses in the nature thereof. This shall be a continuing Guarantee. It shall remain in full force and effect during the entire period of time that the Debtor has any obligations to the Company. Guarantor agrees that the Company may proceed immediately under this Guarantee upon any failure by the Debtor to perform any obligation to the Company, without first resorting to any other guarantee, collateral or other source of payment and, without limitation, without first proceeding against the Debtor.

\_\_\_\_\_  
Signature Printed Name Date

\_\_\_\_\_  
Signature Printed Name Date

\_\_\_\_\_  
Witness Printed Name Date

**Roberts Energy LLC  
EFT Authorization Form**

Customer Name:

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Customer Address:

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Bank Name:

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Bank Account #:

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Bank Routing #:

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Bank Address:

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I hereby authorize Roberts Energy LLC to initiate debit transactions against the bank account referenced above in accordance with the invoice terms.

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Signature

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Date

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Print Name

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Title