

Credit Application

SUNSHINE OILFIELD SERVICES, LLC

Db a SUNSHINE OILFIELD TRANSPORT

2800 Stanolind St, Longview Tx 75604 Phone 903-500-2808 Fax 903-297-7170
(Mailing Address: 2800 Stanolind St, Longview TX 75604)

Date \_\_\_\_\_

Company Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Physical Address (if different) \_\_\_\_\_

City \_\_\_\_\_, State \_\_\_\_\_, Zip \_\_\_\_\_

County \_\_\_\_\_, Tax ID or SS # \_\_\_\_\_

Phone \_\_\_\_\_, Fax \_\_\_\_\_, E-mail \_\_\_\_\_

Corporation \_\_\_\_, Partnership \_\_\_\_, Sole Proprietorship \_\_\_\_, Purchase Orders required? \_\_\_\_\_

Sales non-taxable \_\_\_\_\_, Resale # \_\_\_\_\_, Taxable \_\_\_\_\_, Both \_\_\_\_\_

President, Owner or Agent \_\_\_\_\_, Title \_\_\_\_\_

If Corporate, Principle Shareholder information:

Table with 3 columns: Name, Address, Percentage Owned. Includes three rows of blank lines for data entry.

Bank \_\_\_\_\_, Officer \_\_\_\_\_

Acct # \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Table with 4 columns: Trade Reference, Account #, Telephone, Fax. Includes two rows of blank lines for data entry.

I hereby certify that the above information submitted for purposes of securing credit is true and accurate to the best of my knowledge, and I agree as a condition of credit to pay all invoices with the terms set forth by Sunshine Oilfield Services, LLC dba Sunshine Oilfield Transport . Any invoices not paid during the month following the date of the purchase will accrue interest as set forth in the separate Revolving Credit Agreement submitted herewith. I hereby authorize information to be released to TOPCAT necessary for me to establish credit. This agreement is executed on behalf of the undersigned individual in their corporate capacity as well as on behalf of his/her marital community if applicable. I further agree to execute a separate Continuing Guaranty Agreement as required.

Signed \_\_\_\_\_, Title \_\_\_\_\_, Date \_\_\_\_\_

Approved \_\_\_\_\_, Date \_\_\_\_\_, Other info \_\_\_\_\_

REVOLVING CREDIT AGREEMENT

STATE OF TEXAS           §

COUNTY OF GREGG       §

I/We, agree with **SUNSHINE OILFIELD SERVICES, LLC dba *Sunshine Oilfield Transport*** , 2800 Stanolind St Longview Tx 75604, that I will pay for all services and/or merchandise charged to my account by me or by my permission according to the terms set out below:

1.       **COST OF CREDIT.** No finance charge will be imposed for any amount which has been outstanding for a period of less than thirty (30-45) days since that charge was incurred as shown on my monthly statement. For all amounts outstanding in excess of thirty (30-45) days from the date of my last monthly statement, a finance charge not in excess of that permitted by law may be assessed on the outstanding balances for month to month as explained below.

2.       **PAYMENT TERMS.** I understand and agree that all invoices shall be due and payable immediately upon receipt and the existence of this agreement shall not infer an implied agreement on behalf of SUNSHINE to forward goods and/or services to me upon credit, however, merely allows the imposition of the finance charge referenced above in the event all amounts owed are not paid when due.

This agreement shall further not alter or effect any discount terms and/or provisions which may be offered to induce prompt payment of any invoice for goods or services delivered.

I UNDERSTAND THAT I MAY AT ANY TIME PAY MY TOTAL INDEBTEDNESS WITHOUT PENALTY.

3.       **CANCELLING OR LIMITING MY CREDIT.**       SUNSHINE has the right at any time to limit or terminate the use of this account without giving me notice in writing.

4.       **DEFAULT AND COLLECTING COSTS.** If I do not pay all amounts required hereunder when due, to the extent permitted by law, SUNSHINE has the right to demand immediate payment in full of all amounts outstanding on my account. If the account is referred for collection to a lawyer, I agree to pay in addition to the full amount owed, reasonable

attorney's fees necessarily incurred for collection, and/or costs of court.

5. I/We further give SUNSHINE a security interest and lien in and to any properties (real or personal) owned by me upon which work, services or equipment are installed or performed. A copy of this agreement with any outstanding invoices attached, along with an affidavit verifying the amounts past due may be filed in the land records or with the Secretary of State to give notice of this lien. This lien shall be in addition to and shall supplement any other lien which SUNSHINE may be entitled by law, statutory, quasi statutory or otherwise.

6. CHANGING THIS AGREEMENT. WARNING: SUNSHINE OILFIELD SERVICES, LLC *dba Sunshine Oilfield Transport*, RESERVES THE RIGHT TO CHANGE THIS AGREEMENT AT ANY TIME BY GIVING ME NOTICE AT MY LAST KNOWN ADDRESS OF THE INTENDED CHANGE, TO THE EXTENT PERMITTED BY LAW, AND ANY NEW TERMS MAY AT SUNSHINE'S OPTION TO BE APPLIED TO THE ENTIRE OUTSTANDING BALANCE IN MY ACCOUNT. IF I DO NOT AGREE TO THE CHANGE, I MAY END THIS AGREEMENT BEFORE THE EFFECTIVE DATE OF THE CHANGE BY NOTIFYING TOPCAT. IF I END THIS AGREEMENT FOR ANY REASON, I WILL PAY WHAT I OWE UNDER THE TERMS OF THIS AGREEMENT IN FULL.

I further understand and agree that this contract shall be construed in accordance with the laws of the State of Texas and venue in any action brought hereunder shall lie exclusively in Gregg County, Texas.

I further represent and agree that SUNSHINE may rely upon the oral representation of any employee of mine that they have authority to request services and/or goods under this account and agree to pay in full for such services and/or goods unless they are rejected upon receipt and failure to so reject shall constitute proof of the authority of the employee requesting same.

NOTICE TO THE CUSTOMER. 1. DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CREDIT AGREEMENT AT

THE TIME YOU SIGN, KEEP IT TO PROTECT YOUR LEGAL RIGHTS. 3. YOU  
HAVE THE RIGHT TO PAY IN ADVANCE THE FULL AMOUNT DUE WITHOUT  
INCURRING ANY ADDITIONAL CHARGE FOR PREPAYMENT. 4. FINANCE  
CHARGES WILL BE MADE IN AMOUNTS OR AT RATES NOT IN EXCESS OF THOSE  
PERMITTED BY LAW.

I have read, agree to and acknowledge receipt of a copy of this Sales Credit Agreement.

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