

CONFIDENTIAL CREDIT APPLICATION  
TO  
COUGAR OIL AND SUBSIDIARIES

Business Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

PO Box or Street

City State Zip

Shipping Address: \_\_\_\_\_

Street

City State Zip

Branch \_\_\_\_\_ Division \_\_\_\_\_ Subsidiary \_\_\_\_\_ of \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail Address \_\_\_\_\_ Line of Business \_\_\_\_\_

Corporation \_\_\_ Partnership \_\_\_ Proprietorship \_\_\_ LLC \_\_\_ Date Business Established \_\_\_\_\_

Federal ID # \_\_\_\_\_ Former Location (if applicable) \_\_\_\_\_

Owners or Officers:

Name Social Security #

Home Phone # Cell # Email address

Name Social Security #

Home Phone # Cell # Email address

Accounts Payable Supervisor: \_\_\_\_\_ Telephone \_\_\_\_\_

Name

Address: \_\_\_\_\_

PO Box or Street

City

State

Zip

Payments to be received from \_\_\_\_\_

Address: \_\_\_\_\_

PO Box or Street

City

State

Zip

Sales Tax applicable: Yes \_\_\_ No \_\_\_ Sales Tax # \_\_\_\_\_

Sales Tax City of \_\_\_\_\_ / \_\_\_\_\_ %

Parish/County of \_\_\_\_\_ / \_\_\_\_\_ %

State of \_\_\_\_\_ / \_\_\_\_\_ %

Purchase Order Required? Yes \_\_\_ No \_\_\_

**Trade References**

- |  |  |
|--|--|
| 1. Name _____<br>Address _____<br>City, State, Zip _____<br>Telephone _____<br>Fax _____<br>Account Number _____ | 2. Name _____<br>Address _____<br>City, State, Zip _____<br>Telephone _____<br>Fax _____<br>Account Number _____ |
| 3. Name _____<br>Address _____<br>City, State, Zip _____<br>Telephone _____<br>Fax _____<br>Account Number _____ | 4. Name _____<br>Address _____<br>City, State, Zip _____<br>Telephone _____<br>Fax _____<br>Account Number _____ |

**Bank References**

1. Name: \_\_\_\_\_ Account # \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone# \_\_\_\_\_ Fax# \_\_\_\_\_ City, State, Zip

2. Name: \_\_\_\_\_ Account # \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone# \_\_\_\_\_ Fax# \_\_\_\_\_ City, State, Zip

I certify that all information on this application is complete and accurate. I authorize Cougar Oil, Inc. to make necessary credit inquiries at any time and authorize banks and trade references listed herein to release information pertaining to applicant's credit worthiness and financial responsibility pursuant to considering, updating or reviewing this application or subsequently collecting the resultant account.

**APPLICATION MUST BE SIGNED BY A DULY AUTHORIZED OWNER, PARTNER OR OFFICER.**

|           |              |       |      |
|-----------|--------------|-------|------|
|           |              |       |      |
| Signature | Printed Name | Title | Date |

Upon approval of the foregoing application and execution hereinbelow by a representative of Cougar Oil, Inc., this document shall become an agreement by and between the undersigned applicant, hereinafter referred to as the Customer, and Cougar Oil, Inc., hereinafter referred to as the Company, upon the terms and conditions hereinafter set forth:

1. The Company and/or its subsidiary companies shall (1) sell to Customer gasoline and oil products and tires and related products at the price schedule utilized by the Company from time to time, (2) rent property to Customers, and/or (3) buy/sell property with or from Customer.

2. Customer agrees to pay for such products within the month following the month of purchase/delivery. In the event that over \$3,000.00 per month is purchased a financial statement must be submitted by Customer to the Company and approved by the Company. The Company will add a service charge of 1 1/2% per month / 18% per annum to all past due invoices except where prohibited by law, and if such service charge is prohibited by law the maximum service charge allowable under the law shall be charged. An invoice shall be considered past due for service charge purposes if not paid by the last day of the first month following the month of purchase, and service charges shall be assessed monthly on all past due invoices.

3. In the event of a default in payment by the Customer, Customer agrees to pay the reasonable cost and expenses and attorney fees of the Company incurred in the enforcement of the obligations under this agreement.

4. This agreement shall be binding upon the parties hereto and their respective successors, legal representatives and heirs. This agreement shall be construed under the laws of the State of Alabama. This agreement shall remain in full force and effect until written notice of withdrawal by a party shall have been served by certified mail with return receipt requested by the other party. Such notice if directed to the Company shall be at the address shown hereinabove for the Company, and if directed to the Customer shall be sent to the business location shown hereinabove.

\_\_\_\_\_  
Cougar Oil, Inc

\_\_\_\_\_  
Customer

## GUARANTY AGREEMENT

This AGREEMENT is entered into between COUGAR OIL, INC., an Alabama corporation, for and on behalf of itself and its subsidiaries, hereinafter collectively called "THE COMPANY", and \_\_\_\_\_,

\_\_\_\_\_ hereinafter called "GUARANTOR(S)" for the purpose of inducing the Company to extend credit to, or otherwise become the creditor of hereinafter called "CUSTOMER."

For and in consideration of the mutual promises herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Customer receives products and services on account from Company pursuant to an Agreement entered into between them on \_\_\_\_\_. Guarantor(s), individually or if more than one, Jointly and severally, hereby guarantee(s) timely payment of the account of Customer (which includes service charges, if any, and all expenses of collection and reasonable attorney's fees incurred by Company in the event of default of Customer), for all sums now owing or hereafter becoming due, including all extensions of credit which may be granted by Company to Customer in the future, for as long as this guarantee remains in effect. This is intended as a contract of continuing guaranty and shall apply to all past and future indebtedness due from Customer to Company without limitation as to amount and shall at all times include the full indebtedness of the Customer to Company.

2. The liability of Guarantor(s) for any unpaid balance shall not be affected by any compromise, settlement, extension of credit, or variation of terms entered into between the Customer and Company, nor shall it be necessary for Company to obtain the consent of Guarantor(s) or give any notice in reference thereto.

3. On the failure of Customer to pay the sums due to Company, and upon notice of said default to Guarantor(s), Guarantor(s) shall immediately pay to the Company all sums then due and owing from Customer.

4. This guaranty shall be construed as an absolute and unlimited guaranty of payment without regard for the regularity, validity or enforceability of any liability or obligation of the Customer hereby guaranteed; and the Company shall not be required to proceed against the Customer or any other person, firm, or corporation or against any collateral held by it before resorting to the Guarantor(s) for payment.

5. Nothing herein shall be construed as an obligation to sell goods or extend credit in the future to the Customer.

6. Guarantor (s) hereby agrees to pay, in addition to any sums that may be due under this Agreement, the reasonable costs, expenses and attorney's fees of the Company incurred in the enforcement of the obligations of Guarantor(s) under this Agreement.

7. This agreement shall be binding upon the Guarantor(s), all heirs, executors and assigns, and shall be enforceable in accordance with the laws of the State of Alabama.

8. This guarantee shall remain in full force and effect until written notice of the withdrawal of same has been served by registered mail by Guarantor(s) upon Company at P. O. Box 1800, Selma, Alabama 36702, provided however, such withdrawal shall be effective only as to sums due and owing from Customer arising out of transactions entered into after Company's receipt of said notice of withdrawal.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

COUGAR OIL, INC.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
GUARANTOR(S)

By \_\_\_\_\_  
Guarantor Name (Please Print)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Guarantor Name (Please Print)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Guarantor Name (Please Print)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Guarantor Name (Please Print)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

**DISCLOSURE TO CREDIT APPLICANTS  
FAIR CREDIT REPORTING ACT**

In connection with your credit application, Cougar Oil Inc. may obtain a consumer report and/or investigative consumer report (collectively, "consumer report") about you. The consumer report may include information with respect to your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living.

You have the right to request whether or not a consumer report was obtained, and if such a report was obtained you have the right to be informed of the name and address of the consumer reporting agency that furnished the report. Such request for information should be made to Cougar Oil Inc., PO Box 1800, Selma, Alabama 36701. You also have rights to request: (a) disclosure of the nature and scope of the investigative consumer report that Cougar Oil Inc. obtains about you; and (b) the written summary of your rights prepared by the Federal Trade Commission.

**AUTHORIZATION AND CONSENT FORM**

I have received a copy of this Disclosure to Credit Applicants. I hereby authorize Cougar Oil Inc., its subsidiaries, affiliates, officers, directors, employees, and/or agents, including but not limited to, Equifax and Experian to obtain a consumer report about me which may include making an inquiry of, and requesting information from, any individuals, present and former employers, schools and colleges, credit bureaus, criminal investigation bureaus where and to the extent permitted, motor vehicles bureaus, and any other entities that may possess information concerning me or that may be a custodian of records relating to me. I also authorize the above-described sources to release all information, including financial data and subjective evaluations, requested in connection with a credit application or in connection with a credit account, if credit is granted.

I hereby release and agree to hold harmless Cougar Oil Inc., its subsidiaries, affiliate, officers, directors, employees, and/or agents from any and all liability, claims, expenses or damages that may directly or indirectly result from the solicitation, use, disclosure, or release of any of the above-referenced information. In addition, I hereby release and agree to hold harmless any and all individuals and entities who provide any information concerning me, whether orally or in writing. In response to a request for such information from Cougar Oil Inc. , its subsidiaries, affiliates, officers, directors, employees, and/or agents, in connection with a credit application or, if credit is granted, in connection with periodically obtaining subsequent or additional credit reports.

I give this authorization in connection with an application relating to a credit account. If I am granted credit, this Authorization and Consent Form is a continuing authorization and consent to Cougar Oil Inc., its affiliates, officers, directors, employees, and/or agents, to periodically obtain subsequent or additional consumer reports during any review, updating or collection of my account.

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Maiden Name, if applicable: \_\_\_\_\_

Signature: \_\_\_\_\_

SS No.: \_\_\_\_\_

Current Address:

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

ScheduleD: ACHAuthorizationAgreementforElectronicEntries

AUTHORIZATION AGREEMENT FOR ELECTRONIC ENTRIES

Company Name COUGAROIL,INC.

Company Tax ID Number 63-0596053

I (we) hereby authorize CougarOil,Inc., hereinafter called COMPANY to initiate debit/credit entries to my (our)  Checking Account  Savings Account (select one) indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit/credit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository  
Name \_\_\_\_\_ Branch \_\_\_\_\_

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

Routing Account  
Number \_\_\_\_\_ Number \_\_\_\_\_

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name(s) \_\_\_\_\_ Tax ID Number \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

NOTE: ALL WRITTEN DEBIT/CREDIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.