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