

TIMBERLAND TRUCKSTOP, L.L.C.
TERMS AND CONDITIONS
OF
APPLICATION FOR BUSINESS CREDIT

Date: _____

Applicant hereby agrees and acknowledges as follows:

- 1) TIMBERLAND and any of its employees, officers or agents (collectively, "TIMBERLAND Parties") hereby are authorized to contact the trade and bank references identified in this Application and to obtain such additional information as they may require concerning Applicant's creditworthiness, and Applicant hereby waives any and all claims against, and fully releases from liability, any and all TIMBERLAND Parties with respect to any such inquiry.
- 2) Any representatives of any of the trade or bank references identified in this Application are authorized to disclose to the TIMBERLAND Parties any information pertaining to Applicant's credit history requested by any TIMBERLAND Parties, including, without limitation, information regarding Applicant's loans, accounts, purchases or other financial transactions involving the bank or trade reference in the past, present and future, and Applicant hereby waives any and all claims against, and fully releases from liability, any such representatives with respect to any such disclosure.
- 3) At any time while this Application is pending and throughout any period during which TIMBERLAND has extended business credit to Applicant for which it has not yet been reimbursed, TIMBERLAND may obtain credit reports (including, without limitation, consumer credit reports) regarding Applicant as well as its principal(s), proprietor(s) and/or guarantor(s) in connection with the extension or continuation of business credit provided by TIMBERLAND to Applicant pursuant to or in connection with this Application. Applicant hereby consents to the use of any such credit report consistent with the Federal Fair Credit Reporting Act as set forth in U.S.C. §§1681 at seq. Furthermore, TIMBERLAND is authorized to share information regarding the extension of business credit to Applicant pursuant to this Application, including, without limitation, Applicant's future credit record with TIMBERLAND, with any credit-reporting agency if such information is specifically requested from TIMBERLAND.
- 4) Applicant will give TIMBERLAND at least 15 calendar days prior written notice of any development that may adversely affect Applicant's financial condition, including, without limitation, (a) the institution by or against Applicant of proceedings in bankruptcy or any other procedure for the settlement of debts, (b) Applicant's making an assignment for the benefit of its creditors, (c) Applicant's inability to pay Applicant's expenses as they accrue due to lack of sufficient funds, (d) Applicant's dissolution or other event pursuant to which it ceases to do business, and (e) any change in the business form in which Applicant conducts business, such as (I) the incorporation of a sole proprietorship, (II) the addition of a partner to a partnership, limited partnership, limited liability partnership, or a limited liability limited partnership, or (III) the addition of members to a limited liability corporation, Any notice provided hereunder will be sent by courier or first-class mail (postage prepaid and return receipt requested) to: TIMBERLAND TRUCKSTOP, L.L.C., P. O. BOX 70, SAREPTA, LA 71071-0070.
- 5) TIMBERLAND may reject this Application in its sole and absolute discretion. TIMBERLAND may cancel or modify Applicant's business credit granted as a result of this Application at any time in TIMBERLAND'S sole and absolute discretion.
- 6) Upon TIMBERLAND'S request at any time, Applicant shall provide to TIMBERLAND, within ten business days, Applicant's most current regularly prepared financial statements, including, without limitation, a full and complete statement of Applicant's assets and liabilities.
- 7) 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 applicants is the Federal Trade Commission, ECOA Compliance, Washington, DC 20581.
- 8) Applicant hereby agrees and acknowledges that it is its intent in executing this Application that all sales made by TIMBERLAND to Applicant based upon any credit extended by TIMBERLAND to Applicant pursuant to or in connection with this Application will be governed by TIMBERLAND'S standard terms and conditions of sale as the same may be in effect from time to time.
- 9) The validity, interpretation and performance of this Agreement and any dispute arising under, pursuant to or in connection with the execution, performance or termination hereof will be governed by and construed in accordance with the laws of the State of Louisiana, without reference to any conflicts of law principles. The sole and proper venue for any dispute arising out of this Application and any subsequent credit relationship resulting from this Application shall be in the State courts situated in Minden, Louisiana and Federal courts situated in Shreveport, Louisiana, depending upon (a) which has the appropriate subject matter jurisdiction and (b) the amount in controversy. Applicant hereby agrees to the personal jurisdiction of said courts and waives any objection to personal jurisdiction, including objections based upon inconvenience of forum.

TIMBERLAND TRUCKSTOP, L.L.C.
TERMS AND CONDITIONS
OF
APPLICATION FOR BUSINESS CREDIT

10) This Application sets forth all of the terms and conditions applicable to the parties relating to the matters specified in this Application and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements, representations or conditions, whether oral or written, whether express or implied, with respect to such matters, provided that TIMBERLAND may modify the credit agreement comprised of this Application upon written notice to Applicant in TIMBERLAND'S sole and absolute discretion from time to time.

Your signature below indicates your full understanding and acceptance of these terms and authorizes the references given to release information to TIMBERLAND TRUCKSTOP, L.L.C.

Signed: _____
(Full Name of Firm)

By: _____
(Authorized Member of Firm)

Printed: _____
(Full Name of Firm)

By: _____
(Authorized Member of Firm)

**TIMBERLAND TRUCKSTOP, L.L.C.
APPLICATION FOR BUSINESS CREDIT**

THIS FORM MUST BE FILLED OUT COMPLETELY TO BE CONSIDERED FOR CREDIT

The business entity hereby applying for credit from Timberland Truckstop, L.L.C., including any and all of its affiliates and unincorporated divisions as such may exist from time to time ("TIMBERLAND"). Is referred to as the "Applicant" for purposes of this Application for Business Credit ("Application"). This Application shall consist of this information page and the Terms and Conditions of Application for Business Credit attached hereto and made a part hereof (the "Terms and Conditions.")

Date: _____ Credit Line Requested: \$ _____

Applicant Name: _____ Telephone #: () _____ Fax #: () _____

Street Address: _____ P. O. Box: _____

City/State/Zip: _____ Accounts Payable Contact: _____ Phone #: () _____

Fax # () _____ Date Established: _____ Federal Identification #: _____

Email: _____

Sole Proprietorship Soc. Sec. #: _____

Partnership Soc. Sec. #: _____ Soc. Sec. #: _____

Corporation: _____ Division or Subsidiary of: _____ City/State: _____

Other: _____ Dunn & Bradstreet #: _____

OWNERS, PARTNERS or OFFICERS	
Name/Title	Name/Title
Address:	Address:
City/State/Zip	City/State/Zip
Phone #: ()	Phone #: ()
Soc. Sec. #:	Soc. Sec. #:
Drivers License #:	Drivers License #:

REFERENCES	
Trade Ref:	Trade Ref:
City/State	City/State
Phone: () Fax: ()	Phone: () Fax: ()
Email:	Email:

Trade Ref:	Trade Ref:
City/State	City/State
Phone: () Fax: ()	Phone: () Fax: ()
Email:	Email:

**TIMBERLAND TRUCKSTOP, L.L.C.
APPLICATION FOR BUSINESS CREDIT**

BANK REFERENCES			
Name of Bank:	Name of Bank:		
Address:	Address:		
City/State/Zip:	City/State/Zip:		
Phone: ()	Fax: ()	Phone: ()	Fax: ()
Email:	Email:		
Contact Name:	Contact Name:		
Account #:	Account #:		

PERSONAL GUARANTY

In consideration of credit being extended by TIMBERLAND to Applicant, I/We hereby personally guarantee to TIMBERLAND payment of any obligation of Applicant, and I/We hereby agree to be bound to pay TIMBERLAND on demand any sum that may become due to TIMBERLAND from Applicant. It is understood and agreed that this guaranty shall be a primary, absolute, continuing and irrevocable guaranty and indemnity for such indebtedness and will not be subject to any counterclaims, set-offs, other deductions or defenses. I/We hereby waive notice of default, non-payment, non-performance, dishonor, protest, presentment, diligence, promptness, creation, renewal, accrual, extension, proof, or reliance, and agree to be bound by all applicable terms and conditions set forth in this Application, including the Terms and Conditions. This Guaranty will not be released, discharged, terminated, modified, affected or impaired by any occurrences or circumstances whatsoever, including, without limitation, any insolvency, bankruptcy, reorganization or other similar proceeding affecting Applicant or its assets. If any of the undersigned is not an "applicant for credit" under Section 202.2(e) of the Equal Credit Opportunity Act of 1974 ("ECOA"), such person acknowledges that (a) this guaranty has been executed to provide credit support for Applicant under this application, and (b) such party was not required to execute this guaranty in violation of Section 202.7(d) of ECOA. This guaranty shall be binding upon the heirs, administrators, successors and assigns of the undersigned.

Print Name	Date	Print Name	Date
(Sign) PERSONALLY AND INDIVIDUALLY	Date	(Sign) PERSONALLY AND INDIVIDUALLY	Date

The undersigned hereby warrants and represents that he or she is a duly authorized representative of the Applicant with full legal authority to bind the same by the execution and submission of this Application. The undersigned agrees and acknowledges that the Terms and Conditions shall govern TIMBERLAND'S review of Applicant's credit history, TIMBERLAND'S subsequent acceptance or rejection of Applicant's request for credit, and any subsequent credit relationship between Applicant and TIMBERLAND. The undersigned warrants and represents that the information set forth in this Application is true and correct and is provided for the purpose of obtaining credit from TIMBERLAND. The undersigned agrees and acknowledges that the terms of payment shall be net 7 days and that past due balances are subject to service charges at the rate of Eighteen (18%) per cent per annum or pro rata daily fraction thereof on the balance due until paid in full. Further, and in addition to the said interest charge, any amounts not paid within fifteen (15) days of the date due shall incur a late charge fee of five (5%) percent of the balance due or \$15.00 whichever is greater, and applicant agrees to pay the said late charge. Also, terms may change based upon revisions to TIMBERLAND'S standard terms and conditions of sale as the same may be in effect from time to time.

SIGNATURE	TITLE (e.g. President / Vice President / Partner / Proprietor)	DATE
-----------	--	------

TIMBERLAND TRUCKSTOP, L.L.C.
CARD ENCODING INFORMATION

CARD NO.	TRUCK NO.	DRIVER NAME	VEHICLE LICINSE NO.	CUSTOMER SUPPLIED PERSONNAL IDENTIFICATION NUMBER (MUST BE 4 DIGITS)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				