

**MILLER OIL INC.
CREDIT APPLICATION AND AGREEMENT**

In submitting this application, I/we _____ (hereinafter referred to as "Applicant") authorize Miller Oil Inc ("Seller") to investigate my credit record for the purpose of determining whether to open an account on my behalf. Applicant authorizes its financial institutions, with whom he has depository or lending or credit relations, to provide Seller, and any agent hired by Seller, including a credit rating agency, with a credit and/or financial rating of his account.

If Seller determines that Applicant's credit history is satisfactory and decides to open an account on behalf of Applicant, Applicant further agrees to the following conditions with respect to such account:

1. Applicant agrees to make all payments in full on his accounts. A LATE CHARGE OF 1% of any overdue balance will be imposed SEMI-MONTHLY on such overdue balance. This LATE CHARGE is equivalent of an ANNUAL PERCENTAGE RATE OF 24% on any overdue balance, and will be imposed only for actual unanticipated late payment, delinquency, default or other similar occurrence with respect to an account.
2. This application for credit was made in Crook County, Oregon, and as part of the consideration for granting credit, Applicant consents to the jurisdiction of the courts located in Crook County, Oregon. Applicant further waives any objection to venue for any action under this application, or for collection of accounts arising pursuant to this application, instituted in the courts of Crook County, Oregon.
3. If Applicant's account has been overdue for 30 days or more, Applicant authorizes Seller, or its agent, including an attorney, collection agency, to pursue collection of such indebtedness, and further authorizes such collector to have access to the Applicant's credit history and other information that may assist the collector in the collection of such indebtedness.
4. Applicant agrees to pay all collection cost, reasonable attorney fees, and all costs and disbursement incurred by Seller to collect for any overdue balance, even if no suit or action is actually filed thereon. If a suit or action is filed reasonable attorney fees shall be fixed by a court in with such suit or action, including any appeal, was tried heard and/or decided.
5. Applicant further agrees that should Applicant's account become overdue, Applicant will be liable for all late charges, interest, collection costs, attorney fees, and all costs and disbursements associated with such overdue account. The amount owed may be increased by as much as 100% if necessary, to cover the cost of collection.
6. This agreement is the entire understanding between the Applicant and the Seller, and all other writings and representations are superseded by this instrument.

Applicant acknowledges by signing this Application and Agreement, that he has read this Application and Agreement, has received a copy of this Application and Agreement, and agrees to pay in accordance with the terms and conditions of this Application and Agreement.

Signature

Date

Signature

Date

Print Name

Print Name

CONTINUING PERSONAL GUARANTEE

(Must be signed by Officers of any company, corporation, joint venture, association or agency) I/we the undersigned do personally guarantee the payment of the obligations of the Applicant incurred under this agreement and further agree that this Application and Agreement for an account with Miller Oil, Inc. is consideration for this personal guarantee and shall extend to all purchases and account balances of the above signed entity.

Signature

Date

Signature

Date

Print Name

Print Name