

TALL CITY BRINE LLC
203 W. Wall Street, Suite 700
Midland, Texas 79701
(432) 701-1654

CONFIDENTIAL BUSINESS APPLICATION FOR CREDIT

I/we the undersigned, on behalf of the Applicant/Customer, do hereby authorize Tall City Brine LLC ("Tall City Brine") to release any information necessary toward the processing of this Application for Credit, and to contact bank and credit references disclosed on this Application for Credit, as well as credit bureau and/or credit reporting agencies, and to obtain from such entities any information Tall City Brine deems necessary to enable it to evaluate this Application. Applicant/Customer understands that Tall City Brine is relying on the accuracy of the information provided herein, and agrees that Tall City Brine has a right to rely on the information contained herein in making its decision to extend credit to Applicant. The undersigned represents and warrants to Tall City Brine that, to the best of his/her knowledge and belief, all information furnished herein and all other such information hereafter furnished to Tall City Brine for the purposes set forth herein, is and will be true, accurate and complete on the date such information is provided or certified. This information will be kept strictly confidential. Subject to the Master Services Agreement between Tall City Brine and Customer that governs in all respects, the undersigned further agrees to the Terms and Conditions set forth in this agreement and agrees that all of those Terms and Conditions are binding on the Applicant/Customer. Facsimile and electronic signatures shall have the same force and effect as an original signature.

[x] Signature _____ Date _____ Tax ID# _____
AUTHORIZED COMPANY REPRESENTATIVE

Legal Name of Company ("Applicant/Customer") _____ DBA _____ Main Business Activity _____ Years in Business _____

Telephone _____ Fax _____ E-mail Address _____

Billing Address _____ City _____ State _____ Zip _____

Shipping Address _____ City _____ State _____ Zip _____

Legal Status of Company (Check one): Proprietorship Partnership LLC Corporation Non Profit State of Formation _____

Name and Title of Authorized Company Representative _____

If Partnership, Names of Partners _____

Person to Contact Regarding Payment on Account _____

Tax Exempt: Yes No Permit No. _____ (Please include copy tax exempt certificate or applicable sales tax will be assessed)

Nature of Business Oilfield Other Amount of Credit Requested \$ _____

OWNER, PRINCIPAL, AND/OR OFFICER OF THE COMPANY

Name _____ Position/Title _____ SS # _____

Home Address _____ City/St _____ Zip _____

Home Phone _____ Driver's Lic# _____ Date of Birth _____

I certify that I am the person named above and the information is true and correct. Facsimile signatures shall have the same force and effect as an original signature.

[X] Signature _____

Name _____ Position/Title _____ SS # _____

Home Address _____ City/St _____ Zip _____

Home Phone _____ Driver's Lic# _____ Date of Birth _____

I certify that I am the person named above and the information is true and correct. Facsimile signatures shall have the same force and effect as an original signature.

[X] Signature _____

BUSINESS BANK INFORMATION

Primary Bank _____ Address _____ City _____ State _____ Zip _____

Bank Contact Person/Phone _____ Fax _____ Account Type and Number _____

CREDIT REFERENCES (Please include at least one Fresh Water or SWD)

Business Name _____ Address _____ City _____ Zip _____ Phone _____ Email _____

Business Name _____ Address _____ City _____ Zip _____ Phone _____ Email _____

Business Name _____ Address _____ City _____ Zip _____ Phone _____ Email _____

TERMS AND CONDITIONS

The company (hereinafter "Customer") agrees that the following terms and conditions shall apply credit issued by Tall City Brine for purchases by Customer from Tall City Brine:

Payment: In consideration of Tall City Brine extending credit to Customer, Customer agrees to pay Tall City Brine for all items provided to or at the request of Customer by Tall City Brine net thirty (30) days from the date of invoice. Customer acknowledges that interest will be charged to Customer, computed on a basis of the lesser of (i) 18% per annum, or (ii) the maximum rate permitted by law, on all sums due to Tall City Brine which have not been timely paid, and Customer agrees to promptly pay said interest. Waiver of any one or more interest charges shall not be deemed to be a waiver of future interest charges. Customer understands and agrees to a \$25.00 handling charge for each of Customer's checks returned to Tall City Brine. Any disputed charges must be identified in writing by Customer and/or guarantor within thirty (30) days of original invoice date. After thirty (30) days, all undisputed charges are considered valid.

Use of Facilities: Customer represents that its employees and contractors using Tall City Brine's facilities will be taught all safety regulations to ensure safe operation of all facilities. Customer covenants to use, and to cause Customer's employees and contractors to use, their best efforts to avoid any spills at Tall City Brine's facilities and to keep the facilities neat and clean. Customer represents Customer and Customer's employees and contractors using the facilities are aware of the proper use of the facilities and Customer and guarantors will indemnify and hold Tall City Brine, its members, managers, officers, landlords, tenants and agents harmless from any liability, claims and costs including, but not limited to, those for bodily injury and property damage that may be caused in whole or in part by Customer's employees' and contractors' use of the facilities. Tall City Brine maintains the absolute right exercisable in its sole discretion to interrupt or terminate Customer's use of any of its facilities. Any claim for defective products or services is waived by Customer and guarantor unless made within fifteen (15) days from the Customer's purchase of the product or services giving rise to the claim.

Use of Customer Specific Access Code(s): Customer understands, when requesting access to facilities operated by Tall City Brine, an access code will be created for sole use by the Customer. It is strongly recommended by Tall City Brine that individual driver codes are requested by customer to help prevent unauthorized access. Customer agrees that their code is to be managed by them and holds Tall City Brine harmless from any liability resulting from the misuse of Customer's code. Customer agrees that any water hauled using their code is their responsibility and the invoices created therefrom are to be paid by Customer.

Collection Costs and Attorney's Fee: In the event Tall City Brine employs or retains an attorney, commences litigation, or uses services of a collection agency in order to collect payment of any sums due to it from Customer and/or Guarantors or enforce any provision of this Application, Customer and Guarantors agree to pay Tall City Brine for all collection fees and costs, including reasonable attorney's fees incurred by Tall City Brine.

Applicable Law/Venue: The parties agree, notwithstanding applicable conflict of laws, that the laws of the State of Texas shall apply to interpretation and enforcement of the terms and conditions set forth herein, as well as any other dispute arising out of this agreement, whether based in contract, tort, statute or otherwise. Customer and Guarantors expressly agree that, in the event credit is extended, payment of the account and all other amounts due to Tall City Brine shall be remitted to 203 W. Wall Street, Suite 700, Midland, Midland County, Texas 79701, or at such other place as Tall City Brine may, from time to time, direct payment to be made. Customer and Guarantors and Tall City Brine agree that any disputes or legal action between them arising out of this agreement and/or concerning the delivery of products and/or related services to Customer and Customer's failure to pay any amounts owed to Tall City Brine, shall be submitted, solely and exclusively to a court of proper jurisdiction located in Midland County, Texas, or the U.S. District Court of the Western District of Texas, Midland-Odessa Division, where venue shall lie. Customer and Guarantors further agree that they will irrevocably submit to the jurisdiction of this selected venue, which selection is intended to be mandatory, and waive all right to seek venue elsewhere.

Remedies: To the maximum extent permitted by applicable law, Tall City Brine's total aggregate liability to Customer for any claim arising out of or in connection with this agreement for breach of contract, breach of warranty, breach of statutory duty or negligence or other tort, whether by virtue of strict liability or otherwise, will not exceed the invoice value of the relevant delivery of products. TALL CITY BRINE FURTHER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSES AND THE IMPLIED WARRANTY OF MERCHANTABILITY.

CONTINUING PERSONAL GUARANTY

To induce Tall City Brine to grant financial accommodations or otherwise become the creditor of Customer, the undersigned hereby personally guarantees to Tall City Brine the payment, when due, of every claim (including but not limited to service charges, reasonable attorneys' fees and costs) of Tall City Brine against the Customer. This is a continuing guaranty and shall remain in full force until written revocation from the undersigned is actually received by Tall City Brine, but such revocation shall be effective only as to claims of Tall City Brine that arise out of transactions entered into after its receipt of such notice. Tall City Brine shall not be required to first proceed against Customer or enforce any other remedy before proceeding against either of the undersigned. As a continuing guaranty, this shall not be discharged by the death of the undersigned and shall bind the heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor assignee of Tall City Brine. The term of this guaranty shall be for the duration of the agreement, and any addendum thereto, and shall guaranty all obligations that may arise or occur during the term thereof though enforcement shall be sought subsequent to any termination. Notwithstanding the full payment of any claim or receipt of any revocation, this guaranty shall remain in full force and effect or be reinstated with respect to claims against the Customer if the Customer files for bankruptcy protection, or in any court proceeding an order or judgment is entered compelling Tall City Brine to return or refund any amount of payment made with respect to the claims.

The undersigned hereby waive any notice of the sale of any goods, wares and/or merchandise made to Customer and covered this Guaranty. The undersigned further waive any right to require Tall City Brine to (a) make any demand, presentation or notice of any kind, including notice of any change of terms of repayment, default or failure to pay by Customer or any guarantor or surety; (b) any action of or taken by Customer, or Tall City Brine or any other guarantor or surety of Customer; and (c) any right to require Tall City Brine to (i) proceed against Customer; (ii) proceed against the security received from Customer or others, if any, and/or proceed with any mechanic's lien, stop notice and/or bond claims; (iii) pursue any other remedy in Tall City Brine's power whatsoever. The undersigned further waive any defense that they may have resulting from the absence, impairment or loss of any rights of reimbursement or subrogation or any other right or remedy against Customer or any surety, if any.

The undersigned further waive any and all rights or defenses that they may have by reason of (i) any disability or other defense of Customer and any other guarantor or surety or any person, (ii) cessation from any cause whatsoever or other than the payment in full of the indebtedness, (iii) the application of proceeds or indebtedness by Customer for purposes other than the purposes understood and intended by the undersigned and Tall City Brine, and (iv) any act or omission or commission by Tall City Brine which directly or indirectly results in or continues to the discharge of Customer or any other guarantor or surety or of the indebtedness of the loss or release of any security by operation of law or otherwise. Further, the undersigned waive any and all rights or defenses arising by reason of any modification or change in the terms of the amounts due from Customer, including, without limitation, renewal, extension, acceleration, or other change in the time of payment.

Further, the undersigned agrees to and hereby does, waive any and all right to subrogation against the Customer for monies paid to Tall City Brine under this or any other agreement binding the undersigned or the Customer. The undersigned waives all statutory rights available to them as sureties. The undersigned further agrees to pay all reasonable costs, expenses and attorneys' fees incurred in the enforcement of this continuing guaranty, or in the enforcement of any obligation as a result of the extension of credit. Facsimile and electronic signatures shall have the same force and effect as an original signature.

[X] Signature _____

Please Print Name _____

[X] Signature _____

Please Print Name _____