

**Red McCombs Toyota
San Antonio, TX 78230
(210) 530-3000**

Application for Commercial Credit Only

Applicant authorizes Red McCombs Motors, Inc. to check all credit references and information provided and to utilize all other credit resources deemed necessary by Red McCombs Motors, Inc. to determine the Applicant's Credit worthiness.

Legal Name Of Business _____

Trade Name _____

Mailing Address _____
City State Zip

Business Address _____
City State Zip

Telephone Number _____ Fax Number _____

Check One: Proprietorship Partnership Corporation Limited Liability Co. State of Incorporation _____

List of Owner/Partners/Officers:
Name/Title Resident Address Social Security #

In Business Since _____ Annual Sales _____ Number of Employees _____

Type of Business _____

Please attach Financial Statement for past two years

Credit References: (When possible, suppliers of similar type)

Name Address Area code/Telephone #

Bank Information: Name Address Area code/Telephone #

Bank Officer _____ Checking Acct # _____ Saving Acct # _____

Name of Accounts Payable Contact: _____ Phone No. _____

Do you require a Purchase Order Number: Yes No

Are you Tax Exempt or Purchase for Resale? Yes No (If yes, signed certificate must accompany this application)

Dollar amount of credit line requested? \$ _____

(over)

Credit Agreement

Red McCombs Motors Inc.

Name (Print)

Street Address

City / State / Zip

8333 IH 10 West

San Antonio, TX 78230

BUYER

SELLER

The above Buyer desires to maintain a credit account with Seller, and agrees to the following terms, charges and conditions:

1. Buyer understands its responsibility at the time of purchase to furnish all necessary information to properly invoice Buyer for any merchandise or service furnished by Seller.
2. Buyer agrees to pay Seller for all sales on account on or before the 10th day of the month following the date of invoice (unless otherwise specified in the particular invoice) at Seller's office at: 8131 IH 10 West suite 259, San Antonio, Bexar County Texas 78230 or, if by mail: P.O. Box BH003, San Antonio, Texas 78201. It is agreed that a service charge of 1.5% per month (18% per annum) shall be due and payable on all outstanding balances in Buyer's account which are due and unpaid by the 10th of the month following the date of invoice (unless otherwise specified in the invoice). Any Partial payments upon the account shall be credited first to the accrued service charges, if any, and then to the unpaid principal balance of the account, unless otherwise decided by Seller. In no event shall a service charge exceed the highest rate permitted by law, and any excess service charge shall be returned or credited to Buyer's account.
3. If the account is placed in the hands of an attorney for collection, or pursued through probate, bankruptcy or other judicial proceedings by an attorney, Buyer agrees and promises to pay a reasonable attorney's fee for collection, plus any and all other costs and expenses of collection.
4. If Buyer is not a corporation or limited liability company (LLC) at the time the Credit Agreement is executed but subsequently incorporates or forms a LLC, with or without the knowledge of Red McCombs Motors Inc., Buyer and such corporation or LLC shall be bound by these terms and conditions and shall be liable to Red McCombs Motors Inc., for any indebtedness incurred by, assumed by, or transferred to such corporation or LLC. Buyer hereby represents that none of the credit extended by Red McCombs Motors Inc., to Buyer is being used in connection with the purchase of goods for personal, family or household purposes but is an extension of credit for business or commercial purposes.
5. The law of the State of Texas shall govern the interpretation and enforceability of this agreement, and any suit to enforce this agreement shall be brought in Bexar County, Texas. This agreement and all purchase orders shall be accepted at the office of Seller in San Antonio, Texas, and performance by both Buyer and Seller will occur in San Antonio, Texas unless otherwise agreed in writing. No provision of this agreement shall be modified or limited except as agreed to in writing by the parties hereto. If any provision hereof shall for any reason be or become invalid or unenforceable, the remainder hereof shall not be affected thereby. No waiver of any obligation under this agreement by Seller shall operate as a waiver of any other obligation. The undersigned warrants that he has executed this agreement as an act of and with full authority to bind Buyer.

Signature of Owner/Partner/Corporate Officer

Print Name and Title

Date

Personal Guaranty

In consideration of credit being extended to the above named Buyer, I (we) personally guarantee all indebtedness of Buyer including interest on all past due accounts as set out above. I (we) further agree that this guaranty is an absolute, complete, and continuing on, and no notice of the indebtedness or any extension of credit already or hereafter contracted by or extended need be given. The terms may be rearranged, extended and/or renewed without notice.

Signature

Print Name