



CREDIT AGREEMENT

If credit is extended, Customer promises to pay this account in accordance with the terms of Lobo Automotive's invoice. Customer agrees that should it fail to comply with the regular payment terms contained in Lobo Automotive's invoice, or should any check be returned unpaid, this account may be placed on C.O.D. at Lobo Automotive's option.

Customer agrees that in the event it becomes necessary for any action to be filed on claims arising from this agreement, such action shall be brought in the courts of the State of Texas, and exclusive venue for any such action shall lie in Dallas County, Texas. Additionally, it is agreed that Texas law shall control in all aspects of the construction of this agreement, including the application and guaranty.

If Customer's account is placed in the hands of an attorney for collection, Customer agrees to pay reasonable attorneys' fees plus court costs.

Customer further agrees to pay a service charge on the unpaid balance when the account becomes 30 days past due of the lesser of 1½ percent (1.5%) per month (18% per annum) or the highest legal rate until the account is current. All invoices are due and payable in Dallas County, Texas. For any check returned to Lobo Automotive unpaid, it is agreed that there will be a \$20.00 service charge.

Customer will provide Lobo Automotive with a list of persons authorized to charge on the account. Customer will provide Lobo Automotive with information immediately by certified mail of any changes in its ownership and/or financial status. Customer shall promptly notify Lobo Automotive if anyone on the list is no longer authorized to use the account.

Customer further states that he/she is the

_____ for
_____; that he/she is duly authorized to execute the above and foregoing Application for Credit/Credit Agreement; that he/she has read the above and foregoing Application for Credit/Credit Agreement; and that every statement contained therein is true and correct to the best of his/her information and belief.

SIGNED this _____ day of _____, 20____.

By _____

**LOBO AUTOMOTIVE
GUARANTY**

In order to induce Lobo Automotive to extend credit to Customer, the undersigned, jointly and severally, unconditionally guarantee(s) the payment of all sums which may be due Lobo Automotive. This guaranty shall be governed by the laws of the State of Texas, shall be effective despite any renewal, modification or waiver by Lobo Automotive of any of Customer's obligations, and no such modification, renewal, or waiver shall operate to defeat this guaranty. It is agreed and understood by the undersigned that Lobo Automotive shall not be required to pursue any other remedies before invoking the terms of this guaranty. This is a continuing guaranty and all indebtedness to which it applies or may apply pursuant to its terms shall be conclusively presumed to have been created in reliance on it.

SIGNED this _____ day of _____, 20____.

Guarantor

Guarantor

Guarantor

Specific Business Information

Type of Business	Number of Locations	Date Business Started
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation		
<input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership		

If Customer is a corporation, indicate:

State of Incorporation: _____ Date of Incorporation: _____

If subsidiary or division, name of parent company: _____

Bank References (Current)

Bank Name	Account Representative	(A/C) Telephone No.
_____	_____	_____
Bank Street Address	City/State	Zip Code
_____	_____	_____
Account Number	Type of Account <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Commercial	

Trade References (If new business, list personal credit of owners)

1. Name _____ (A/C) Telephone # _____
Street Address _____ City/State _____ Zip Code _____
2. Name _____ (A/C) Telephone # _____
Street Address _____ City/State _____ Zip Code _____
3. Name _____ (A/C) Telephone # _____
Street Address _____ City/State _____ Zip Code _____

Will Customer submit a financial statement upon request? Yes _____ No _____

Has Customer or any of the individuals listed as principals or partners above ever failed in business or filed bankruptcy? Yes _____ No _____

Customer warrants that the information and statements contained in this credit application are true and complete and are furnished to assist Lobo Automotive in establishing credit for Customer. Lobo Automotive is hereby authorized to verify any information contained in this application from any source.

Anticipated Monthly Purchases: \$ _____