Credit Application and Agreement

Company Name: _____ **DBA:** _____

Address: _____
Street City State Zip Code

Company Type (Circle One): Sole Proprietorship LLC Corporation Other: _____

Years in Business: _____ **Number of Locations:** _____ **FEIN:** _____

Tax Exempt? (circle one) **(Yes / No) If yes, what state?** _____ **Resale No.** _____

A/P Contact: _____ **Phone:** _____ **E-mail:**_____

Owner's Information (attach additional info if necessary)

Owner's Name: _____ **Phone:** _____
First Last

Address: _____
Street City State Zip Code

Percentage of Ownership: _____**% Title:** _____ **SSN:** _____

Bank References

Bank Name: _____ **Phone:** _____ **E-mail:**_____

Routing #: _____ **Account #:** _____ **NSF Checks? (Y / N)**

Contact: _____ **Requested Credit Limit:** _____

Trade References

Company Name: _____ **Phone:** _____ **E-mail:**_____

Address: _____
Street City State Zip Code

Company Name: _____ **Phone:** _____ **E-mail:**_____

Address: _____
Street City State Zip Code

Company Name: _____ **Phone:** _____ **E-mail:**_____

Address: _____
Street City State Zip Code

TERMS AND CONDITIONS

This Credit Application and Agreement (the "Agreement") is submitted by the company identified on the preceding page ("Company"), for the purpose of requesting that ("B&R Wholesale Tire LLC") B&R EXTEND TO THE Company a line of credit or grant the company a charge account ("Credit") to be used to obtain the Products from B&R.
Authorization to Obtain Further Financial information:
Company Authorizes B&R to obtain further information concerning the credit history and financial condition of Company from any part in relation to this Agreement. Company authorizes the trade and bank references identified on the preceding page, and any other third parties, to release to B&R information related to the Accounts of the Company. Company Authorizes B&R to disclose information about its credit experience with company to third parties.

Terms:

If B&R agrees to extend Credit to Company, an Invoice shall be provided for all products purchased by Company from B&R on Credit (the "Products"). Unless otherwise Agreed to by B&R, all payments ae due once on the 15th of the month and again on the 1'1 of the month from the date of the Invoice for the Products. Creditor reserves the right to change the payment terms, in its sole and absolute discretion.

Past Due Payments:

In the event that Company fails to pay on any Invoice when due, Company will be obligated to Pay B&R on all amounts due and payable interest at the lesser of 1.5% per month (18% per annum) or the maximum amount permitted by Ohio Law. From the date such payment was due until the paid in full date. In the even it becomes necessary for B&R to incur costs, charges and expenses based on Company's failure to comply with its payment or any other obligations under this Agreement, Company shall reimburse B&R for all such costs, charges and expenses, including, without limitation, collection costs and reasonable attorney fees. Discounts offered by B&R for any of the Products will not be applied to any Past Due Amounts.

Financial Insecurity:

B&R may decline to sell or ship products if Company fails to make any payment promptly or in the event B&R is dissatisfied with the financial condition of the company. In such event, B&R shall have the right to declare due and payable any outstanding indebtedness of Company and shall further have the right to immediately terminate the Credit, change the terms of the Credit, and/or take whatever additional action is necessary to protect B&R's interest.

Miscellaneous:

Company waive presentation for payment, notice of non-payment, protest, and notice of protest, demand for payments, and diligence in bringing suit against any party hereto without notice to Company. This Agreement shall be governed by the laws of the state of Ohio and in the event of any suit or litigation relative to this Agreement, jurisdiction and venue shall be proper in the county of Mahoning, State of Ohio. Company understands that completion of this agreement does not constitute an obligation or understanding on the part of B&R to extend credit to Company in any amount, and that any decision to extend credit, and the specific terms thereof, shall be made by B&R in its sole and absolute discretion.

Guarantee

In consideration of credit being extended to Company by B&R, each individual below (each a "Guarantor") jointly and severally personally guarantees the payment and performance of Company under this Agreement. Each Guarantor agrees that this Guaranty is an absolute, complete and continuing guaranty of performance, and not of collection. Each Guarantor waives presentation for payment, notice of non-payment, protest, and notice of protest, demand for payments, and diligence of bringing suit against any party hereto. No notice of indebtedness or of any extension of credit by B&R to Company need be given. The terms of Credit may be rearranged, extended and/or renewed without notice to any of the Guarantors. Each Guarantor agrees to pay any amounts within five days' notice that such amounts are past due. Each Guarantor represents, with Company, that all of the information submitted on the preceding page of this Agreement is true, complete and accurate.

Guarantor: _____ **Date:** _____
(Signature)

Guarantor: _____ **Date:**_____
(Printed Name)