



APPLICATION FOR CREDIT AND AGREEMENT ("AGREEMENT")

For good and valuable consideration which is hereby acknowledged and for the purpose of obtaining goods and merchandise from Tapia Enterprises Inc., a corporation dba Tapia Brothers Company (hereinafter "Tapia") on credit and establishing an open book account and/or updating our records in consideration of doing future business, the applicant (hereinafter "Company Applicant") and undersigned represent and warrant the information contained within this Agreement is true and correct and we agree to all the terms and conditions set forth herein.

Name of Business: _____ Phone Number: _____

Address: _____
Street City State Zip-Code

Name Of Parent Company, If Subsidiary: _____

Check one of the following: Corporation Partnership Sole Proprietor

Year Established: _____ At Present Location Since: _____ State of Incorporation/LLC: _____

Federal Tax ID: _____ State Tax ID: _____

Officers, Partners, Members or Proprietor: _____

Name & Address: _____
First and Last Name Street City State Zip-Code

Social Security No. & Drivers License No. _____
Social Security Drivers License

Name & Address: _____
First and Last Name Street City State Zip-Code

Social Security No. & Drivers License No. _____
Social Security Drivers License

BANK AND CREDIT REFERENCES (Give only names of those you buy from on open account)

Bank Branch Location Account # Phone Number

Street Address City State Zip-Code

First and Last Name Street City State Zip-Code

First and Last Name Street City State Zip-Code

EXPRESS TERMS AND CONDITIONS

The information and statements in this Agreement are true, correct, and complete and are made for the purpose of inducing Tapia to commence selling goods and merchandise to Company Applicant. Tapia is hereby expressly authorized to obtain any information it considers necessary from any source concerning the statements in this Agreement.

In consideration of, and in order to induce Tapia to sell goods and merchandise to Company Applicant based on the foregoing Agreement, the Company Applicant promises to pay for all purchases on the terms as set forth on the invoices. If at any time, for any reason, the Company Applicant fails to pay for purchases when due, the Company Applicant agrees to pay and authorizes Tapia to bill our account for interest computed at the rate of 10% per annum or the maximum amount allowed by law whichever is greater. In the event it becomes necessary to incur collection costs or institute suit to collect any amount due under this Agreement or any portion thereof, the Company Applicant promises to pay such additional collection costs, charges and expenses including attorneys fees pursuant to this contract or CCP 1717.5 whichever is greater.

For good and valuable consideration which is hereby acknowledged, which includes, but is not limited to Tapia selling goods and merchandise to Company Applicant, I/We the undersigned are signing this Agreement in two capacities, both for the Company Applicant and as individuals. I/We, the undersigned, in our individual personal capacities, by this Agreement do expressly personally, unconditionally, jointly, severally, irrevocably and continually personally guarantee to pay the indebtedness of the Company Applicant to Tapia for all past and future goods and merchandise purchased by the Company Applicant. In so doing, I/We the undersigned expressly warrant and represent that I/We have read and understand this entire agreement and it is our intention by signing this Agreement to personally guaranty and assume joint and several responsibility to Tapia along with the Company Applicant for all past, present and future purchases, debts and obligations due from Company Applicant Tapia. We waive notice of default, default, demand for payment, breach of the Agreement and/or otherwise. This Agreement is made in the County of Los Angeles, State of California.

Date: _____ Signed: _____ Print Name: _____

Date: _____ Signed: _____ Print Name: _____