

CREDIT AGREEMENT

It is agreed that the Applicant will pay all invoices and billing statements within the terms and conditions of all invoices supplied by B & R Supply and Equipment Co., Inc. (hereinafter referred to as "Creditor") No terms or conditions within a purchase order that was different from the terms established as result of this application can "override the terms and conditions established as a result of this application. You are authorized to change 18% per month or 18% per annum; whichever is higher and allowable by law on all delinquent invoices. By my signature below, I am certifying that this request is for extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.

Buyer and Guarantors (Applicant) authorize all persons, institutions, organizations, companies, and credit agencies to furnish any and all pertinent information, including commercial and consumer credit reports, requested from time to time by B & R Supply and Equipment Co., Inc. (Creditor). The undersigned and Buyer (Applicant), if different, each warrant that the information given in this Credit Application Agreement is true and no unfavorable information has been omitted. Our firm is financially able to meet any commitments we have made and we promise to pay your invoices according to our contracted terms. This extension of credit and the cancellation or reduction of credit shall be within the sole discretion of B & R Supply and Equipment Co., Inc.

All parties agree that in the event legal action becomes necessary that it will be filed and tried exclusively in Nueces County, Texas, and further agree to pay all collection costs of it becomes necessary to employ a collection agency or attorney to help collect the account. This includes but is not limited to fees to process liens, lien notices, or NSF checks. Special orders are not returnable. Please read all policies including the instructions on our invoices involving shortages, re-stock charges and limitations of liabilities on deliveries made beyond street payment. I/We understand the credit terms and agree to follow them and authorize you to check any of the information contained in the application.

Applicant and all signers hereof, including guarantors understand the Creditor may extend credit under this application and agreement in advance upon representations herein regarding the ownership structure of the Applicant. Any change of ownership structure of the enterprise identified as "Applicant" shall not relieve any person or entity answerable for debts of the Applicant including the guarantors of any obligation. Creditor hereunder of arising herefrom, unless and until Creditor receives written notice of such change by certified mail, return receipt requested, 5441 Greenwood Dr., Corpus Christi, Texas 78417 or P.O. Box 271285 Corpus Christi, Texas, 78427. Payment of any invoices by check or other means, which identifies a drawer other than Applicant, shall not be sufficient to provide the notice required under this provision. This continuing liability the Applicant and other signers described herein shall be in addition to, and not in lieu of, any rights arising against any other person or entity because of the change in ownership or ownership structure.

The undersigned the individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Full Legal Name of Company
(Applicant): _____ Date: _____

By: _____ Printed Name: _____ Title: _____

UNCONDITIONAL GUARNTY

In consideration of your extending credit to the firm of _____ and in further consideration of the delivery of certain materials to said firm, I/we, the undersigned, do hereby jointly and individually guarantee payment of any indebtedness now existing or which is incurred hereby by aforesaid business concern on the terms as stated on B & R Supply's invoices for each order(s) given in writing, telephonically, orally or otherwise by any agent of the aforesaid organization. I/we, the undersigned, further wait notice of nonpayment of the account by B & R Supply and Equipment Co., Inc. (Creditor) and further agree that all or any of the undersign may be held jointly and severally liable to B & R Supply and Equipment Co., Inc. In the event a past due account is referred to an attorney or collection agency for collection, I/we agree to pay cost of collection, including court cost and collection fees. This guaranty is a continuing and unconditional guaranty and shall insure to the benefit of Creditor from the date hereon and shall remain in full force and effect until written notice of termination there has been received by Creditor by certified mail at 5441 Greenwood Dr. Corpus Christi, Texas 78417 or P. O. Box 271285 Corpus Christi, Texas 78427. Termination of guaranty by the undersigned shall not affect any of the guaranty's obligations hereunder with respect to indebtedness incurred up to the termination. The fact that this application contains a request for an estimate of credit shall not be deemed a limitation by the undersigned of any guarantor.

I/we the undersigned personal guarantor(s), recognizing that his or her individual credit history may be necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of consumers credit report on the undersigned, by the above name business credit guarantor, from time to time as may be needed, in the credit evaluation process.

DATE SIGNATURE PRINTED NAME SS NO. WITNESS SIGNATURE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applications, on the race, color, religion, natural origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission. B & R Supply and Equipment Co., Inc. adheres to the E.C.O.A and does not discriminate.