

PLEASE RETURN COMPLETED APPLICATION TO: billionar@billionauto.com or Fax: 844-328-5936

Billion Automotive PO Box 91440 Sioux Falls, SD 57109

COMMERCIAL CHARGE ACCOUNT APPLICATION AND AGREEMENT

The undersigned applicant ("Business"), by signing below, (1) represents and warrants that all the **Business Information** given by Business below in this Commercial Charge Account Application and Agreement (this "Agreement") is true, correct and complete, (2) authorizes Billion Automotive ("Billion") to take all the actions hereinafter set forth or described in this Agreement, and (3) represents, warrants, covenants and agrees to all the **Credit and Other Terms and Provisions** in this Agreement.

Print Name of Business: _____

Signature: _____ Date: _____, 20____

Print Name of Person Signing for Business: _____

Print Title of Person Signing for Business: _____

Business Information

Business's Full and Exact Legal Name: _____

Business Structure (Check One): Corporation LLC LP or LLP Partnership Proprietorship
Other (Explain) _____

Federal ID/Soc. Sec. #: _____ Year Established: _____

Street/Shipping Address: _____
Number and Street City State Zip Code

Billing Address (If Different): _____
Street Address/PO Box City State Zip Code

Business Phone: _____ Business Website: _____

Billing Contact Info: _____
Name and Title Phone #

_____ Email Address Fax #

Bank Reference: _____
Name of Bank Number and Street City State Zip Code

_____ Contact Person Name and Title Phone # Business's Checking Account #

Business/Trade References (Do Not List Family Members or Financial Institutions or Other/Related Companies):

1. _____
Name of Reference Street Address/PO Box City State Zip Code

_____ Contact Person and Title Business's Account #

_____ Phone # Fax # Email Address

2. _____
Name of Reference Street Address/PO Box City State Zip Code

Contact Person and Title	Business's Account #
Phone #	Fax #
Email Address	

3.

Name of Reference	Street Address/PO Box	City	State	Zip Code
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Contact Person and Title	Business's Account #
Phone #	Fax #
Email Address	

4.

Name of Reference	Street Address/PO Box	City	State	Zip Code
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Contact Person and Title	Business's Account #
Phone #	Fax #
Email Address	

Credit and Other Terms and Provisions

Business has requested that Billion establish a charge account (the "Account") for Business's business use and that Billion, in its discretion, permit Business to charge purchases of goods or services from Billion under the terms of this Agreement. If Business elects to make purchases, and Billion elects in its discretion to extend credit to Business from time to time, via the Account, Business agrees to pay for all purchases charged to the Account and all other charges mentioned below according to the terms of this Agreement. PAYMENT TERMS ON ALL PURCHASES ARE NET 10 DAYS after the date of Billion's monthly statement therefor. All sums due for purchases under the Account for or on behalf of Business are payable to Billion at its address PO Box 91440, Sioux Falls, SD 57109. Billion reserves the right in its sole discretion to cancel or reduce credit and to refuse to make future credit sales for any reason or for no reason, except as otherwise prohibited by law. Business agrees to review upon receipt each of Billion's monthly statements to Business and advise Billion in reasonable written detail of any discrepancy or dispute within 10 days of receipt of each such statement. Business's failure to do so shall constitute a waiver of any claim by Business for such discrepancy or dispute. Interest at the rate of 1.5% per month charge will be charged from the date of each monthly statement on all amounts not paid when due, both before and after judgment, and continuing until paid in full. In the event of default, Business agrees to pay all costs of collection, including fees of any collection agency and reasonable attorneys' fees, together with all court costs. Subject to applicable law, Billion reserves the right to select the method by which payments are allocated to the Account in its discretion. No terms or conditions hereof may be amended, waived or changed except by written consent signed on behalf of Billion. Without limiting the foregoing, Billion may, at its option: (a) accept late or partial payments or payments marked "payment in full" or tendered with other conditions or limitations, (b) agree to extend the due date of any payment due under this Agreement, and/or (c) release any other person responsible under this Agreement without notifying Business and without releasing Business from the obligation to pay all amounts owing under, or to otherwise perform the terms and conditions of, this Agreement in full. Business waives demand for payment, presentment, notice of dishonor and all other notices and demands to the fullest extent permitted by applicable law. Business warrants that (i) it is legally bound by this Agreement and (ii) the Account will be used only to purchase goods and services for business, commercial or organizational purposes on behalf of its business and not for personal, family or household purposes. Business authorizes Billion and its agents and representatives (i) to secure credit reports regarding Business from time to time in connection with this Agreement or the collection of debts arising hereunder, (ii) to release credit information regarding Business and this Agreement, including the reporting of credit history to credit reporting agencies, consistent with the Fair Credit Reporting Act 15 U.S.C. §1681, et seq., as amended, (iii) to share information about Business and the Account with Billion's affiliates (companies related by common ownership or control) or with suppliers and service providers who assist Billion in delivering goods and services in connection with the Account, and (iv) to contact Business by telephone, email, text or any other channel of communication and for all purposes. Authorizations herein by Business shall be continuing without expiration. This Agreement shall be binding upon the successors and assigns of Business. THIS AGREEMENT AND THE ACCOUNT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA (WITHOUT REGARD TO INTERNAL PRINCIPLES OF CONFLICTS OF LAW) AND APPLICABLE FEDERAL LAW. Business agrees that any legal action brought relating to this Agreement may be brought only in a court in Minnehaha County, South Dakota and consents to the personal jurisdiction of any such court. If any provision of this Agreement is held to be void or unenforceable under applicable law, rule, or regulation, all other provisions of this Agreement shall still be valid and enforceable. This Agreement sets forth the entire agreement between Business and Billion relating to Business and the Account and supersedes any prior or contemporaneous agreements or statements between Business and Billion relating to the Account.

PERSONAL GUARANTY

Whereas, Business desires to transact business with and obtain credit or a continuation of credit from Billion; and

Whereas, Billion is unwilling to extend or continue credit to Business unless it receives a guaranty of Guarantor (defined below) covering the Liabilities of Business (defined below);

NOW, THEREFORE, in consideration of the premises and in order to induce Billion from time to time, in its discretion, to extend or continue credit to Business, the undersigned (“Guarantor”) hereby absolutely, unconditionally and irrevocable guarantees to Billion and its successors and assigns the payment and performance in full of all debts, liabilities and obligations of Business to Billion of whatever nature, whether now existing or hereafter incurred or arising, whether created directly or acquired by Billion by assignment or otherwise, whether matured or unmatured and whether absolute or contingent (all of which are herein collectively referred to as the "Liabilities of Business"). Guarantor agrees that, with or without notice or demand, Guarantor shall reimburse Billion, to the extent that such reimbursement is not made by Business, for all expenses (including reasonable attorneys’ fees) incurred by Billion in connection with any of the Liabilities of Business or the collection thereof. This Personal Guaranty (this “Guaranty”) is a continuing guaranty and shall remain in full force and effect irrespective of any interruptions in the business relations of Business with Billion; provided, however, that Guarantor may by written notice delivered personally to or received by registered mail by the Chief Financial Officer of Billion at 3401 W. 41st Street, Sioux Falls, SD 57106 terminate this Guaranty with respect to all Liabilities of Business arising or acquired d by Billion ten (10) days after the date on which such notice is so delivered or received. All monies available to Billion for application in payment or reduction of the Liabilities of Business may be applied by Billion in such manner and in such amounts and at such time or times as it may see fit to the payment or reduction of such of the Liabilities of Business as Billion may elect, and the obligations pursuant to this Guaranty shall not be affected by any surrender or release by Business of any other security held by it for any claim hereby guaranteed. Guarantor hereby waives (a) notice of acceptance of this Guaranty and of extensions of credit by Billion to Business, (b) presentment and demand for payment of any of the Liabilities of Business, (c) protest and notice of dishonor or default to Guarantor or to any other party with respect to any of the Liabilities of Business; (d) all other notices to which Guarantor might otherwise be entitled; and (e) any demand for payment under this Guaranty. This is a guaranty of payment and performance and not of collection and Guarantor further waives any right to require that any action be brought against Business or any other person or to require that resort be had to any security or to any balance of any other account or credit on the books of Billion in favor of Business or any other person. No delay on the part of Billion in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights; no notice to or demand on Guarantor shall be deemed to be a waiver of the obligations of Guarantor or of the right of Billion to take further action without notice or demand as provided herein; no modification or waiver of the provisions of this Guaranty shall be effective unless in writing signed by an officer of Billion; and no waiver shall be applicable except in the specific instance for which given. Guarantor warrants that Guarantor is a direct or indirect owner of Business and that Guarantor will derive substantial benefit from any extensions of credit by Billion to Business. This Guaranty is, and shall be deemed to be, an instrument executed and delivered under and pursuant to the laws of the State of South Dakota and shall be in all respects governed, construed, applied and enforced in accordance with the laws of said State. Guarantor agrees that any legal action brought in connection with this Guaranty may be brought only in a court in Minnehaha County, South Dakota and consents to the personal jurisdiction and venue of any such court.

Signature of Guarantor: _____ Date: _____, 20____

Print Name of Guarantor: _____

Print Address of Guarantor: _____

Phone #

Cell Phone #

Email Address

Signature of Witness: _____

Print Name of Witness: _____

NOTICE* The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national 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 at Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.