

Credit Application

www.hawthornecat.com

HAWTHORNE



YOUR COMPANY CONTACT INFORMATION

Equipment Buyer Contact: _____

Parts Buyer Contact: _____

Service Contact: _____

Rental Contact: _____

Primary Hawthorne Division:

Machinery Co.

Power Systems

Rent-It Service

Pacific Corp.

**Approved credit will apply to all divisions.*

Hawthorne Sales Professional:

Name

Industry Codes – Required:

AGRICULTURE

AG05.....NURSERIES
AG15.....CROP PRODUCERS
AG30.....LIVESTOCK PRODUCERS
AG35.....MIXED FARMING
AG50.....AQUACULTURE AND FISHERIES
AG90.....AGRICULTURE SERVICES
AG95.....AGRICULTURE EQUIPMENT OEM

COMMERCIAL SERVICES

CS47.....RADIO & TELEVISION BROADCASTING
CS48.....COMMUNICATIONS
CS50.....WATER DISTRIBUTION & SANITARY SRVCS
CS57.....BUSINESS AND PERSONAL SERVICES
CS60.....FINANCE, INSURANCE AND LEGAL SRVCS
CS61.....COMMERCIAL FACILITY MANAGERS
CS62.....CEMETERY AND GROUND CARE SERVICES
CS70.....HOTELS AND OTHER LODGING PLACES
CS79.....AMUSEMENT AND RECREATION SERVICES
CS80.....HEALTH AND SOCIAL SERVICES
CS81.....RESCUE AND SAFETY SERVICES
CS82.....EDUCATIONAL SERVICES
CS86.....MEMBERSHIP ORGANIZATIONS
CS87.....ENGINEERING SERVICES
CS88.....PRIVATE HOUSEHOLDS
CS89.....MISCELLANEOUS SERVICES

EQUIPMENT SERVICES

EQ10.....CAT DLRS - MACH, EQUIP & SUPPLIES
EQ15.....CAT SUB-DLRS - MACH, EQUIP, SUPPLIES
EQ20.....OEM DLRS - MACH, EQUIP & SUPPLIES
EQ30.....BROKERS, AUCTIONS, RESELLERS, IND DLRS
EQ40.....EQUIP AND ENGINE SALVAGE COMPANIES
EQ50.....CAT RENTAL COMPANIES
EQ51.....OEM RENTAL COMPANIES
EQ52.....RENTAL COMPANY - INDEPENDENT / LOCAL
EQ53.....RENTAL COMPANY - NATL / REGIONAL
EQ54.....RENTAL COMPANY - WITH OPERATORS
EQ99.....EQUIPMENT REPAIR PARTS SERVICES

FORESTRY

FY10.....LOGGING / TIMBER HARVESTING CNTRCTRS
FY20.....FOREST ROAD CONSTRUCTION
FY30.....PAPER PULP MILLS
FY40.....LUMBER MILLS
FY50.....TIMBER LOADING & PROCESSING CNTRCTRS
FY70.....FOREST BIOMASS
FY80.....FOREST SERVICES
FY90.....FOREST MANAGERS

GOVERNMENT

GV86.....NOT-FOR-PROFIT/CHARITY ORGANIZATION
GV87.....EDUCATION AND TRAINING
GV88.....SPECIAL AUTHORITIES
GV90.....NATIONAL GOVERNMENT
GV91.....STATE GOVERNMENT
GV92.....COUNTY GOVERNMENT
GV93.....LOCAL GOVERNMENT
GV94.....DEPARTMENT OF DEFENSE/MILITARY
GV95.....WATERWAY MANAGEMENT

INDUSTRIAL PROCESSING AND MFG.

IM10.....INDUSTRIAL PROCESSING
IM15.....GAS AND ELECTRIC UTILITY SERVICE

IM20.....FOOD PRODUCTS PROCESSORS
IM25.....WHOLESALE AND RETAIL TRADE
IM30.....WATERWAY AND TRANSPORTATION MGMT
IM35.....SCRAP
IM36.....ELECTRONIC & ELECTRICAL EQUIP MFRS
IM37.....DEMOLITION
IM95.....INDUSTRIAL EQUIPMENT OEM

LARGE CONTRACTOR

LG10.....LARGE SITE DEVELOPMENT
LG15.....LARGE LANDSCAPING
LG20.....LARGE ROAD CONSTRUCTION
LG24.....LARGE RESIDENTIAL CONSTRUCTION
LG25.....LARGE CIVIL
LG26.....LARGE WATERWAY, MARINE & DREDGING
LG30.....LARGE EXCAVATION AND EARTHMOVING
LG35.....LARGE COMMERCIAL BUILDING
LG40.....LARGE ASPHALT PRODUCTION
LG45.....LARGE PAVING CONTRACTORS
LG50.....LARGE EXPLORATION AND DRILLING
LG70.....LARGE UTILITIES
LG75.....LARGE SPECIALTY TRADES
LG90.....LARGE SERVICES
LG95.....LARGE CONTRACTOR OEM

LOCAL CONTRACTOR

LL10.....LOCAL SITE DEVELOPMENT
LL11.....LOCAL LAND IMPROVEMENT CONTRACTORS
LL15.....LOCAL LANDSCAPING
LL20.....LOCAL ROAD CONSTRUCTION
LL24.....LOCAL RESIDENTIAL CONSTRUCTION
LL25.....LOCAL CIVIL
LL30.....LOCAL EXCAVATION & EARTHMOVING
LL35.....LOCAL COMMERCIAL BUILDING
LL40.....LOCAL ASPHALT PRODUCTION
LL45.....LOCAL PAVING CONTRACTOR
LL70.....LOCAL UTILITIES
LL71.....LOCAL ELECTRICAL CONTRACTORS
LL72.....LOCAL PLUMBING, HEATING & A/C
LL73.....LOCAL CONCRETE, MASONRY & TILE
LL74.....LOCAL CARPENTRY & FINISH TRADE
LL75.....MARINE MISC SPECIALTY TRADES
LL90.....LOCAL SERVICES
LL95.....LOCAL CONTRACTOR OEM

MARINE

MA09.....COMMERCIAL FISHING
MA40.....WORKBOAT OPERATORS
MA44.....FERRIES, WATERWAY PASSENGER CARRIERS
MA45.....MARINE INLAND CARGO
MA46.....MARINE OCENA CARGO
MA47.....PORTS, STEVEDORES, MARINE BULK TERMS
MA48.....CRUISE LINES
MA49.....MARINE LEISURE SERVICES
MA90.....MARINE CONSULTING ENGINEERS
MA95.....SHIPBUILDING OEM
MA96.....PLEASURE CRAFT OEM

MINING

MN10.....COAL MINING - SURFACE
MN11.....COAL MINING - UNDERGROUND
MN20.....OIL SANDS & SHALE - SURFACE
MN21.....OIL SHALE - UNDERGROUND

MN30.....BUAXITE, LEAD, TIN, ZN, NI - SURFACE
MN31.....BUAXITE, LEAD, TIN, ZN, NI - UNDRGRD
MN32.....IRON ORE MINING - SURFACE
MN33.....IRON ORE MINING - UNDERGROUND
MN34.....FERROUS ALLOY MINING - SURFACE
MN35.....FERROUS ALLOY MINING - UNDERGROUND
MN40.....COPPER MINING - SURFACE
MN41.....COPPER MINING - UNDERGROUND
MN50.....PRECIOUS METALS MINING - SURFACE
MN51.....PRECIOUS METALS MINING - UNDERGROUND
MN52.....DIAMOND MINING - SURFACE
MN53.....DIAMOND MINING - UNDERGROUND
MN60.....OTHER MINERALS - SURFACE
MN61.....OTHER MINERALS - UNDERGROUND
MN80.....CONTRACT MINERS - SURFACE
MN81.....CONTRACT MINERS - UNDERGROUND
MN95.....MINING EQUIPMENT OEM

OIL AND GAS

PE11.....DRILLING CONTRACTORS - OFFSHORE
PE12.....DRILLING CONTRACTORS - ON-SHORE
PE30.....OIL & GAS PRODUCERS
PE31.....OIL FLD SRVC, SUPPLY & MAINT OFFSHORE
PE40.....PIPELINE OPERATION & COMPRESSION CO
PE90.....OIL & GAS ENGINEERING / CONSTRUCTION
PE95.....OIL & GAS EQUIPMENT OEM

PIPELINE

PL10.....PIPELINE

QUARRY AND AGGREGATES

QA10.....CEMENT, CONCRETE & LIME PRODUCERS
QA30.....CUT/DIMENSIONAL OR DECORATIVE STONE
QA40.....CRUSHED ROCK PRODUCERS - SURFACE
QA41.....CRUSHED ROCK PRODUCERS - UNDERGROUND
QA50.....SAND & GRAVEL PRODUCERS
QA60.....AGGREGATE RECYCLING
QA80.....SPECIALTY AGGREGATES
QA95.....QUARRY & AGGREGATE EQUIPMENT OEM

SURFACE TRANSPORTATION

ST10.....TRUCKING & COURIER SRVCS, EXCP LOCAL
ST12.....TRUCKING LONG-HAUL INDEP OPERATORS
ST13.....TRUCKING MOTOR FREIGHT CARRIERS
ST15.....TRANSPORT OF HAZARDOUS MTRLS, WASTE
ST20.....MASS TRANSIT OPERATORS
ST21.....SCHOOL BUS SERVICE
ST22.....BUS SHUTTLE SERVICE
ST40.....RAILROAD TRANSPORTATION
ST41.....RAILROAD SERVICES & TERMINALS
ST42.....WAREHOUSING & STORAGE
ST43.....POSTAL SERVICES
ST45.....AIRPORT GROUND SUPPORT OPERATORS
ST95.....TRUCK MANUFACTURERS OEM
ST96.....BUS MANUFACTURERS OEM
ST97.....RAILROAD MANUFACTURERS OEM
ST98.....RAILROAD MAINT, REPAIR & SUPPLIES

WASTE

WA20.....LANDFILL OPERATIONS
WA30.....SPECIAL & HAZARDOUS WASTE CONTRACTRS
WA40.....WASTE HANDLING
WA49.....RECYCLED MATERIAL PROCESSING OPS
WA95.....WASTE OEM

Hawthorne (San Diego) Operations16945 Camino San Bernardo, San Diego, CA 92127
(858) 674-7000 • (800) 437-4228 • Fax (858) 674-7175**Hawthorne Pacific Corp.**94-025 Farrington Hwy, Waipahu, HI 96797
(808) 677-9111 • (800) 344-8603 • Fax (808) 676-0261**CREDIT APPLICATION AND AGREEMENT** Machinery Co. Power Systems Rent-it Service Pacific Corp.DATE _____ Amount of Credit Requested \$ _____ Existing Customer

BUSINESS NAME _____ ("CUSTOMER")

DBA _____

STREET ADDRESS _____ PHONE _____
(Street) (City) (State) (Zip)BILLING ADDRESS _____ PHONE _____
(Street) (City) (State) (Zip)

MOBILE / PAGER PHONE _____ FACSIMILE _____ E-MAIL _____

 INDIVIDUAL PARTNERSHIP DESCRIPTION OF BUSINESS _____ DATE STARTED _____ CORPORATION L.L.C. OTHER _____

CORPORATE FILE NO. _____ CONTRACTORS LICENSE NO. _____ TAX RESALE NO. _____

FEDERAL TAX # (For Corp.) _____ STATE TAX # _____ NO. OF EMPLOYEES _____ PURCHASE ORDERS REQUIRED? YES NO

FULL NAME OF OWNER(S) / OFFICERS OF CORPORATION _____

HAS BUSINESS OR ANY PRINCIPAL EVER DECLARED BANKRUPTCY? YES NO IF YES, DATE FILED: _____

BONDING COMPANY _____ CONTACT NAME _____ PHONE _____

INSURANCE COMPANY _____ CONTACT NAME _____ PHONE _____

DOES THE BUSINESS OR ANY PRINCIPAL HAVE ANY OUTSTANDING LIENS OR JUDGMENTS AGAINST IT / THEM? YES NO

IF YES, LIST IN DETAIL _____

PLEASE ATTACH A CURRENT FINANCIAL STATEMENT TO THIS APPLICATION. ALL FINANCIAL INFORMATION WILL BE KEPT CONFIDENTIAL, SUBJECT TO THE TERM STATED IN THIS AGREEMENT. (continued on next page)

CONTINUING PERSONAL GUARANTY

In consideration of the extension of credit to the Customer by Dealer, and as an inducement to Dealer to continue to extend credit to Customer, the undersigned, jointly and severally, unconditionally guarantee(s) the prompt payment of any and all sums of money now due or at any time hereafter due and owing to Dealer by Customer. The undersigned personally guarantee(s) payment for all goods, equipment and/or services purchased and/or leased by Customer, and, should Customer's account become past due, for all costs, including but not limited to attorney's fees and costs of collection resulting therefrom. Any undersigned guarantor who is married expressly represents that he/she has been duly authorized by the nonsigning spouse to act in a representative capacity and execute this Guarantee on behalf of the nonsigning spouse, for the purposes described herein, so as to bind their marital community property.

Dealer may proceed against the undersigned without being required to first proceed against the Customer and may proceed against any one of the undersigned without waiving its right to proceed against any of the remaining Guarantors. The undersigned waives notice of extension of time or modification of terms, settlements, or resolutions of disputes, modification of credit line, or default of Customer.

This Guaranty is intended to be and is a Continuing and Cumulative Guaranty. This Guaranty may only be revoked by written notice to Dealer at the above address. Such notice shall be sent by certified mail, return receipt requested and shall be effective only with respect to orders for sale or lease transactions which are accepted by Dealer after the expiration of 15 days following Dealer's receipt of such notice. Any revocation of this Guaranty shall not affect any liability incurred by Customer prior to the expiration of said 15-day period.

If the Authorization to Release Information and Election to Participate in CAT Credit Exchange Program ("Authorization") on the last page of this Agreement is signed by Customer, the term "Dealer" as used in foregoing Continuing Personal Guaranty shall include and apply to any Caterpillar dealer who extends credit to Customer based upon this Application, or information obtained pursuant thereto. If the Authorization is not signed by Customer, the term "Dealer" shall be deemed to refer to and apply to Hawthorne Machinery Co. and its affiliated and subsidiaries ("Hawthorne").

The undersigned, and each of them, agree(s) to be bound by all terms and conditions contained in this Credit Agreement.

Signature _____ Name _____ S.S.# _____

Signature _____ Name _____ S.S.# _____

Witness _____

Signature RequiredPrint Name

(continued from previous page)

Trade References (Complete in Full):

- 1. _____
(Name) (Address) (Phone)
- 2. _____
(Name) (Address) (Phone)
- 3. _____
(Name) (Address) (Phone)

Bank(s):

- 1. _____
(Name) (Address) (Phone)
- 2. _____
(Name) (Address) (Phone)

CHECKING ACCOUNT NO. _____ LOAN ACCOUNT NO. _____ SAVINGS ACCOUNT NO. _____
 BALANCE _____ BALANCE _____ BALANCE _____

PERSONAL INFORMATION ON OWNER / PRINCIPALS / GUARANTORS: (attach additional sheets, if necessary)

NAME / TITLE _____ BIRTH DATE _____ S.S.# _____
 HOME ADDRESS _____ PHONE _____ % OWNERSHIP _____
 NET WORTH \$ _____ ANNUAL INCOME \$ _____ MONTHLY HOUSING PAYMENT \$ _____
 NAME / TITLE _____ BIRTH DATE _____ S.S.# _____
 HOME ADDRESS _____ PHONE _____ % OWNERSHIP _____
 NET WORTH \$ _____ ANNUAL INCOME \$ _____ MONTHLY HOUSING PAYMENT \$ _____
 SPOUSE'S NAME (Individuals Only) _____

AGREEMENT FOR EXTENSION OF CREDIT AND RELEASE OF INFORMATION TO CAT FINANCIAL

By signing below, Customer agrees to all of the following terms: (1) Payment is due Net 10th prox. of the month following invoice date; (2) All sums not paid within 30 days shall be considered past due and shall bear a service charge of 1½ % per month; (3) Customer agrees to pay actual attorney's fee and costs as well as the cost of investigators and collection agencies, if any part of this account is past due, whether or not court action is taken or a judgment is rendered; (4) This agreement shall be construed under the laws of the State of Hawaii for transactions occurring in Hawaii, or the State of California for all other transactions; (5) If legal action is brought to enforce this agreement, Hawaii shall be the exclusive jurisdiction and legal venue for said action for transactions occurring in Hawaii; San Diego, California shall be the exclusive jurisdiction and legal venue for said action for all other transactions; (6) Customer agrees to pay Dealer a \$25.00 service charge on each dishonored check; (7) To the extent the right and/or requirement a Preliminary Notice is provided by law, Dealer has the right to file a Preliminary Notice on any project to which equipment has been supplied, and Customer agrees to and shall provide complete Preliminary Notice information when requested by Dealer; (8) Dealer's acceptance of this credit application constitutes acceptance by the Customer of the terms and conditions of this agreement; and (9) All transactions made hereunder shall be governed by the foregoing terms and conditions as well as any terms or conditions on Dealer's quotation, agreements, rental agreements and/or invoices.

Any and all written notices required to be provided by Customer pursuant to this agreement or any requirement of law shall be delivered to the "Correspondence Mailing Address" listed at the top of this Credit Application and Agreement, including but not limited to, any notifications of disputes and any notices of notice of completion. **No notices or correspondence shall be sent to the "Payment Only Mailing Address" listed at the top of this Credit Application and Agreement.** Dealer hereby designates the Correspondence Mailing Address listed at the top of this Credit application and Agreement as the address for delivery of all correspondence to Dealer.

Customer further agrees that Dealer may, at Dealer's sole discretion, accept, utilize and rely upon a facsimile copy or photocopy of this agreement and the foregoing Continuing Personal Guaranty, in lieu of an original document. Customer acknowledges that, by transmitting a facsimile copy, electronic copy or photocopy of this document to Dealer, Customer, and the Guarantor (if applicable) agree to be bound by the terms and conditions contained in this document to the same extent as if an original were transmitted to Dealer, Customer, and Guarantor (if applicable), consent to Dealer's use of this document and waive any right to object to the use of a copy in place of the original and any right to require Dealer to subsequently produce an original document. This Credit Application and Agreement cannot be altered, amended, revised or otherwise modified unless an officer or the Corporate Credit Department of Dealer provides prior written consent thereto.

The above information is furnished for the purpose of obtaining credit. I/We hereby authorize Hawthorne to verify information from whatever source it deems appropriate to determine my/our credit and financial responsibility. Customer and each person signing below, and on the Continuing Personal Guaranty if applicable, warrants that the information provided herein or in connection with this application is true and correct and authorizes the release of such information to CAT Financial®, Caterpillar® Dealers and/or any party which may provide credit to Customer. Customer further authorizes said entities to request and obtain information pertaining to Customer's creditworthiness, as Dealer may deem appropriate, from, including but not limited to, banks, credit bureaus, credit reporting agencies, and other creditors of Customer.

FIRM / CUSTOMER NAME _____

BY _____ TITLE _____
(Owner or Authorized Agent)

NOTICE: If your application for business credit is denied, you have the right to a written statement of specific reasons for the denial. To obtain the statement, please contact the CAT Corporate Credit Manager, 2120 West End Avenue, Nashville, TN 37203 or the Credit Department at the above address within 60 days from the date you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days from receiving your request. 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 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 Lender in the FTC Regional Office for the region in which the Lender operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

Application for credit with: (Please check appropriate box or boxes)

- Caterpillar Financial Services Corporation including its division FCC Equipment Financing
Caterpillar AccessAccount Corporation

The Applicant identified below hereby agrees that the completed credit application it most recently delivered to (Dealer) is hereby incorporated herein and all the information set forth therein and all the agreements made by Applicant therein are deemed to have been provided to or made with Caterpillar AccessAccount Corporation (CAAC) and Caterpillar Financial Services Corporation (CFSC).

TO BE COMPLETED BY CAT ACCESSACCOUNT APPLICANTS ONLY

CAT ACCESSACCOUNT APPLICANTS MUST PROVIDE THE NAME OF AT LEAST ONE BUT NO MORE THAN THREE INDIVIDUALS THAT ARE FULLY AUTHORIZED TO USE THE ACCOUNT ON BEHALF OF THE APPLICANT AND SPECIFY THE AMOUNT OF CREDIT BEING REQUESTED

*NAME: *NAME: *NAME:

REQUESTED CREDIT LIMIT: \$

IF APPLICANT WANTS TO USE ELECTRONIC SIGNATURES (INSTEAD OF MANUAL SIGNATURES ON PAPER DOCUMENTS), PLEASE PROVIDE THE NAME AND E-MAIL ADDRESS OF THE INDIVIDUAL THAT WILL EXECUTE (SIGN) ANY FINANCING DOCUMENTS IF THIS APPLICATION FOR CREDIT IS APPROVED.

*NAME: *E-MAIL:

By applying for credit with a Cat Financial Company, Applicant agrees that such Cat Financial Company may investigate or rely on the financial information of Applicant's principal(s), owner(s) or partner(s) or officer(s) (each a Signatory) in making its credit determination.

Privacy Notice: By providing information to the Cat Financial Companies, the Applicant and each Signatory is agreeing that the information may be shared among the Caterpillar Companies and their partners and sellers of Caterpillar Inc. products (each a Caterpillar Dealer), including but not limited to, CAAC's Customer Agreement and CFSC's financing documents.

Applicant understands and agrees that the credit granted by any of the Cat Financial Companies to Applicant shall be governed by the provisions and conditions set forth in the applicable agreements between Applicant and the applicable Cat Financial Company, including but not limited to, CAAC's Customer Agreement and CFSC's financing documents.

Applicant and each Signatory further agrees that the Cat Financial Companies may obtain from each other and the other Caterpillar Companies, Caterpillar Dealer, banks, consumer reporting agencies, financial institutions, merchants, customers or any other person or entity any personal or business information the Cat Financial Companies may deem appropriate related to such Applicant and each Signatory.

This application for credit from any of the Cat Financial Companies is distinct and separate from the application for credit made to any Dealer or any other third party. Applicant further understands that any decision to extend or deny credit hereunder shall be made solely by the applicable Cat Financial Company.

Applicant and each Signatory acknowledges that this credit application is for business customers only (including sole proprietorships) and any credit provided by the Cat Financial Companies in connection herewith is not to be used for the purchase of equipment or services for personal, household or family purposes.

Applicant and each Signatory agrees to and expressly acknowledges that Applicant and each Signatory has read and fully understands the terms and conditions contained in this credit application.

Applicant:

Print: Date:

Applicant Name (Name of Individual or Legal Entity Applying for Credit)

Signature: Printed Name of Authorized Party: Title:

Authorized Party Signing Application

E-Mail: Applicant & Signatory Identity Verified

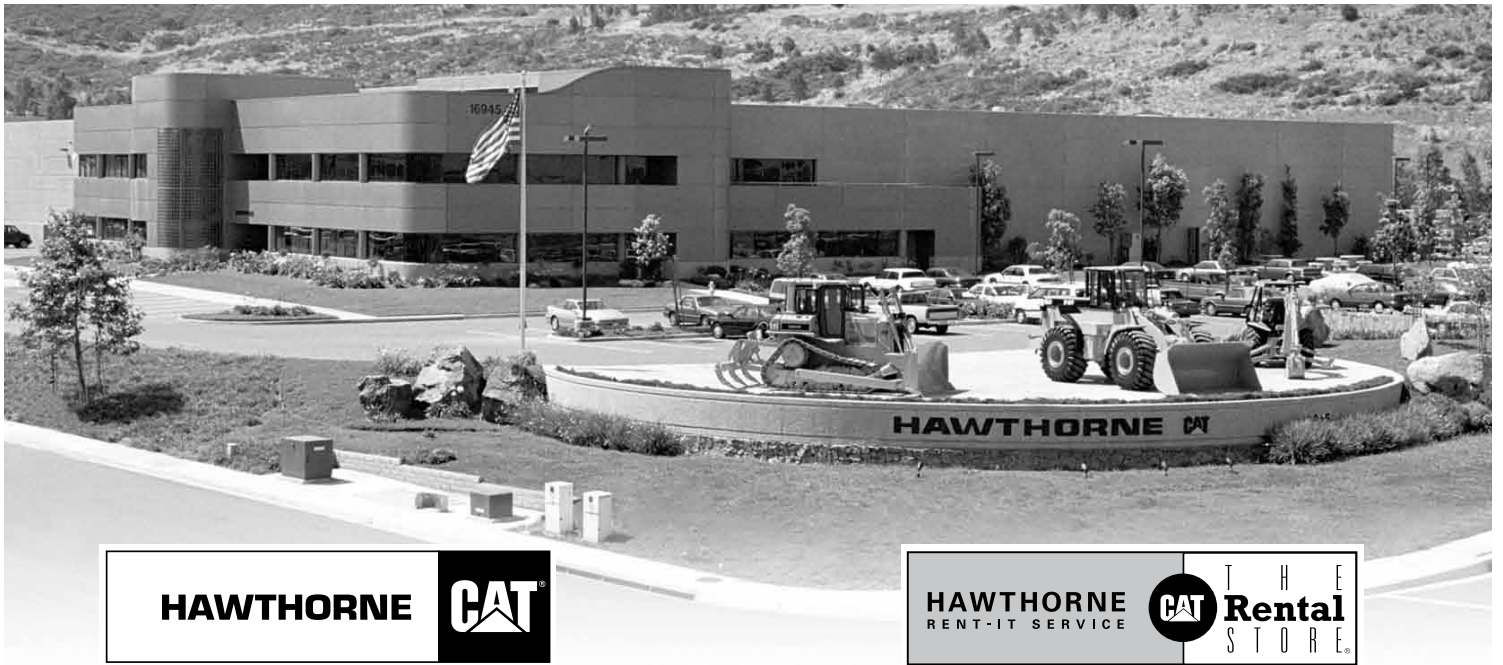
Signatories: (To be completed by any owner(s), principal(s), partner(s) or officer(s) of Applicant)

Signature: Printed Name of Signatory: E-Mail:

Signature: Printed Name of Signatory: E-Mail:

Signature: Printed Name of Signatory: E-Mail:

NOTICE: If your application for business credit is denied, you have a right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the applicable Cat Financial Company to whom you applied for credit at the address below within 60 days from the date you are notified of the decision.



Hawthorne Cat is the authorized dealer for Caterpillar construction and power equipment in San Diego, Hawaii, Guam, Saipan and American Samoa. Hawthorne sells, rents, provides parts and service to various industries including heavy construction, general building construction, earthmoving, excavation, quarry and aggregate, landscaping, marine, paving, waste management, engine power, power generation and grounds maintenance.

For more on Hawthorne visit www.hawthornecat.com.

One Team—One Goal

Exceptional People Dedicated to Exceptional Customer Service