

**Hawthorne Machinery Co.**

16945 Camino San Bernardo, San Diego, CA 92127  
 (858) 674-7000 • Fax (858) 674-7179  
 credit@hawthornecat.com

**Hawthorne Pacific Corp.**

94-025 Farrington Hwy, Waipahu, HI 96797  
 (808) 677-9111 • Fax (808) 678-6261  
 credit@hawthornecat.com

# CREDIT APPLICATION AND AGREEMENT

Machinery Co.    Power Systems    Rentals    Pacific Corp.    CARQUEST    Ness Turf Equipment    SITECH Solutions Hawaii, LLC

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.

**SIGNATURES — Physical Signatures Required**

**Signature** \_\_\_\_\_ Name \_\_\_\_\_ S.S.# \_\_\_\_\_

**Signature** \_\_\_\_\_ Name \_\_\_\_\_ S.S.# \_\_\_\_\_

**Witness** \_\_\_\_\_

Signature Required

Print 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 \$50.00 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 \_\_\_\_\_  
(Signature of Owner or Authorized Agent — Physical Signare Required)

**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.