

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, LLCDATE _____ 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

REVISED APRIL 2020

(Continued from previous page)

Trade References (Complete in Full):

1.	_____	_____	_____	_____	_____
	(Name)	(Address)	(Phone)	(Fax Number)	(Email Address)
2.	_____	_____	_____	_____	_____
	(Name)	(Address)	(Phone)	(Fax Number)	(Email Address)
3.	_____	_____	_____	_____	_____
	(Name)	(Address)	(Phone)	(Fax Number)	(Email Address)

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 1/2 % 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 undersigned, and each of them, agree(s) to be bound by all terms and conditions contained in this Credit Agreement and all of the terms and conditions of each underlying sale, lease, service, invoice or other written agreement, all of which are incorporated herein by this reference and available at www.hawthornecat.com/terms, or such other successor website as Hawthorne may use from time to time, and available in hard copy upon request.

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 Signature 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.

**ADDENDUM (SUBMIT WITH EACH DEALER APPLICATION)**

Caterpillar Financial Services Corporation

Phone: (800) 651-0567

Email: Credit.Department@cat.com

Check all that apply. I am financing:

- ☐ Equipment from a Cat Dealer
☐ Equipment from an auction

I have previously applied with Cat Financial for:

- ☐ Equipment Financing
☐ Commercial account to pay for parts, service, attachments or to rent equipment from a Cat Dealer
☐ N/A

FINANCIAL: Attach the following if financing exceeds \$350,000 for equipment purchases

Financial statements for the last 2 fiscal year-ends, latest interim statements and comparable interims from prior year (if fiscal year-end is over 120 days), and a detailed list of work on hand

*Additional financial information may be required.***NOTICES**

Definitions: The terms “you” and “your” will refer to the person applying for financing, each Guarantor and each Signatory signing this addendum (“Addendum”) to the credit application (“Credit Application”) you recently completed and delivered to _____ (“Your Dealer”). The terms “we”, “us” or “our” will refer to Caterpillar Financial Services Corporation (“CFSC”). Collectively, CFSC, Caterpillar Inc. and their affiliates and subsidiaries are referred to herein as the “Caterpillar Companies”. You agree that the Credit Application is hereby incorporated into this Addendum and all the information set forth in the Credit Application and all the agreements made by you therein are deemed to have been provided to or made with us. We may use such information and rely upon such agreements in evaluating this Addendum.

Representations and warranties: You represent that the information provided by you in this Addendum and the Credit Application is true, correct and complete and that the information provided in this Addendum is provided for the purpose of obtaining credit from us.

Notice and Consent: We may collect and use personal and business contact information, personal and business details, credit and financial information (including, without limitation, consumer reports and credit histories), and government identifiers. Any of your information supplied or obtained in connection with this Addendum that also pertains to an individual may sometimes be referred to herein as “Personal Information”. We may collect your information directly from you or from other Caterpillar Companies, sellers of Caterpillar products (each a “Dealer”), banks, consumer reporting agencies, financial institutions, merchants, customers or any other person or entity for the uses described herein. You further authorize and instruct each such person or entity to furnish, share or otherwise make accessible to us any such information in their possession. We may use and rely upon such information, and any information provided in this Addendum or the Credit Application, to: (a) make a credit decision to extend credit now or in the future pursuant to a subsequent application or request, (b) continue any previously provided credit, (c) review your account, (d) assist in any collection activity, and (e) share such information with any other person or entity, including but not limited to the Caterpillar Companies, Dealers, consumer reporting agencies, financial institutions, and merchants, to the extent permitted by law. Additionally, we may use and/or disclose any of your information, including any Personal Information, as required by law or regulation, or as requested by government authorities or for the protection of persons or property.

We may share your information, including any Personal Information, supplied or obtained in connection with this Addendum or the Credit Application, with Caterpillar Companies, Dealers, and external service providers processing such information on our behalf, some of whom may be located in a country other than the United States. We may, from time to time, use such information and share such information among and with Caterpillar Companies and Dealers to promote and market additional products or services of the Caterpillar Companies to you. You may opt out of receiving this type of communication by contacting us as indicated below.

We use reasonable measures to protect Personal Information against loss, manipulation, falsification, unauthorized access, or unauthorized disclosure.

By providing Personal Information to us, you consent to the collection and use of the Personal Information in accordance with the purposes described in this Addendum. You also consent to the transfer of Personal Information to countries or jurisdictions that may not provide the same level of data protection as the legal jurisdiction in which you are located.

To make a request to access, update or delete your Personal Information (including to opt-out of future advertising, marketing or opinion poll communications from us), or for additional information about how we handle the Personal Information, please contact us at:

Caterpillar Financial Services Corporation
Attn: Customer Relations Manager
Mailing Address: 2120 West End Avenue, P.O. Box 340001, Nashville, TN 37203
E-Mail: NABC.CustomerService@cat.com
Phone: (800) 651-0567

By signing below, each individual Signatory authorizes and instructs us to procure a personal consumer credit report in connection with this Addendum.

This application for credit is solely addressed to us. A decision to grant or deny business credit by CFSC will be made by CFSC. We may, in our sole discretion, refuse to extend business credit, goods, or services to you and may terminate any such credit extended at any time. Any references to a requested amount of credit in this Addendum or the Credit Application will not be deemed a limitation of liability by you. You understand and agree that any credit granted by us to you will be governed by the provisions and conditions set forth in the applicable agreements between us.

You acknowledge that this Addendum is for business customers only (including sole proprietorships) and credit provided by us in connection with this Addendum may not be used to acquire equipment or services for personal, household or family purposes. You acknowledge that you have read and fully understand the terms and conditions contained in this Addendum.

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 these creditors is the FTC Regional Office for the region in which CFSC operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, contact us at the applicable address below 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 for the statement.

Caterpillar Financial Services Corporation, Attn: Credit Manager, 2120 West End Ave., P.O. Box 340001, Nashville, TN 37203

SIGNATURES

Required signatures: If you are a legal entity (e.g., corporation, limited liability company or limited liability partnership), an authorized person must sign below on your behalf in addition to each owner listed in this credit application. If you are a partnership or a sole proprietorship, each owner must sign below.

Authorized Signature _____ Date _____

Printed Name _____ Title _____

Ownership (To be completed by every owner identified in the OWNERSHIP Section of this Application; ID required)

1) Signature _____ Printed Name _____ Date _____

2) Signature _____ Printed Name _____ Date _____

TO BE COMPLETED BY A CATERPILLAR REPRESENTATIVE OR CAT DEALER

Identity verified for all signatories listed above ☐ Yes ☐ No