



APPLICATION FOR CREDIT
Ring Power Corporation

500 WORLD COMMERCE PKWY
ST AUGUSTINE FL 32092-3788
904-737-7730 • FAX: 904-739-0936

- () Cat Rental () Crane
() Entertainment Services () Lift Trucks
() Heavy Equipment () Used Parts
() Power Systems () Other
() Phoenix Products

ACCT: # _____
TERR: _____ TAX: _____
SIC: _____ CR: _____
S/C: _____ POR: _____
DIV: _____ D&B _____ PG: _____
APRV: _____ DATE: _____
DEC: _____ DATE: _____
(FOR OFFICE USE) BY: _____

Date: _____

Please check your type of business: () Corporation () S Corp () State of Inc. () Individual () Partnership (All must sign)

Name: _____ Federal ID#: _____

Address: _____
(Include street, city, state and zip code)

Bill Address: _____
(If different from above)

E-mail address: _____

Telephone: Business () _____ Fax: _____ Home: _____

List below the following: Corporate officers, individual owner* or partners* - (*Items necessary if individual owner or partner)

Table with 5 columns: Name, Title, *Home Address, *Social Security #, *Date of Birth

Please list any other trade names used: _____ Purchase Order required? () Yes () No

Dunn & Bradstreet number: _____ Contractor's license number: _____

Are you a defendant in any suits or legal action? () Yes () No If yes, please explain: _____

Have you been declared bankrupt in the last 14 years? () Yes () No If yes, please explain: _____

Are you state sales tax exempt: () Yes () No

ATTACH COPY OF YOUR EXEMPTION CERTIFICATE(S) Applicable taxes will be charged until valid certificate is received by the Credit Department.

Type of business (be specific): _____ Date business established? _____ Number of employees? _____

FINANCIAL INFORMATION (Please attach copy of current financial statement or balance sheet)

Table with 3 columns: Credit References, NAME, TELEPHONE, FAX

Banks And Finance Companies: To Whom It May Concern: I hereby authorize any bank, financial institution or creditor of any kind or character to disclose full information as to my past, present or future account(s).

BANK NAME ADDRESS (Include City, State and Zip Code) ACCT. # TELEPHONE

The undersigned agrees that payment is due to Ring Power Corporation as follows: Parts and Service invoices are due net 30 days from the date of the invoice. Rental/Lease invoices are due upon receipt. Sales invoices are due net 10 days from the date of invoice. Past due balances shall be assessed a service charge or interest at the highest rate allowed by law until payment is made. If any indebtedness due and owing is not paid as agreed, the undersigned agrees to pay to Creditor a reasonable attorney's fee and/or costs of collection whether suit be instituted or not, if Creditor refers its claim to an attorney and/or collections to collect the indebtedness due and owing. Venue for all actions instituted for any indebtedness due and owing to Ring Power Corporation shall lie exclusively in the courts located in Duval County, Florida. The parties agree that any proceeding brought concerning the credit application shall be in the courts of the State of Florida and the parties accept exclusive personal jurisdiction of these courts. THE UNDERSIGNED KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY. The parties further agree that the waiver of trial by jury is a material inducement for Creditor to extend credit to the undersigned. REMIT PAYMENT TO: PO BOX 935004, ATLANTA GA 31193-5004

Please print name _____

Salesman's Name and Territory Number (For Office Use)

Signature

(Officer/Owner)

Title

MAIL ALL ORIGINAL DOCUMENTS TO CREDIT DEPARTMENT

GUARANTY OF PAYMENT

Account # _____

As an inducement to RING POWER CORPORATION to extend credit to

_____, ("Obligor"),

(List company name or individual applying for credit)

of _____, the undersigned ("Guarantor")

(List street, city, state and 9 digit zip code)

hereby jointly and severally and unconditionally guarantees to Ring Power Corporation and its affiliated divisions, as "Creditor" the punctual payment and prompt performance of all terms, provisions and conditions of any and all liabilities or obligations of the Obligor including those obligations that the Obligor may now owe or that the Obligor may at any time hereafter owe to Creditor whether said indebtedness or obligation arises from or is evidenced by written agreement, contract, open account or otherwise, and guarantees the payment on demand of the entire unpaid balance if the Obligor defaults on any payment(s) or any installment(s) at its due date or in any other manner, without first requiring Creditor to proceed against the Obligor or to liquidate any security, and, the undersigned further agrees to be bound by and on demand to pay any deficiency established by a sale of any collateral held, with or without notice. Guarantor hereby waives notice of acceptance of this Guaranty, notice of default by the Obligor, presentment, protest and demand, notice of protest and demand or any of them with respect to any note or other instrument or agreement to which the Obligor may be a party. The undersigned expressly agrees to remain bound under this Guaranty, notwithstanding Creditor's extension of time or performance to, the granting of or any other indulgence to, or any other modification of any obligation of the Obligor and/or the acceptance, alteration, or release of any security, whether provided by the Obligor or any other person. The undersigned further agrees to be bound by and on demand to pay Creditor any and all sums that a Trustee or Debtor (Obligor), pursuant to The Bankruptcy Code, 11 U.S.C., Sections 101-1532 (as it now exists or may hereafter be amended), might recover from Creditor, and the undersigned waives any and all rights of subrogation and/or contribution. If more than one party signs this Guaranty, all obligations and liabilities created shall be the joint and several obligation and liability of each of said parties. This Guaranty is unlimited in amount and is a continuing, indivisible and cumulative Guaranty. The validity, construction, interpretation and administration of this Guaranty shall be governed by the substantive laws of the State of Florida without regard to conflicts of law principles. This Guaranty is a guaranty of payment and not of collection and is a primary obligation of guarantor.

Revocation of this Guaranty shall be effective as of ten (10) days after the receipt of written notice of revocation, sent by the undersigned, by certified mail, to the Creditor at 500 World Commerce Parkway, St. Augustine, FL 32092, attention Credit Department. The liability of the undersigned shall continue with respect to any transaction with and any obligation of the Obligor incurred prior to the effective date of termination. No termination hereof shall be effected by the withdrawal of any of the undersigned as a stockholder, officer, director or employee of the Obligor or the death of any of the undersigned. The undersigned expressly agrees to remain bound under this guaranty notwithstanding creditor's acceptance of an updated Application for Credit from Obligor or acceptance of a guaranty from a third person. Neither such event shall operate as a revocation of this Guaranty.

This Guaranty is fully enforceable irrespective of any defenses that the Obligor may assert, including but not limited to failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, accord and satisfaction and usury. The undersigned agrees to pay to Creditor a reasonable attorney's fee or the actual attorney fees paid by Creditor to its attorney, whichever is greater, plus the allowed costs of in house counsel, plus all costs of collection and all other costs and expenses that may be incurred by Creditor relative to collection of the indebtedness due and owing whether suit be instituted or not and in the event of suit or litigation, whether incurred in connection with trial or appellate proceedings or a bankruptcy case. Venue for all actions instituted for any indebtedness due and owing to Ring Power Corporation shall lie exclusively in the courts located in Duval County, Florida. THE UNDERSIGNED KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY. The parties further agree that this waiver of trial by jury is a material inducement for Creditor to extend credit to the Obligor. The parties agree that any proceeding brought concerning any transactions among Obligor, Guarantor, and/or Creditor shall be in the courts of the State of Florida and the parties accept exclusive personal jurisdiction of these courts. This Guaranty shall inure to the benefit of Creditor, its successors and assigns, and to any person whom Creditor may grant an interest in any of the obligations or debts of the Obligor and shall be binding upon the undersigned and their respective successors, representatives and assigns. This Guaranty shall not be modified except by instrument in writing signed by the undersigned and a duly authorized officer of Creditor. Unless the Guarantor is a corporation, the signature below is the personal signature of that person, and this is the personal guaranty of that person, regardless of whether that person is identified in any other capacity. Further, Guarantor agrees that Ring Power Corporation may obtain Guarantor's personal and business credit reports at any time to assist in making credit decision(s), in reviewing Obligor's account, and for collection efforts. A facsimile or copy of this Guaranty shall be enforceable as an original, and this Guaranty may be executed and enforced in counterparts.

WITNESS my/our hand(s) and seal(s) this _____ day of _____, year _____.

WITNESS:

Guarantor(s):

Print Name

Legal Signature

Home Address

Social Security Number Date of Birth

Print Name

Legal Signature

Home Address

Social Security Number Date of Birth

TO BE COMPLETED BY RPC ASSOCIATE	
IDENTIFICATION OBTAINED	
Driver's License, state issued _____	
# _____	
Identification Card, state issued _____	
# _____	
RPC EMPLOYEE (please print)	

RPC EMPLOYEE (please sign)	



Heavy Equipment
 Power Systems
 Cat Rental Store
 Ring Power Lift Trucks

Ring Power Crane
 Entertainment Services
 Phoenix Products
 Ring Used Parts

Ring Power Corporation, 500 World Commerce Pkwy, St. Augustine, FL. 32092, (904) 737-7730

FINANCIAL AFFIDAVIT

As an inducement to Ring Power Corporation and/or its affiliates (“Ring Power”) to extend, renew, or continue credit to _____ (“Customer”), Customer represents and warrants to Ring Power as follows: (i) all balance sheets, income statements, statements of profit and loss, net worth statements, and any and all other financial data or other information that has been or will be supplied to Ring Power regarding Customer, including without limitation, the documents attached hereto as Exhibit A (collectively, the “Financial Statements”), are and will be correct in all material respects and are and will be sufficiently complete to give Ring Power accurate knowledge of Customer’s financial condition, including all material contingent liabilities; (ii) the Net Worth of Customer amounts to _____ as of the date of the Financial Statements; and (iii) since the date of the most recent financial statement(s) provided to Ring Power, there has been no material adverse change in the business condition (financial or otherwise), operations, properties or prospects of Customer.

Customer intending to be legally bound, has duly executed this Financial Affidavit in favor of Ring Power as of _____.

CUSTOMER:

WITNESS:

Print Name: _____

By: _____

Print Name: _____

Title: _____

Address:

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

Caterpillar Financial Services Corporation
 Caterpillar Financial Commercial Account Corporation
 2120 West End Avenue, P.O. Box 340001
 Nashville, Tennessee 37203

Check all that apply. I am financing:

- Equipment from a Cat Dealer
- Equipment from an auction
- Parts, service, attachments or renting equipment from a Cat dealer with Cat Card

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

COMPLETE if you are financing PARTS, SERVICE, ATTACHMENTS or RENTING equipment from a Cat dealer with Cat Card

Requesting a revolving credit limit range of (select ONE): \$ _____ \$25,000 or less \$25,000-\$75,000 \$75,000 or more (see FINANCIAL section below)

Billing preference (select ONE or statement billing will apply):

Please choose Statement Billing if you are taking advantage of a special financing program.

STATEMENT BILLING: Receive one statement monthly that covers all transactions made during that period. A minimum payment of 10% (revolving) of the account balance plus interest is due each payment cycle, or pay in full without interest charges. Rental charges are due in full by the due date. As with all statement billing methods payments are applied to the oldest outstanding balance.

INVOICE BILLING: Immediately receive a separate Invoice Bill that mirrors the dealer invoice for each transaction you make, plus receive a monthly summary of all paid and open invoices. The full payment of the invoice is due on the stated terms.

Name(s) of individual(s) authorized to charge on account: 1) Name _____ 2) Name _____

Contact Credit.Department@cat.com to request additional authorized users.

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 credit application. The terms "we", "us" or "our" will refer to each of Caterpillar Financial Services Corporation ("CFSC") and Caterpillar Financial Commercial Account Corporation ("CFCA"). CFSC, CFCA, Caterpillar Inc. and their affiliates and subsidiaries are collectively referred to herein as "Caterpillar".

Representations and warranties: You represent that the information provided by you in this Credit Application (i) is true, correct and complete and (ii) is provided for the purpose of obtaining business credit from one or both of 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, credit reports), and government identifiers. Any of your information supplied or obtained in connection with this Credit Application that relates to an identified or identifiable individual may sometimes be referred to herein as "Personal Information" (see Caterpillar's Global Data Privacy Statement at the link referenced below ("Privacy Statement") for a complete definition). 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 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 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 Credit Application, with Caterpillar, Dealers, and external service providers processing such information on our behalf. 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. Caterpillar's Privacy Statement describes how Caterpillar collects, processes, and shares Personal Information and rights that individuals might have under applicable data privacy laws. Caterpillar also publishes its Data Governance Statement covering other matters relating to equipment or data collected by Caterpillar, including geolocation and operational data relating to equipment or owners or operators of the equipment from which telematic data is received. By providing information, including Personal Information for this Credit Application, you agree: (1) that you have received and reviewed the Privacy Statement online at <https://www.caterpillar.com/dataprivacy> and the Data Governance Statement online at https://www.cat.com/data_governance_statement; (2) to the collection, use, disclosure, and sharing of Personal Information as set forth in the Privacy Statement; and (3) that you will provide any individuals access to or a copy of the Data Governance Statement and the Privacy Statement before providing such individuals' information to us or our affiliates. Customer (or individuals representing Customer) may also authorize and/or consent to the collection, use, disclosure, and sharing of information and/or Personal Information in other agreements or documents with us or our affiliates, or Caterpillar dealers, and nothing contained herein shall interfere with or affect such agreements or documents in any way. You further agree that telematic data can be accessed for the management of risk contemplated by this application, at the present time or in the future.

To update your Personal Information 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

Caterpillar Financial Commercial Account Corporation
 Attn: Customer Service:
 Mailing Address: 2120 West End Avenue, P.O. Box 340001, Nashville, TN 37203
 E-Mail: CatCard.CustomerService@cat.com
 Phone: (877) 373-9510

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 requested of any company on this joint application will be made by such company. We may, in our sole discretion, refuse to extend business credit, goods, or services to you.

Any references to a requested amount of credit in this Addendum 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 or CFCA 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 the applicable company denying the credit at the 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, (800) 651-0567
 Caterpillar Financial Commercial Account Corporation, Attn: Credit Manager, 2120 West End Avenue, Nashville, TN 37203, (877) 373-9510

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