

# **APPLICATION FOR CREDIT**

DATE:

GENERAL INFORMATION: Please print	it or type				
Applicant Name		Trade Nam	e (if different)		
Physical Address					
Billing Address		City	State		County
Business Phone #	Mobile #_	City	State Fax #		County
Contact Name	Title		E-mail		
Description of Business	Busine	ess Start Date		Time as Current (	Owner
Type of Business: □Corporation □ Lir	nited Liability Co □ General Part	nership □Limited Par	rtnership   Sole Prop	rietor □Governme	ent Entity □Other Has
the business or any principal ever dec	lared Bankruptcy? □Yes □No	Are there	any outstanding liens	or judgments? □ Y	'es □No
If yes, date filed		Federal IE	Number		
Do you require Purchase Orders on al	I Invoices? □Yes □No <i>If yes, goods</i>	or services will not be	e provided until a valid	l purchase order ni	umber is provided
Sales Tax Exempt? □Yes □No If yes pla provided. Deductions for tax will not b	e allowed without an acceptable	tax exemption certific	cate.		able tax certificate is
FINANCIAL AND REFERENCE INFORM	IATION: Additional financial inform	nation may be request	ed and required for ove		
References Primary Bank (Checking Account Specifi	Phone #	Contact Name		Account #	Average Balance
Triniary bank (enceking Account Specin					
Additional (Bank/Trade/Equipment Ren 1)	tal/Bonding)				
2)					
3)					
surance Company		ontact Name		Phone #	
OWNERSHIP INFORMATION: Provide a	copy of government issued ID for all (	owners completing this	section		
1. Name:				ership:Net Wo	orth:
Address:	City:		State:	Zip:	Annual Income:
. Name:	Date of Birth:	SSN:	% of Owne	rship:Net Wo	orth:
Address:	City:		State:	Zip:	Annual Income:
or more than two owners, complete addition	onal OWNERSHIP section and sign and	d submit with this applic	cation		
	SIGNATURE OF OWNER/PRII	NCIPAL OR AUTHOR	IZED OFFICER/PARTI	VER	
NOTICE: Applicant and each other person signelease of such information to any party who may which are hereby authorized to release, any creshare all such information with the other. Application may not be used to acquire equipment in this application.	y provide credit to applicant, whether herein edit/financial information concerning app ant acknowledges that any credit extended	n or pursuant to a subsequilicant or such other persoid isfor business purposes o	ent application or request, to n (including personal credi inly (includingsole propriet	o obtain from banks, cre t bureaus) as such part orships) and credit prov	edit bureaus and other creditors, all c ty may deem appropriate, and lo vided in connection with this credit
SIGN HERE			D-4	0.	
SIGN Printed Name:				_Title:	
uthorized Signature:			Date	e:	
Printed Name:				Title:	

NOTICE: If your application for business credit is denied, you have the right to a written statement of the specified reasons for the denial. To obtain the statement, please contact: HOLT CAT Financial Services Dept... 5665 S.E. Loop 410, San Antonio TX 78222 within 60 days from the date you are notified of our decision. We will send you a written statement of the reasons for the denialwithin30 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 (providing 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 t h is Lender is the FTC Regional Office for the region In which the Lender operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC20580.

# **OPEN-END ACCOUNT AGREEMENT**

Extension of Credit: Customer asks HOLT to extend open-end credit for Customer's account with HOLT for the purchase, lease or rental of goods and services offered by HOLT that Customer receives credit from. Customer will pay to HOLT at the following lock box address: P.O. Box 650345, Dallas, TX 75265-0345 (or such other address provided in writing to Customer by HOLT), all amounts of credit charged to Customer's account by Customer or any person acting or purporting to act on Customer's behalf: and all finance and other charges incurred. Holt is authorized to obtain, verity, and record any and all information required by the Patriot Act, or any similar financial disclosure laws or regulations.

Terms: Invoices charged to an approved open-end account are due and payable as follows or as otherwise provided in a particular invoice. 1) Parts and Service- thirty (30) days from invoice date. 2) Equipment Sales- in advance, prior to delivery of the equipment. 3) Rentals- due and payable upon receipt of invoice. Payment on all invoices must be in the form of cash, check, ACH or wire transfer, or such other method as HOLT, in its sole discretion, shall authorize.

Finance Charge: Invoices not paid on or before the due date will be assessed a finance charge of the lesser of (i) the maximum allowable rate, or (ii) 1.5% per month (18% per annum), on the unpaid invoice balance.

Change of Address and Billing Inquiries: Customer will give prompt written notice to HOLT at P.O. Box 207916, San Antonio, Texas 7 8 2 2 0 or such other address provided in writing to Customer by HOLT, of any billing inquiries or a change of Customer's address.

Default: If a Default occurs, HOLT may (i) decline to extend further credit hereunder (and Customer agrees not to make any further credit purchases, leases or rentals), (ii) declare all debts of Customer to HOLT arising hereunder or otherwise to be immediately due and payable without notice or demand of any kind, and (iii) exercise any other rights of HOLT, whether in law or in equity. "Default" means (a) failure of Customer to pay when due any indebtedness owed to HOLT, whether arising hereunder or otherwise, and whether now existing or hereafter arising, (b) failure of Customer to otherwise comply with any of the other terms of this Agreement, (c) death, bankruptcy or insolvency of Customer, or (d) HOLT in good faith believes that the prospect of payment or performance of Customer's obligations to HOLT is impaired. Customer shall be liable for: (I) all costs of complying with any subpoena or deposition request in connection with suits, demands, proceedings or actions relating to Customer; and (2) all collection costs actually incurred by HOLT. These costs include, without limitation, reasonable attorney's fees and related expenses, hourly rates of mechanics or other hourly personnel who have to provide testimony, attend machine inspections or locate information and materials, and discounts given or fees paid if Customer's account is sent to a collection agency.

Limitation of Warranties and Damages: EXCEPT FOR ANY EXPRESS, WRITTEN WARRANTY PROVIDED TO CUSTOMER AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF HOLT, HOLT MAKES NO WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, WITH REGARD TO GOODS SOLD, LEASED OR RENTED TO CUSTOMER BY HOLT, OR ANY SERVICES PROVIDED TO CUSTOMER BY HOLT, INCLUDING, WITHOUT LIMITATION, ANY WARR-\NTY OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, CAPACITY, PERFORMANCE, OR QUALITY OF MATERIALS OR WORKMANSHIP. IN NO EVENT SHALL HOLT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS.

Miscellaneous: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements between Customer and HOLT. As used herein, the singular number includes the plural. Customer may not assign this Agreement without the express written consent of HOLT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their heirs, personal representatives, successors and assigns. Time is of the essence of this Agreement. This Agreement may not be amended except by an instrument in writing executed by all parties hereto. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement shall not be strictly construed against any party hereto. Customer hereby grants to HOLT a security interest in all purchases.

**Usury:** HOLT and Customer intend that this Agreement and any credit extended shall be in strict compliance with the applicable usury laws. If at any time any interest (including amounts deemed by law to be interest) contracted for, charged or received would be usurious under applicable law, then regardless of the provisions of this Agreement or any action or event, it is agreed that all sums that otherwise would be usurious shall be credited by HOLT as a payment of principal, or if the debt has already been paid, immediately refunded to Customer. All compensation which constitutes interest under applicable law in connection with this Agreement shall be amortized, prorated, allocated and spread over the full term of the credit period, and over the full amount of the debt, to the greatest extent permissible without exceeding the maximum legal rate in effect from time to time during such period.

Governing Law; Exclusive Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Each party hereby irrevocably and unconditionally consents to submit, and waives any objection, to the exclusive jurisdiction of the courts of the State of Texas or the United States of America located in the City of San Antonio, Texas, for any actions, suits, arbitrations or proceedings arising out of or relating to this Agreement, any equipment or other goods purchased, leased or rented by Customer from HOLT, or any services provided by HOLT to Customer (and agrees not to commence any such actions, suits, arbitrations or proceedings except in such courts). Each party further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Without waiver of this exclusive venue, it shall not be deemed a breach of this provision if HOLT elects to institute an action, suit, arbitration, or proceeding in the City of Dallas, Texas, if Customer has its principal place of business in Dallas County, Texas, or any county contiguous with Dallas County, Texas.

Arbitration: Except as hereinafter provided, any controversy arising out of or relating to this Agreement, even if Customer's application for credit is declined, limited, or terminated, any equipment purchased, leased or rented by Customer from HOLT, or any services provided by HOLT to Customer, shall, at the option of either party, be settled by arbitration conducted in San Antonio, Bexar County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The expenses of the arbitrator(s) shall be borne (or reimbursed, as applicable) by the non-prevailing party.

Notwithstanding the foregoing, HOLT, without waiver of this arbitration agreement, may commence a suit or action against Customer seeking to recover past-due indebtedness owed to HOLT in connection with equipment or other goods sold, leased or rented to Customer or services provided to Customer without the case being submitted to arbitration, unless and until Customer or HOLT requests arbitration as provided herein. RIGHT TO A JURY TRIAL IS HEREBY WAIVED.

NOTICE: CUSTOMER AGREES TO BINDING ARBITRATION AND WAIVER OF JURY TRIAL OF DISPUTES AS PROVIDED ABOVE.

Signature	of Customer: SIGN HERE		
	Authorized Signature		_Date:
	Printed Name:	_Title:	
Signature o	of Authorized Holt Entities Representative:		
	Authorized Signature		Date:
	Printed Name:	_Title:	

### **CONTINUING GUARANTY OF PAYMENT**

WHEREAS, \_\_\_\_\_\_\_("COMPANY") may from time to time become indebted to HOLT TEXAS, LTD.

d/b/a HOLT CAT and/or its affiliates and subsidiaries ("HOLT"). As an inducement for Holt entering into business transactions with Company, the undersigned Guarantor ("GUARANTOR"), executes this Continuing Guaranty of Payment ("Guaranty") effective as of the date written below.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, GUARANTOR hereby unconditionally and absolutely guarantees to HOLT the prompt and full payment of the Guaranteed Indebtedness (as that term is defined below) when due or declared to be due and at all times thereafter, upon the following terms and conditions:

- 1. "GUARANTEED INDEBTEDNESS" shall mean all indebtedness and all sums of every kind and character, whether now existing or hereafter arising or owing by Company to HOLT, regardless of the type of instrument and without limit as to amount, together with interest thereon, any penalties, fees, and expenses (including, but not limited to attorneys' fees) as provided for under any instrument or document evidencing such indebtedness.
- 2. This is an absolute, continuing and unconditional guaranty of payment and not of collection, and GUARANTOR'S obligations hereunder are irrevocable. This Guaranty shall remain in full force and effect and shall not be extinguished in whole or part by a full or partial payment towards the Guaranteed Indebtedness, nor shall this personal Guaranty be extinguished or superseded by subsequent credit application(s) or open end account agreements(s) submitted to HOLT by either the Company or Guarantor. Liability of GUARANTOR shall continue until written notice of termination sent by certified mail is actually received by HOLT, and such notice shall be effective only as to the undersigned GUARANTOR, and only if the COMPANY'S obligations are paid in full. Such termination notice shall not be effective for obligations arising prior to the actual receipt of the notice by HOLT.
- 3. GUARANTOR agrees to immediately pay in full the Guaranteed Indebtedness to HOLT upon demand made by HOLT.
- 4. GUARANTOR hereby waives notices, whether to GUARANTOR or the COMPANY, of: 1) acceptance; 2) amounts of Guaranteed Indebtedness; 3) default; 4) demand for payment; 5) intent to accelerate; 6) acceleration; and, 7) the like. GUARANTOR also waives the taking of any action by HOLT against the COMPANY, or any other guarantor; pursuing any collection remedies against Company; commencing or exhausting any legal remedies against Company or other guarantors; or enforcing any rights against any collateral securing the Guaranteed Indebtedness, if any. GUARANTOR hereby waives any rights GUARANTOR has under, or any requirements imposed by, Chapter 34 of the Texas Business and Commerce Code, or by any similar statute or law.
- 5. Any dispute between the Company and HOLT has no effect on this Guaranty or the GUARANTOR'S obligations hereunder.
- 6. GUARANTOR agrees that HOLT may: (i) bring suit against GUARANTOR, (ii) compound or settle with any other guarantor or Company for such consideration that HOLT may deem proper, and (iii) release one or more guarantors or Company from liability. No such action impairs HOLT from collecting any part of Guaranteed Indebtedness from the GUARANTOR or any other guarantors.
- 7. This Guaranty is for the benefit of HOLT, its successors and assigns, and is binding on the GUARANTOR, its successors and assigns, including upon GUARANTOR's estate.
- 8. If GUARANTOR should fail to perform any provision of this Guaranty, GUARANTOR agrees to pay HOLT all costs and expenses (including court costs and reasonable attorneys' fees) incurred by HOLT in the enforcement of this Guaranty. No delay or failure on the part of HOLT in exercising any right hereunder shall operate as a waiver of such right by HOLT.
- 9. THIS WRITTEN AGREEMENT IS GOVERNED BY THE LAWS OF TEXAS AND REPRESENTS THE FINAL AGREEMENT BETWEEN HOLT AND GUARANTOR AND MAY NOT BE CONTRADICTED BY EVIDENCE OR PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN HOLT, GUARANTOR, AND/OR COMPANY. GUARANTOR FURTHER AGREES THAT VENUE IS PROPER IN BEXAR COUNTY, TEXAS. GUARANTOR FURTHER AGREES TO ARBITRATION OF ANY DISPUTES UNDER THIS GUARANTY IN BEXAR COUNTY, TEXAS THROUGH A PRIVATE ARBITRATOR APPOINTED BY THE COURTS OF BEXAR COUNTY.

Executed	d as of theday	of	, 20	_•
			Guarantor:	
				Printed Name
			SIGN HERE	
Attest:				
	Witness Name			Signature
	Witness Signature			Address
	SSN or DL Number			City, State, Zip



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

Caterpillar Financial Services Corporation illar Financial Commercial Account Corporation

### Check all that apply. I am financing:

☐ Equipment from a Cat Dealer

I have previously a	pplied with C	at Financial for:
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Equipment	Financing

1.1
<ul> <li>Commercial account to pay for parts, service,</li> </ul>
attachments or to rent equipment from a Cat Dealer

DMDLETE if you are financing DARTS SERVICE ATTACHMENTS or PENTING agricument from a Cot dealer with Cot Card					
	Nashville, Tennessee 37203	_	from a Cat dealer with Cat Card		N/A
	2120 West End Avenue, P.O. Box 340001		Parts, service, attachments or renting equipment	a	ttachments or to rent equipment from a Cat Deal
	eater piliar i maneiar commercial Account corporation	_	Equipment from an adetion	_	commercial account to pay for parts, service,

TING equipment fro	m a Cat dealer with (	Cat Card			
☐ \$25,000 or less	□ \$25,000-\$75,000	☐ \$75,000 or more (see FINANCIAL section below			
am.					
ment cycle, each transa	ction you make, plus receive	we a separate Invoice Bill that mirrors the dealer invoice for a monthly summary of all paid and open invoices. The full stedterms.			
	2) Na	me			
FINANCIAL: Attach the following if financing exceeds \$350,000 for equipment purchases					
	\$25,000 or less am. g that INVOICE Ement cycle, each transa atement payment of	am. g that INVOICE BILLING: Immediately receive each transaction you make, plus receive payment of the invoice is due on the sta			

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

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

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		
	corporation, limited liability company or limited liability partnership), an author ation. If you are a partnership or a sole proprietorship, each owner must sign be	
Authorized Signature		Date
Printed Name	Title	
Ownership (To be completed by every own	er identified in the OWNERSHIP Section of this Application; ID require	d)
1) Signature	Printed Name	Date
2) Signature		Date
TO BE COMPLETED BY A CATERPILLAR REP	PRESENTATIVE OR CAT DEALER	

	TO BE COMPLETED BY A (	CATERPILLAR REPRESENTATIVE OR CAT DEALER
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□ No

entity verified for all signatories listed above	Yes	
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