

CREDIT APPLICATION AND AGREEMENT

EXTENSION OF CREDIT

Credit Requested Amount (\$):	Primary Account Usage: <input type="radio"/> Machine Sales <input type="radio"/> Parts & Service <input type="radio"/> Rental <input type="radio"/> Power Systems <input type="radio"/> Truck Center	Would you also like to apply for a CAT Card? <input type="radio"/> Yes <input type="radio"/> No
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BUSINESS INFORMATION

Applicant/Company Name		Trade Name (If different)		Select One <input type="radio"/> New Customer <input type="radio"/> Existing Customer-Update	
PHYSICAL ADDRESS	Street		State		Zip Code
	City		State		Zip Code
BILLING ADDRESS	Street		State		Zip Code
	City		State		Zip Code
Business Phone (Office)		Cell Phone		Fax	
Primary Contact Name		Title		Phone	
Type of Business <input type="radio"/> Individual <input type="radio"/> Corporation <input type="radio"/> Gen.Partnership <input type="radio"/> Limited Partnership <input type="radio"/> L.L.C. <input type="radio"/> Other		Description of Business		Business Start Date	
Description of Business		Business Start Date		State of Organization	
Description of Business		Business Start Date		Federal ID No.	
Description of Business		Business Start Date		DUNs No.	
Has Business/Principal ever declared bankruptcy? <input type="radio"/> Yes <input type="radio"/> No If yes, provide date filed.		P.O. Required <input type="radio"/> Yes <input type="radio"/> No		Sales Tax Exempt (If yes, please provide copy of tax exemption certificate.) <input type="radio"/> Yes <input type="radio"/> No	
Insurance Reference		Contact Name		Telephone No.	
Are there any outstanding liens/judgements against the applicant? <input type="radio"/> Yes <input type="radio"/> No (If yes, provide details on a separate sheet)					

Billing/AP Contact Info	Name	Title	Phone	Billing Email:
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BANK / LENDING REFERENCES	Bank Name 1)	Contact Name	Phone	Email
	2)			

TRADE REFERENCES	Business 1)	City & State	Telephone No.	Contact Name
	2)			

PERSONAL INFORMATION ON OWNERS / PRINCIPALS	Name		Home Address		Birth Date	SS No.	% Ownership
	Title		City	State	Zip	Email	
	Name		Home Address		Birth Date	SS No.	% Ownership
	Title		City	State	Zip	Email	

The Terms and Conditions are on Page 2 of this Application. Please read them before signing & returning this Application. If returned by fax, and if we do not receive the original Application, the fax we receive will be the original of your Application. Only the Thompson Credit Manager may waive the original-documentation requirement

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 Thompson 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 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 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.

Please sign and execute the "Guaranty" section on Page 2, unless specifically waived by the Thompson Credit Manager.

Signature	Print Name	Title	Date
Signature	Print Name	Title	Date



AGREEMENT FOR EXTENSION OF CREDIT

By signing below, Customer agrees to all of the terms of this CREDIT APPLICATION AND AGREEMENT ("Application"), including the following:

- (1) Customer must pay Dealer pursuant to the terms shown on each invoice rendered to Customer for each purchase of goods or services, and as set forth in any documents pertaining to any extensions of credit to Customer, whether pursuant to this Application or otherwise.
- (2) Customer must pay FINANCE CHARGES at the highest legal rate per month on all outstanding amounts, and late charges and any other amounts described in documents pertaining to Customer accounts. The existence of the FINANCE CHARGE shall not affect Customer's obligation to pay all accounts in full and when due.
- (3) Customer must pay actual attorney's fees, costs and expenses incurred by Dealer in protecting and enforcing Dealer's rights, including the cost of investigators and collection agencies, if any part of any account is past due, whether or not court action is taken, or a judgment is rendered.
- (4) This Application, and all documents pertaining to this transaction, shall be construed, and enforced under the laws of the State of Mississippi for transactions occurring in Mississippi, or the State of Tennessee for all other transactions.
- (5) This Application is made under and will be governed by and construed in accordance with the laws of the State of Tennessee (except that body of law controlling conflicts of law). Customer hereby agrees that any legal action or proceeding arising out of any transaction with Thompson Machinery, this Agreement, credit extended or other services provided by Thompson Machinery, shall be brought in a court of competent jurisdiction in either Shelby County or Davidson County, Tennessee, which courts shall have exclusive jurisdiction to determine any dispute or determine any right, obligation, or duty of any party arising out of any transaction with Thompson Machinery, this Agreement, credit extended or other services provided by Thompson Machinery.
- (6) Customer must pay Dealer a \$25.00 service charge on each dishonored check, in addition to any other fees and charges.
- (7) Customer must provide complete Preliminary Notice information when requested by Dealer and Dealer may file a Preliminary Notice.
- (8) Dealer's acceptance of this credit Application constitutes acceptance by the Customer of the terms and conditions of this Application and all other terms and conditions set forth in any document pertaining to this Application and Customer grants Dealer a security interest in all equipment purchased from Dealer or financed by Dealer.
- (9) All transactions made pursuant hereto shall be governed by the foregoing terms and conditions as well as any terms or conditions on Dealer's quotation, agreements, rental agreements, invoices and all other documents pertaining to this transaction.
- (10) Customer hereby waives any right it may have to a trial by jury on any claim or cause of action arising out of, or in any way related to this Agreement, any credit extended, transaction or other services provided by Thompson Machinery, whether sounding in contract, tort or otherwise. Any litigation or legal proceeding filed in any of the courts referenced in paragraph (5) of this Agreement shall instead be tried by a judge sitting without a jury.
- (11) Any and all written notices required to be provided by Customer pursuant to this Application, or any documents pertaining to the transaction contemplated hereby, or any requirement of law, must be sent to the "Correspondence Mailing Address" listed at the top of this Application, 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 Application.** Dealer hereby designates the Correspondence Mailing Address listed at the bottom of this Application as the address for delivery of all correspondence to Dealer.
- (12) Dealer may accept and rely upon a facsimile copy, photocopy or other electronic image of this Application and the foregoing Continuing Personal Guaranty, in lieu of an original document and Customer will be bound hereunder.
- (13) By transmitting a facsimile copy, electronic copy or photocopy of this Application to Dealer, Customer and all Guarantors agree to be bound by the terms and conditions contained in this entire Credit Application and Agreement and all related documents to the same extent as if an original were transmitted to Dealer. Customer and all Guarantors consent to Dealer's use of a copy of this Application and all other related documents and waive any right to object to the use of a copy in place of an original, and further waive any right to require Dealer to produce an original document at any time.
- (14) This Application cannot be altered, amended, revised or otherwise modified except by written agreement signed by Customer and an officer or the Corporate Credit Department of Dealer.
- (15) This Application, and any other document in connection with this transaction, shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, representatives, assigns, agents, employees, officers, directors, and insiders.
- (16) Customer must cooperate in the execution and delivery of any and all documents required in connection with the transactions hereunder.

RELEASE OF INFORMATION

The information on this Credit Application and Agreement is furnished for the purpose of obtaining commercial credit. Customer hereby authorizes Dealer to verify information from whatever source it deems appropriate in order to determine Customer's creditworthiness and financial responsibility. Customer and each person signing below on any Continuing Personal Guaranty warrant that the information provided herein or in any other document in connection with this Application is true and correct and authorizes the release of such information to Dealer and/or any entity which may provide credit to Customer. Customer further authorizes Dealer to obtain information pertaining to the creditworthiness of Customer and any person signing below, and any Guarantor as Dealer may deem appropriate, from, including but not limited to, banks, credit bureaus, credit reporting agencies, and other creditors of Customer.

CONTINUING PERSONAL GUARANTY

In consideration of the extension of credit to Customer by Dealer or Lender, and as an inducement to Dealer and Lender 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 or Lender 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 non-signing spouse to act in a representative capacity and execute this Guaranty on behalf of the non-signing spouse, for the purposes described herein, so as to bind their marital community property.

Dealer or Lender 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 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 Thompson Machinery Commerce Corporation and its affiliates and subsidiaries.

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

Authorization of Owner/Principals/Guarantors: *(Attach additional sheet(s), if necessary)*

Print Name	Print Name
Title	Title
Signature	Signature



**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/data/privacy> 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 anyway. 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 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