

CREDIT APPLICATION

Foley Equipment Company • Foley Rental • Foley Engine Systems • Foley Rebuild Center

Wichita • Chanute • Colby • Concordia • Dodge City • Great Bend • Liberal • Manhattan • Park City • Salina • Topeka

MAIL TO: Foley Industries, 1550 S. West St., Wichita, Kansas 67213

PHONE: 316-943-4211 Ext. 1865 FAX: 316-529-5841

APPLICANT NAME TRADE NAME (if different) ADDRESS to which invoices should be sent: ADDRESS to which statements should be sent: Street Address PO Box City County St Zip + 4 Ph # Fax # Mobile # E-Mail Address Your Accounts Payable Contact Federal ID # Are there any outstanding liens or judgements? [ ] YES [ ] NO Date Business Established Time as Current Owner # Employees Type of business: [ ] Sole Proprietorship [ ] Corporation [ ] General Partnership [ ] L.L.C. [ ] Other Has the business or any principal ever declared bankruptcy? [ ] YES [ ] NO If yes, date filed

PERSONAL INFORMATION ON OWNER/PRINCIPAL/GUARANTORS; attach additional sheets, if necessary Name / Title Birthdate SS# Home Address Phone # % Ownership Net Worth \$ Annual Income \$ Monthly Housing Payment \$ Name / Title Birthdate SS# Home Address Phone # % Ownership Net Worth \$ Annual Income \$ Monthly Housing Payment \$

TRADE REFERENCES : (Open accounts only) MINIMUM OF 3 NAME ADDRESS CITY/STATE/ZIP+4 PHONE 1) 2) BANK: NAME ADDRESS CITY/STATE/ZIP+4 PHONE 1) Type of Account Account # Officer Balance INSURANCE COMPANY: AGENT Address City/State/Zip+4 Ph # BONDING COMPANY: AGENT Address City/State/Zip+4 Ph #

CREDIT LIMIT REQUESTED \$ (If \$50,000 or over, current financial statement must be attached)

NOTICE: In compliance with applicable state and federal laws, upon adverse action, applicant may request, in writing, reasons for such actions. Write to: Credit Manager, 1550 South West Street, Wichita, Ks. 67213 within 60 days from the date you are notified of our decision. We will send a written statement of the reasons for the denial within 30 days of receiving your request. NOTICE: 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 a binding contract), because all or part of the applicant's income derives from any form of 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 is the FTC Regional Office, for the region in which lender operates, or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

TERMS AND CONDITIONS OF CREDIT / THIS APPLICATION MUST BE SIGNED Applicant hereby makes application to each of the Foley Companies above (hereafter lenders) for credit. If credit is granted, applicant agrees to pay all bills in accordance with the stated terms of sale. Applicant recognizes that these terms will vary depending upon the type of purchases applicant has with lenders. If the purchase is: (a) for parts or service on an open account, payments will be due on or before the tenth of the month following the date of purchase; (b) for a rental on an open account payment is due on or before the tenth of the month following the date of invoice. Invoices will be submitted either on the day of the equipment's proper return or on the twenty-eighth (28) day after delivery of the equipment, whichever occurs first, and then each month thereafter. (c) for an equipment sale on an open account, net cash payment is due upon delivery of the invoice and/ or machine; (d) for a contract account, net cash payment is due on the maturity date of each contract payment as called for in the applicable contract. No matter what type of purchase, applicant agrees that if a payment is not made on time, applicant will be required to pay a FINANCE CHARGE to lenders. Applicant also agrees to pay a service charge of \$30.00 for any check returned from lenders financial institution unpaid for any reason. GENERAL: Any account not paid in accordance with the terms of this application will be past due and a finance charge will be assessed at the lesser of a rate of 1.5% per month or the maximum allowed by law. Delinquent invoices may place this account on a credit hold or a "cash" basis. Applicant understands and agrees that applicant shall be liable for any and all collection expenses and attorney's fees. Applicant and each other person signing below authorizes lenders to release such information to Caterpillar equipment dealers and to any party which may provide credit facilities to applicant hereunder, whether herein or pursuant to subsequent application or request to obtain from banks, credit bureaus and other creditors, all of which being hereby authorized to release, any credit/financial information concerning applicant or such other person (including personal credit bureaus) as such party may deem appropriate and to share all such information with the other. Applicant understands that they must notify in writing and by certified mail any change in the ownership, the name or the business structure under which credit is established. Applicant and each other person signing below certifies that the information in this application is true, accurate and complete. Applicant understands that this application for credit is not a guarantee of credit and that credit may be withdrawn by lenders at any time without liability to lenders. Applicant also understands the terms and conditions set forth in this application. BY TITLE DATE BY TITLE DATE Authorized Signature



DEALER CREDIT APPLICATION ADDENDUM

Caterpillar Financial Services Corporation
FCC Equipment Financing
Caterpillar AccessAccount Corporation

Application for credit with: (Please check appropriate box or boxes)

- Caterpillar Financial Services Corporation including its division FCC Equipment Financing
Caterpillar AccessAccount Corporation

The Applicant identified below hereby agrees that the completed credit application it most recently delivered to Foley Equipment Company ("Dealer") is hereby incorporated herein and all the information set forth therein and all the agreements made by Applicant therein are deemed to have been provided to or made with Caterpillar AccessAccount Corporation ("CAAC") and Caterpillar Financial Services Corporation ("CFSC").

Type of Credit Requested: Machine Purchase Equipment Lease Equipment Rental Parts & Service

TO BE COMPLETED BY CAT ACCESSACCOUNT APPLICANTS ONLY
CAT ACCESSACCOUNT APPLICANTS MUST PROVIDE THE NAME OF AT LEAST ONE BUT NO MORE THAN THREE INDIVIDUALS THAT ARE FULLY AUTHORIZED TO USE THE ACCOUNT ON BEHALF OF THE APPLICANT AND SPECIFY THE AMOUNT OF CREDIT BEING REQUESTED
\*NAME: \*NAME: \*NAME:
REQUESTED CREDIT LIMIT: \$

IF APPLICANT WANTS TO USE ELECTRONIC SIGNATURES (INSTEAD OF MANUAL SIGNATURES ON PAPER DOCUMENTS), PLEASE PROVIDE THE NAME AND E-MAIL ADDRESS OF THE INDIVIDUAL THAT WILL EXECUTE (SIGN) ANY FINANCING DOCUMENTS IF THIS APPLICATION FOR CREDIT IS APPROVED.
\*NAME: \*E-MAIL:

By applying for credit with a Cat Financial Company, Applicant agrees that such Cat Financial Company may investigate or rely on the financial information of Applicant's principal(s), owner(s) or partner(s) or officer(s) (each a "Signatory") in making its credit determination.

Privacy Notice: By providing information to the Cat Financial Companies, the Applicant and each Signatory is agreeing that the information may be shared among the Caterpillar Companies and their partners and sellers of Caterpillar Inc. products (each a "Caterpillar Dealer"), including but not limited, for the purpose of improving or marketing Caterpillar products and services.

Applicant understands and agrees that the credit granted by any of the Cat Financial Companies to Applicant shall be governed by the provisions and conditions set forth in the applicable agreements between Applicant and the applicable Cat Financial Company, including but not limited to, CAAC's Customer Agreement and CFSC's financing documents.

Applicant and each Signatory further agrees that the Cat Financial Companies may obtain from each other and the other Caterpillar Companies, Caterpillar Dealer, banks, consumer reporting agencies, financial institutions, merchants, customers or any other person or entity any personal or business information the Cat Financial Companies may deem appropriate related to such Applicant and each Signatory.

This application for credit from any of the Cat Financial Companies is distinct and separate from the application for credit made to any Dealer or any other third party. Applicant further understands that any decision to extend or deny credit hereunder shall be made solely by the applicable Cat Financial Company.

Applicant and each Signatory acknowledges that this credit application is for business customers only (including sole proprietorships) and any credit provided by the Cat Financial Companies in connection herewith is not to be used for the purchase of equipment or services for personal, household or family purposes.

Applicant and each Signatory agrees to and expressly acknowledges that Applicant and each Signatory has read and fully understands the terms and conditions contained in this credit application.

Applicant:

Print: Applicant Name (Name of Individual or Legal Entity Applying for Credit) Date:

Signature: Printed Name of Authorized Party: Title:
Authorized Party Signing Application

E-Mail: Applicant & Signatory Identity Verified

Signatories: (To be completed by any owner(s), principal(s), partner(s) or officer(s) of Applicant)

Signature: Printed Name of Signatory: E-Mail:
Signature: Printed Name of Signatory: E-Mail:
Signature: Printed Name of Signatory: E-Mail:

NOTICE: If your application for business credit is denied, you have a right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the applicable Cat Financial Company to whom you applied for credit at the address below within 60 days from the date you are notified of the decision.

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