

Cherokee Truck Equipment Division
3510 Cummings Road
Chattanooga, TN 37419
mlu-credit@mlutilities.com
(800) 365-7189



Utility Equipment Services Division
4584 Tom Lunn Road
Spring Hill, TN 37174
mlu-credit@mlutilities.com
(931) 489-0900

CREDIT APPLICATION AND AGREEMENT

BUSINESS INFORMATION:

CREDIT LINE AMOUNT REQUESTED: \$ _____
APPLICANT COMPANY NAME: _____ DBA: _____
YEAR STARTED: _____ YEAR INCORPORATED: _____ FEDERAL ID#: _____
TYPE OF BUSINESS: *SOLE PROPRIETOR PARTNERSHIP LP LLC C-CORP S-CORP*
CORPORATE ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____ PHONE: (____) _____
INDUSTRY SEGMENT DESCRIPTION: _____ IF OTHER: _____
D-U-N-S NUMBER: _____

CONTACT INFORMATION:

CEO/PRESIDENT FULL NAME: _____
EMAIL: _____ PHONE: (____) _____
SENIOR FINANCIAL OFFICER FULL NAME: _____
EMAIL: _____ PHONE: (____) _____
ACCOUNTS PAYABLE CONTACT: _____
EMAIL: _____ PHONE: (____) _____
BILLING ADDRESS, IF DIFFERENT FROM ABOVE: _____
EMAIL ADDRESS FOR INVOICES: _____

BANK REFERENCES:

BANK NAME: _____ BANK CONTACT NAME: _____ BANK PHONE #: _____
NAME ON ACCOUNT: _____ ACCOUNT #: _____

TRADE REFERENCES:

1) COMPANY NAME: _____ EMAIL: _____ PHONE: (____) _____
2) COMPANY NAME: _____ EMAIL: _____ PHONE: (____) _____
3) COMPANY NAME: _____ EMAIL: _____ PHONE: (____) _____

INSURANCE INFORMATION:

IF RENTING EQUIPMENT, A CERTIFICATE OF LIABILITY INSURANCE INCLUDING COMPREHENSIVE AND COLLISION INSURANCE IS REQUIRED.
PLEASE EMAIL mlu-credit@mlutilities.com AND REQUEST A COPY OF OUR "CUSTOMER & CONTRACTOR INSURANCE REQUIREMENTS".

OTHER:

DO YOU REQUIRE USE OF PURCHASE ORDERS: YES NO
IF A RESELLER, RESALE LICENSE #: _____
ATTACH SALES TAX EXEMPTION CERTIFICATE, IF APPLICABLE.

M-L UTILITIES SALES OR PARTS/SERVICE REPRESENTATIVE: _____



CREDIT APPLICATION AND AGREEMENT, CONT,

The undersigned certifies that the above information given for credit purposes is true and correct and authorizes M-L Utilities (the "Company," "us," or "our") or our assigns and any credit bureau or other investigative agency to investigate the references, statements or other data listed or accompanying this application from the date of this application until any unpaid sums owed the lender are paid in full. The undersigned authorizes all parties to release credit and financial information requested as part of said investigation. The undersigned agrees to our payment terms which are: NET 30 DAYS FROM INVOICE DATE UNLESS OTHERWISE NOTED. In consideration for the extension of credit, Creditor hereby grants the Company a security interest in, and assigns to the Company, the Collateral described on any equipment sale invoices not paid in full within 20 days from delivery to secure payment and performance of all debts, liabilities and obligations of Creditor of any kind whenever and however incurred to the Company. To secure payment and performance of all obligations Creditor hereby grants to Company a continuing purchase money security interest in all of Company's presently owned or hereafter acquired (a) goods described on invoices purchased from Company, (b) instruments, (c) promissory notes, (d) Chattel paper including electronic chattel paper and tangible chattel paper, (e) documents (f) books and records, (g) accounts, and (h) accounts receivable, together with all proceeds and all support obligations thereof. Creditor's purchase money security interest is explicitly limited to outstanding obligations between the Company and Creditor. Interest of the lesser of two percent (2%) per month or the legally allowed limit which will be applied to the unpaid balance from the billing due date including post-judgment, together with all costs, expert witness fees, and reasonable attorneys' fees and any other costs or expenses of collection, incurred in collecting these amounts. This authorization cannot be revoked if any moneys are owed to us. We also agree that this credit application and agreement shall be enforced and construed pursuant to the laws of the state of Company's choosing. Any claims that arise out of the manufacture, sale, use, operation, maintenance, or repair of any parts or equipment sold under this agreement, or out of any services provided under this agreement, shall be brought in state, city and court of Company's choosing. **MUST BE SIGNED BY AN AUTHORIZED OWNER, MANAGING MEMBER, OR OFFICER OF THE COMPANY.**

SIGNATURE: _____ SIGNATURE: _____
PRINTED NAME: _____ PRINTED NAME: _____
TITLE: _____ TITLE: _____
DATE: _____ DATE: _____

PERSONAL GUARANTY

In consideration for M-L Utilities companies ("Creditor") extending credit to _____ ("Company") on or after this date, the undersigned guarantor (s) ("Guarantors"), jointly and severally, hereby personally guarantee unconditionally the prompt payment of any sums or obligations which are now or shall hereafter become due and owing by the Company to Creditor. It is understood and agreed that credit, if extended, is to be on a continuing basis, and Creditor shall not be obligated to notify the Guarantors of the dates or amounts of any such credit, that the Guarantors waive demand and notice of default and agree that any extension of time or other forbearance which may be granted by Creditor shall not affect or alter Creditor's right under this guaranty.

The Guarantors for themselves and the above-named Company further agree to pay a service charge equal to the lesser of two percent (2%) per month or the legally allowed limit on all past-due, including post-judgment, balance as well as all costs and expenses Creditor may incur in connection with the collection of any past due balance or any other default by the Company on any agreement or transaction the Company may enter into with Creditor including, without limitation, reasonable attorney's fees, expert witness fees, and all other costs of collection. The Guarantors for themselves and the Company understand and agree that in signing this guaranty, they are submitting themselves to the jurisdiction of Company's choice of state or city and its courts and, in the event that litigation arises between the Creditor and the Company and/or any of the Guarantors and at the sole option of the Creditor, jurisdiction will be appropriate in the state of Company's choosing and venue proper in the county of Company's choosing.

I/We authorize M-L Utilities to make whatever credit inquires it deems necessary in connection with this credit application or ongoing credit reviews. I/We authorize and instruct any person, trade reference, bank, and consumer reporting agency to compile and furnish to M-L Utilities any information that it may have or obtain in response to such credit inquires, and agree that such information, along with the application shall remain confidential and ML Distribution Group's property whether or not the credit application is approved. This obligation of the Guarantors shall remain effective and be enforceable regardless of any subsequent incorporation, reorganization, merger, or consolidation of the Company or any other change in the composition, nature, personnel or location of the Company. This guaranty shall insure to the benefit of Creditor, its successors and assigns and shall bind the heirs, executors, personal representative, administrators and other successors of the Guarantors.

Signature of Personal Guarantor (no titles)

Signature of Personal Guarantor (no titles)

Name of Guarantor (please print)

Name of Guarantor (please print)

Residential Address

Residential Address

Date

Date

SSN

SSN