

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 from the receipt of written notice of revocation sent by the undersigned by registered mail to the Creditor. 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.

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. Should suit be instituted for any indebtedness due and owing to Ring Power Corporation the undersigned consents to venue being in Duval or St. Johns 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 if 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
Energy Rental Solutions
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:
