



Berry Companies, Inc. Divisions:

(Corporate Office)

3223 North Hydraulic

Box 829 / Wichita, KS 67201

Berry Tractor & Equipment Co. -- (KS) Wichita, Garden City, Topeka / (MO) Springfield

White Star -- (KS) Wichita, Garden City, Topeka, Manhattan / (OK) Tulsa

Bobcat of the Rockies - (CO) Commerce City, Grand Junction, Golden, Parker, Greeley, Montrose

Bobcat of Houston – (TX) Houston // **KC Bobcat** – Kansas City (& surrounding area)

Berry Material Handling – (KS) Wichita, Garden City, Topeka

APPLICATION FOR COMMERCIAL ACCOUNT

RETURN TO FAX #: _____

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discrimination 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 programs or because the applicant has in good faith exercised any right under the consumer Credit Protection Act. The federal agency that administers compliance with the law concerning the creditor is The Federal Trade Commission, 1405 Curtis St., Suite 2900, Denver, CO. 80202.

APPLYING FOR CREDIT WITH: Berry Tractor & Equipment Co / White Star Machinery & Supply Co / Berry Material Handling
(Indicate Company(ies)) Bobcat of the Rockies / Bobcat of Houston / KC Bobcat

BUSINESS NAME (full legal name): _____

Proprietorship Partnership Corporation LLC or LLP Municipality Gov't Agency S-Corporation

PHYSICAL ADDRESS: _____
Street and/or PO Box # City County State Zip Code+4

BILLING ADDRESS _____
(if different from above): *Street and/or PO Box # City County State Zip Code+4*

PHONE #: _____ **FAX#:** _____ **Cell #:** _____

E-MAIL: _____ **FED ID #:** _____ **State of Organization:** _____

In Business Since: _____ **Date Incorporated:** _____ **Nature of Business:** _____

Accounts Payable Contact: _____ **Phone No.** _____

Do you want stmt **and/or** invoices sent via e-mail? **E-address:** _____

Require a month-end stmt? YES NO Are you tax exempt? (attach certificate) YES NO

Require purchase order? YES NO Ever Taken Bankruptcy? YES NO

Have you been in business before? YES NO If yes, under what name: _____

Individual / partnership or LLC (list partners &/or members) (list additional members/partners on separate sheet)

* Name & Title: _____ Social Sec#: _____

Home Address: _____ City: _____ State: _____ Z.C.: _____

Phone #: _____ Spouses Name: _____ Social Sec #: _____

* Name & Title: _____ Social Sec #: _____

Home Address: _____ City: _____ State: _____ Z.C.: _____

Phone #: _____ Spouses Name: _____ Social Sec#: _____

INSURANCE COMPANY

(if you will be renting or leasing equipment a certificate for physical damage coverage must be sent to our office)

Name: _____ **Agent:** _____

Address _____
Street/PO Box City State Zip Code

PH#: _____ **Fax#:** _____ **Policy #:** _____

BANK REFERENCE

Name: _____ Contact: _____ Loans: yes no
Address: _____ City: _____ State: _____ Z.C. _____
PH#: _____ FAX#: _____ C/A#: _____

TRADE REFERENCES

1) Name & Address: _____
Account #: _____ PH#: _____ FAX#: _____

2) Name & Address: _____
Account #: _____ PH#: _____ FAX#: _____

3) Name & Address: _____
Account #: _____ PH#: _____ FAX#: _____

The undersigned authorizes Berry Companies, Inc. and/or its subsidiaries, affiliates and divisions (the "Company") or its designee, assignee or potential assignee, to run a full investigation of your credit history including, but not limited to, obtaining a consumer credit report. The undersigned also authorizes the above named bank(s), financial institution(s) or trade reference(s) to release such information as is necessary to establish credit with the Company or their designee, assignee or potential assignee. Such authorization shall extend to obtaining a credit profile in considering this application and subsequently for the purposes of update, renewal, or extension of such credit or additional credit and for reviewing or collecting the resulting account. Applicant hereby authorizes the Company to execute and file on behalf of the applicant any such UCC financing and continuation statements as the Company deems necessary to perfect its and/or its Assignee's security interest in any purchase(s) made to the applicants account. Customer will promptly advise Creditor of any change of Customer's name or business nature, location, and business openings and closings. Customer expressly agrees to make payment in full to the Company for the purchases in accordance with the Company's invoice(s). Should Customer default in any such payment Customer expressly agrees to pay a late charge on any amounts in default at the maximum rate permitted by law, and, at the company's option, all amounts owed you by Customer shall become immediately due and payable. Customer agrees to pay actual attorney's fees and costs as well as the cost of investigation and collection agencies, if any part of this account is past due, whether or not court action is taken or a judgment rendered. This agreement shall be construed under the laws of the State(s) in which the distributor is licensed to conduct business, and if legal action is brought to enforce this Agreement, that State shall be the exclusive jurisdiction and legal venue for said action. The following constitute Customer defaults: Non-payment in timely fashion of Customer's indebtedness to Creditor, bankruptcy, insolvency, or assignment for the benefit of creditors; misrepresentation in respect of any provision of this or any Agreement between Creditor and Customer. Liability hereunder shall be joint and several. **DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ IT IN ITS ENTIRETY. A PHOTOSTAT OR FACSIMILE COPY OF THIS AUTHORIZATION SHALL BE VALID AS THE ORIGINAL.** I/We affirm my/our identity as the respective individuals identified in the above application and certify that all the statements contained herein are true and correct as of the date indicated.

SIGNATURE: _____ TITLE _____ DATE: _____
(owner/principle/officer or partner)

SIGNATURE: _____ TITLE _____ DATE: _____
(owner/principle/officer or partner)

PERSONAL GUARANTY

In consideration of Berry Tractor & Equipment Co, div. of Berry Co., Inc., (seller) extending credit to the undersigned hereby guarantees, joint and severally, payment to Seller of any indebtedness (including all finance charges as specified, expenses of collection, with or without suit, including all reasonable costs of collection, including but not limited to court costs, attorney fees and collection agency fees to the extent allowed under applicable state law(s)) of the Buyer to the Seller, from this date forward. This guaranty shall remain in full force and effect until terminated in writing by the undersigned. The undersigned understands and agrees that if this guaranty should terminate, the undersigned will still be liable for any indebtedness of the Buyer to the Seller, incurred prior to termination.

Guarantor waives any right to receive disclosures of the debtor's financial condition and risk. Further, guarantor assumes all responsibility for staying advised as to the principal debtor's financial condition. The Creditor retains the right to modify, change, or extend credit terms or conditions without specific notification of the guarantor and without receiving the guarantor's consent.

The undersigned agrees to Berry Tractor and Equipment Co, div of Berry Co., Inc., conducting the customary credit investigation, and by placing their signature upon this guaranty it will serve as written authorization for release of any personal credit experience and banking information requested and necessary to conduct a thorough credit evaluation.

By: _____ Signature (individual) _____ Signature (individual) _____
Printed Name: _____ Printed Name: _____
Address: _____ Address: _____