



Berry Companies, Inc.

(Corporate Office)
3223 North Hydraulic
Box 829 / Wichita, KS 67201

Berry Tractor & Equipment Co. - (KS) Wichita, Garden City, Topeka / (MO) Springfield
White Star Machinery & Supply - (KS) Wichita, Garden City, Topeka, Manhattan / (OK) Tulsa
Bobcat of the Rockies LLC - (CO) Commerce City, Grand Junction, Golden, Colorado Springs,
Parker, Pueblo West, Windsor / (WY) Cheyenne
Bobcat of Houston - (TX) Conroe, Jersey Village, Pearland, Brazos Valley
KC Bobcat - (KS) Olathe / (MO) Blue Springs, Tracy, Springfield
Bobcat of Dallas - (TX) Longview, Ft Worth, Lewisville, McKinney, Cedar Hill
Berry Material Handling - (KS) Wichita, Garden City, Topeka, Salina

RETURN TO FAX #: 316-943-3903 OR talbers@berrytractor.com

APPLICATION FOR COMMERCIAL ACCOUNT

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 LLC / Bobcat of Houston / Bobcat of Dallas / KC Bobcat

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

SECTION 1: BUSINESS NAME (full legal name): _____

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

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

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

E-MAIL: _____ FED ID #: _____ State of Organization: _____ Date Incorpor: _____

In Business Since: _____ Nature of Business: _____ Credit Amount Requested: _____

SECTION 2 Individual / partnership or LLC (list partners &/or members) (list additional members/partners on separate sheet)

* Name & Title: _____ DOB: _____ Social Sec#: _____

Home Address: _____ City: _____ State: _____ Zip: _____

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

* Name & Title: _____ DOB: _____ Social Sec #: _____

Home Address: _____ City: _____ State: _____ Zip: _____

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

SECTION 3: 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: _____

Are you a Customer of another division of Berry Companies, Inc? If Yes, please indicate division: _____

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 of the location of the Company, and if legal action is brought to enforce this Agreement, the court(s) in the judicial district in which the Company is located shall have 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 trade terms being extended by the Company, I/we certify the truthfulness of the statement appearing above, and I/we guarantee and bind ourselves to the payment of all amounts purchased or now owing. If trade terms are extended to a corporation in which we, or either of us, or I am an officer, or in which an interest exists, I/We will personally guarantee the payment of all charges extended to said corporation. This guarantee may only be revoked by written notice to the Company served via certified or registered mail, and any such revocation shall become effective 30 days after receipt of said written revocation. Any revocation does not revoke the obligation of the guarantor(s) to provide for prompt payment of indebtedness incurred prior to the effective date of the revocation, including the principal amount, interest, costs, and such reasonable attorneys fees shall be incurred pursuant to this guarantee and under any contract evidencing the indebtedness guaranteed herein.

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: _____ Date _____ Signature (individual) _____ Date _____
 Printed Name: _____ Printed Name: _____

(MUST COMPLETE SECTION 2 ON PAGE 1