



Established 1930

BARRY COMPANY, INC.

WHOLESALE DISTRIBUTORS
PIPE • VALVES • FITTINGS • PLUMBING • HEATING

1145 East Maryland Street
Indianapolis, Indiana 46202
317 637-5327
Fax 317 637-8525

13317 Britton Park Drive
Fishers, Indiana 46038
317 578-2486
Fax 317 578-2551

2037 Yost Avenue
Bloomington, Indiana 47403
812 333-1850
Fax 812 333-1855

SELLER'S NAME _____

Line of Credit Desired \$ _____

BUYER'S NAME _____

Line of Credit Approved \$ _____

ADDITIONAL TRADE NAME _____

Business Phone () _____

ADDRESS _____

Taxable ()

BILLING ADDRESS _____

Tax Exempt ()

If tax exempt, please attach tax exempt certificate.

TYPE OF BUSINESS _____

Corporation () Partnership ()
Proprietorship () Limited Partnership ()

Mo/Yr Business Established _____

If incorporated, State in which incorporated _____ Year _____

Names of Owners, Partners, or Officers

| Name | Title | Residence Address | Home Phone |
|-------|-------|-------------------|------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Name and location of any other businesses owned:

BANKING INFORMATION

Name of Bank _____ Branch _____

Address _____ Phone () _____

Checking () Account # _____ Name of Bank Representative _____

Savings () Account # _____

Loan () Account # _____ How is loan secured? _____

Monthly payments \$ _____ Balance _____

PRINCIPAL SUPPLIERS:

| | Name | Address | Fax Number | Balance Owed |
|----|-------|---------|------------|--------------|
| 1. | _____ | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ | _____ |

Have you given any of the above a personal guaranty? If so, to whom? _____

(continued)

If Branch or Division, location of Home Office _____

Are purchase orders required? Yes () No ()

Building: () Leasing () Buying

Monthly Amt. \$ _____

Name of Landlord/Mortgagee

Is the buyer currently or has the buyer filed a Voluntary or had an Involuntary Insolvency Proceeding filed against it within the last 14 years? Are you currently a party to any lawsuit, or are there any outstanding judgments against the buyer? If the answer is yes to either, please explain on separate sheet.

TERMS AND CONDITIONS:

It is agreed that the buyer will pay all invoices in accordance with stated terms and interest will be assessed on delinquent invoices at the rate of _____% per month (_____ % per annum) together with any court costs, attorney's fees of not less than 25% of the unpaid amount of principal and interest, all other costs of collection which the seller may incur in enforcing the terms of this agreement, all without relief from valuation and appraisal laws. If legal action becomes necessary by either seller or buyer, it is also agreed that this or any contemporaneous or subsequent agreement will be governed as to validity, interpretation, construction, effect and all other respects by the laws of the State of Indiana.

The buyer further grants to the seller a security interest in buyer's equipment, contract rights, inventories, receivables and proceeds of sales as collateral to secure the buyer's performance of all obligations. The buyer further authorizes the seller to file a financing statement without buyer's signature.

Seller's Signature

Date

Buyer's Signature

Date

Title (Officer or Authorized Designee)

Title (Officer or Authorized Designee)

Unconditional Guaranty:

For value received and in consideration of credit given or to be given, or of advancements made or to be made, or of any other financial accommodation afforded or to be afforded to or to do business with _____ ("Debtor") by _____ ("Creditor") and to induce Creditor so to do and in consideration thereof and of benefits to accrue to each of the undersigned therefrom, the undersigned, jointly and severally, unconditionally guarantees to Creditor the full and prompt payment, when due, whether by acceleration or otherwise, of all present and future indebtedness, obligations and liabilities of the Debtor to Creditor, whether direct or indirect, joint or several, absolute or contingent, including all costs of collection, interest, and attorney's fees ("Obligations"). The undersigned waives acceptance of this Guaranty and further waives all notices and demands of any kind, including, but not limited to, all demands of payments and notices of nonpayment, presentment, protest and dishonor of any of the Obligations by the Debtor, notices of any extensions of credit, acceleration, modifications, immaterial alterations, material alterations, amendments or changes of terms of any agreements concerning the Obligations, including, but not limited to, any extensions or renewals of the Obligations or change of the rate of interest therefrom and notices, the acceptance of any partial payments or the release or transfer of any collateral for the payment of the Obligation. Furthermore, Creditor may, at any time and from time to time, without our consent, without notice to the undersigned and without affecting or impairing the obligation of the undersigned to Creditor, do any of the following: (a) renew or extend any Obligations (whether hereunder or under a separate instrument or of any other party at any time directly or contingently liable for payment of any of the Obligations); (b) accept partial payments of the Obligations; (c) modify or change any terms concerning repayment of the Obligations or interest thereon; (d) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate any of the Obligations and the security therefor in any manner; (e) consent to the transfer of security; or (f) make immaterial or material alterations to the terms and conditions of the Obligations.

This guaranty is a continuing and unconditional Guaranty of payment and no termination shall be affected by the debt of any of the undersigned. No payment by the undersigned, jointly and/or severally, hereunder shall entitle the undersigned, jointly and/or severally, by subrogation or otherwise, to any payment by the Debtor under or out of the property of the Debtor, except after the full performance, payment and discharge of all of the Debtor's Obligations to Creditor.

No delay on the part of Creditor in exercising any of Creditor's options, powers or rights, or partial or single exercise thereof shall constitute a waiver thereof. Whenever possible, each provision of this Guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of the provision or the remaining provisions of this Guaranty. The undersigned agrees that this Guaranty and any contemporaneous or subsequent agreement will be governed as to validity, interpretation, construction, effect and in all other respects by the laws of the State of Indiana. This Guaranty shall bind the undersigned's respective heirs, administrators, personal representatives, successors, trustees and assigns, and shall enure to the successors and assigns of Creditor, including, but not limited to, any party to whom Creditor may assign this Guaranty, the undersigned hereby waiving notice of any such assignment. All of Creditor's rights are cumulative and not alternative. This Guaranty is intended by the undersigned and Creditor as a final and exclusive expression of this Guaranty with respect to such terms as are included therein and may not be contradicted by any evidence of any prior agreement, written or oral, or of any contemporaneous oral agreement.

Guarantor (Personal signature only)

Co-Guarantor (Personal signature only)

Please attach signed current financial statements