

BRACING SYSTEMS, INC.
CUSTOMER CREDIT APPLICATION AND REPRESENTATIONS

Business Name _____

Street Address _____

City, State, Zip _____ County _____

Years Here _____ Telephone# () _____ Fax# () _____

Previous Business Address (if any) _____ Years Here _____

Date Business Established ____ / ____ Requested Credit Line \$ _____

Nature of Business _____ Is this: Corporation__ Partnership__ Proprietorship__

State of Incorporation _____ Registered Agent _____

Principal Owners or Officers:

_____ / ____ / _____

Name	Title	Date of Birth
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Home Address	City	State	Zip Code
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() _____ - - - _____

Home Phone	Social Security #
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Name and Address of Previous Business Owned or Operated by Principal:

List all Business Aliases, Assumed Names, and "Doing Business As" Designations:

Is Company Sales Tax Exempt _____ (if yes, please include Exemption Certificate) Fed Tax ID# _____

BANK REFERENCES

Primary Bank of Deposit: _____ Account Number _____

Officer Handling Account _____ Telephone # (____) _____

Authorized Signatories: _____

Other Banks: _____ Account Numbers _____

CREDIT REFERENCES

1) _____

Name & Contact	Street Address	City, State, Zip
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(____) _____	(____) _____	
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Business Phone #	Fax #	
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2) _____

Name & Contact	Street Address	City, State, Zip
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(____) _____	(____) _____	
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Business Phone #	Fax #	
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3) _____

Name & Contact	Street Address	City, State, Zip
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(____) _____	(____) _____	
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Business Phone #	Fax #	
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For the purpose of inducing the extension of credit from Bracing Systems, Inc., and/or any of its affiliates, subsidiaries, divisions, or parent companies ("Bracing Systems") to the business entity or individual(s) identified above, the undersigned represents and warrants that the statements made and information contained herein and on the reverse side hereof, including any attachments submitted herewith and any future financial information submitted are complete, correct and true, with the intent that strict reliance be placed thereon as the basis for the extension and continuation of credit. This Credit Application shall inure to the benefit of Bracing Systems, and shall be binding on the estate of the undersigned.

The undersigned represents and warrants that the undersigned is solvent and able to pay its debts as they become due, and that the information as set forth above and on the reverse side and/or on any attachments submitted herewith and subsequently disclose the true state of the undersigned's financial condition as of the date thereof. The undersigned agrees to immediately notify Bracing Systems by certified mail of any material adverse change to the undersigned's financial condition, and change in the form of ownership or identity of principals, in the event the undersigned becomes insolvent, is unable to pay debts as they become due, becomes party to any litigation, and in advance of any sale, encumbrance or transfer of any real property owned. Such notice is to be sent to Bracing Systems, Inc., PO Box 517, Bloomingdale, Illinois 60108. Until such notice is received in hand by Bracing Systems, said information set forth above, on the reverse side and/or on any attachments submitted herewith is to be regarded as a continuing true and accurate statement. In addition, the undersigned agrees to submit annual financial statements to Bracing Systems.

In the event legal action is instituted to enforce payment of the amount due pursuant to such extension of credit, the undersigned shall be liable for all of the obligations of "Buyer" as specified in Bracing System's "Terms and Conditions" which are attached hereto and incorporated herein by this reference. Notwithstanding the fact that this Credit Application has been executed in a corporate or representative capacity, each signer hereof by such signature, hereby is personally and individually responsible for payment to Bracing Systems of all amounts due pursuant to such extension of credit and all amounts due from the predecessor or successor, if any, of the business entity identified above, according to invoice amount and credit terms stated thereon, including interest at eighteen percent (18%) per annum on all past due amounts together with all expenses incurred by Bracing Systems in the enforcement or attempted enforcement of any of its rights hereunder, including costs and reasonable attorneys' fees with or without trial, and, if applicable, upon appeal and remand. The undersigned further represents that there are no unpaid judgments, or open accounts more than ninety days past due, outstanding against the undersigned and that the undersigned is not a party to any pending litigation.

To secure payment hereof, the undersigned irrevocably authorize any attorney of any court of record to appear for it in such court in term time or vacation after default in payment hereof and confess a judgment without process in favor of Bracing Systems for such amount as may then appear unpaid hereon, together with costs and reasonable attorneys' fees and to waive and release all errors which may intervene in any such proceeding and consents to an immediate execution upon such judgment hereby ratifying every act of such attorney hereunder.

The undersigned hereby grants Bracing Systems permission to check the references listed and authorizes Bracing Systems to check information regarding the undersigned's credit experience, including bank balances, loan experience, account balances, and credit reporting agency files, etc.

Attested by: _____ Name _____ / /
Date Signed

(Print Name)

Name _____ / /
Date Signed

(Print Name)

GUARANTY
(For Execution by Individuals)

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned jointly and severally (herein collectively "Obligor") unconditionally guarantee to Bracing Systems, Inc. (herein "Obligee"), the full and prompt performance by Buyer, as listed above, of all obligations which Buyer presently or hereafter may have to Obligee and of all payments of all sums presently or hereafter owing by Buyer to Obligee whether arising by sales agreements, lease or otherwise, and whether secured or unsecured.

Obligor further agrees to indemnify Obligee against any losses it may sustain and expenses it may incur as a result of any act or omission of Buyer with respect to the performance of its obligations to Obligee. The undersigned hereby waives any right to require Obligee to institute suit against Buyer or exercise any rights or remedies against Buyer or the leased equipment or exhaust any security, it being understood and agreed by Obligor that its liability hereunder shall be in all respects unconditional.

For the purposes of this Guaranty and indemnity, all sums owing to Obligee by Buyer and/or Obligor shall be deemed to have accelerated and become immediately due and payable in the event: (A) Buyer and/or Obligor defaults in any of its obligations to Obligee; (B) A petition under any Chapter of the Bankruptcy code, as amended, or for the appointment of a receiver of any party of the property of Buyer and/or Obligor be filed by or against Buyer and/or Obligor, and be not dismissed within thirty days; (C) Buyer or Obligor makes general assignment for the benefit of creditors, suspends business or commits any act amounting to a business failure; or (D) an attachment be levied or tax lien be filed against any of Buyer or Obligor's property.

The guaranty and indemnity contained herein shall be a continuing guaranty and indemnity, and, irrespective of the lack of any notice to or consent of the Obligor, the obligations hereunder shall not be impaired in any manner whatsoever by any;

- (A) New agreements or obligations of Buyer or Obligor with or to Obligee, amendments, extensions, modifications, renewals or waivers of default as to any existing or future agreements or obligations of Buyer, Obligor or third parties with or to Obligee, or extensions of credit by Obligee to Buyer or Obligor;
- (B) Adjustments, compromises or releases of any obligations of Buyer, Obligor or other parties, or exchanges, releases or sales of any security of Buyer, Obligor or other parties;
- (C) Fictitiousness, incorrectness, invalidity or unenforceability, for any reason, of any instrument or writing, or any acts or omissions by Buyer Obligor, or Obligee;
- (D) Compositions, extensions, moratoria or other relief granted to Buyer or Obligor pursuant to any statute presently in force or hereafter enacted; or
- (E) Interruptions in the business relations between Obligee and Buyer or Obligor.

Obligor hereby waives notice of Obligee's acceptance hereof, notice of default and nonpayment by Obligor or any other parties, notice of presentment, protest and demand and any other matters to which Obligor may otherwise be entitled.

The Obligations hereunder of each Obligor are joint and several, and shall be binding upon their respective heirs and personal representatives. The failure of any person to sign this guaranty and indemnity shall not affect the liability hereunder of any signer thereof. The death, bankruptcy or release from liability hereunder of any Buyer or Obligor shall not relieve the others from liability hereunder. Each Obligor may terminate his obligations hereunder as to future transactions between Obligee and Buyer by Notice to Obligee by registered mail at such location as may be designated by Obligee from time to time; provided, however, that such termination shall not effect either Obligor's liability hereunder with respect to any obligations incurred prior to the expiration of thirty (30) days following Obligee's receipt of such notice, or the continuing liability of such of the other Obligor as have not given such notice.

Obligor shall reimburse Obligee on demand, for all expenses incurred by Obligee in the enforcement or attempted enforcement of any of its rights hereunder against any Obligor, including costs and reasonable attorney's fees with or without trial, and, if applicable, upon appeal and review.

This guaranty and indemnity is assignable by Obligee and shall be construed liberally in favor of Obligee and shall inure to the benefit of its successors and assigns. If Obligor should default in the performance of any obligations to Obligee and if any third party makes any payment to Obligee with respect thereto, such third party shall, to the extent thereof, be subrogated to all of Obligee's rights against Obligor hereunder. If any provision of this Guaranty is in conflict with any other agreement between Obligee and Buyer or any other party, or is otherwise in conflict with any statute or rule of law of any State or the District of Columbia or of the Federal court where it is sought to be enforced, then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.

This instrument shall for all purposes be governed by and interpreted in accordance with the laws of the State of Illinois. Obligor consents to the personal jurisdiction of any Federal Court in the State of Illinois or any State Court located in DuPage County, Illinois, with respect to any legal action commenced hereunder and to the fullest extent allowed by law, Obligor hereby waive any objection to the venue of such Courts or the convenience of said forums. Nothing contained herein is intended to preclude Obligee from commencing any action hereunder in any court having jurisdiction thereof.

Signed In The Presence Of:

____/____/____

Guarantor (Do not show title)

Date:

____/____/____

(Witness)

Guarantor (Do not show title)

Date:

Print Name: