

TLC PREMIUM BEDDING, INC P. O. BOX 9 CENTERVILLE, AR 72829
CONFIDENTIAL APPLICATION FOR CREDIT

Company name: _____ Phone _____ Fax: _____

Billing Address: _____
Street City State Zip

Mailing Address _____
Street City State Zip

Company's Sales Tax Status _____ Exempt _____ Non-Exempt _____ (If you are exempt, please send your tax-exemption certificate in with this application)

OFFICERS/PROPRIETORS

Name: _____ Position _____ SS# _____

Address _____ Phone: _____

Name: _____ Position _____ SS# _____

Address _____ Phone: _____

TRADE REFERENCES

Supplier _____ Phone: _____ Fax: _____

Address _____ Contact: _____

Supplier _____ Phone: _____ Fax: _____

Address _____ Contact: _____

Supplier _____ Phone: _____ Fax: _____

Address _____ Contact: _____

BANK REFERENCES

Bank: _____ Phone: _____ Fax _____

Address: _____ Contact _____

Account # _____ Type of Account _____

PERSONAL GUARANTEE
(COMPLETE ATTACHED AGREEMENT FORM)

AGREEMENT AS FOLLOWS:

1. Payment in Full Is Due Within 15 Days of the TLC Premium Bedding Invoice.
2. All legal fees, court costs, and collection fees to be paid for by the applicant in case of default on the terms of this agreement
3. Interest will be paid to TLC Premium Bedding by the applicants at the rate of 2% on all money due over 30 days.
4. The applicant hereby gives permission to disclose its experiences with the above named suppliers and bank to TLC Premium Bedding, Inc.
5. A copy of this agreement is also as binding as the original.

Authorized Signature: _____ Title _____ Date _____

Mail completed form to the above address or fax to: 479-576-4515

FOR OFFICE USE ONLY:

Approved by _____ Date _____ Open account limit: _____

CONTINUING GUARANTEE OF INDEBTEDNESS

GUARANTY

Guaranty made the _____ day of _____, 20____, by the undersigned as guarantor, and TLC Premium Bedding, Creditor, with respect to credit extended and/or to be extended to _____, Debtor.

In consideration of extension of credit to Debtor and for other valuable consideration, the undersigned hereby jointly and severally guaranteed unconditionally at all times payment of all and any indebtedness or liability, direct or contingent, irrespective of its character, regularity, enforceability or validity, now owing or which may hereafter be owing or become due from the Debtor to TLC Premium Bedding, its successors or assigns. Upon the failure to pay promptly the full amount thereof when due, by said Debtor, the undersigned, jointly and severally, promise to pay such indebtedness or liability on demand, together with interest thereon, and also all expenses of every kind incurred for the collection thereof or in the enforcement of the agreement, or any claim arising there under and to pay reasonable attorney's fees to TLC Premium Bedding. The undersigned hereby waive notice of the acceptance of the guaranty and of any and all indebtedness or liability at any time covered by the same.

This is intended as a continuing guaranty and requires no notice to the undersigned, and shall remain in full force and apply to all present and future matters and transactions until all such matters are completed and all financial obligations and responsibilities of the undersigned are satisfied.

IN WITNESS WHEREOF, guarantors have executed this guaranty at Centerville, Arkansas the day and year above first written.

GUARANTOR

GUARANTOR

FORUM SELECTION CLAUSE FOR TLC PREMIUM BEDDING, INC.

Forum Selection and Consent to Jurisdiction:

_____ (BUYER'S NAME)
HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF ARKANSAS AND OF THE UNITED STATES DISTRICT COURT FOR THE 15TH DISTRICT OF THE STATE OF ARKANSAS FOR THE PURPOSE OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

_____ (BUYER'S NAME)
FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF ARKANSAS.

_____ (BUYER'S NAME)
HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY HAVE OR HEREAFTER MAY HAVE TO THE LAYING OF VENUE OF SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. NOTHING HEREIN SHALL AFFECT THE RIGHT OF TLC PREMIUM BEDDING, INC. TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW OR LIMIT THE RIGHT OF TLC PREMIUM BEDDING, INC. TO BRING PROCEEDINGS IN ANY OTHER COURT OR JURISDICTION.

_____ Buyer's Initials

_____ Buyer's Name

FORUM SELECTION CLAUSE FOR TLC PREMIUM BEDDING, INC.

Forum Selection and Consent to Jurisdiction: