

PERSONAL GUARANTY AGREEMENT

For and in consideration of the extension of credit by dB South, Inc. (hereinafter called "CREDITOR"). To

_____ (hereinafter called "DEBTOR"). And where as the DEBTOR is presently indebted to CREDITOR for goods sold and delivered in the amount of \$ _____.

And for other good and valuable consideration, the undersigned hereby unconditionally guarantee(s) to CREDITOR the payment of all indebtedness, liabilities and obligations of every kind and nature of DEBTOR to CREDITOR whether absolute or contingent, direct or indirect, due or to become due, heretofore or hereafter created arising or existing (all hereinafter referred to as the "INDEBTEDNESS") without limitation as to amount, and the undersigned hereby represent, covenant and agree with CREDITOR as follows:

1. The within Guaranty is a continuing and collateral Guaranty independent of and in addition to any other security collateral, endorsement or Guaranty held by CREDITOR for the INDEBTEDNESS or any part thereof. The liability of the undersigned hereunder shall be deemed terminated upon CREDITOR, receiving either (a) written notice of the cancellation of this Agreement by the undersigned, by certified mail, return receipt requested, to the attention of the credit department, or (b) actual notice of the death of one of the undersigned effective only as to the Guarantor deceased; provided however that this Agreement and the undersigned liability hereunder shall remain in full force and effect with respect to the portion of the INDEBTEDNESS created, arising or existing prior to such termination and to all renewals, extensions and modifications thereto, whether made before or after such termination.
2. The liability of the undersigned shall not be impaired, altered or otherwise affected by any renewal, modification, compromise or discharge or the INDEBTEDNESS or any part thereof. The liability hereunder of the undersigned, shall be direct, immediate and absolute and shall not be conditional or contingent upon the pursuit, exercise or prosecution by CREDITOR of any other remedy or remedies whatsoever and CREDITOR shall have and may exercise against the undersigned any and all remedies that it might against a principal debtor upon a past due liquidated obligation. The records of CREDITOR shall be conclusive with respect to the amounts, times and places of delivery of any and all merchandise and the balance due and owing to CREDITOR by said DEBTOR. Any evidence admissible in an action against the DEBTOR shall be admissible in an action against the undersigned on this Guaranty.
3. Presentment for payment, demand, protest, and notice of protest and non-payment to the undersigned, to DEBTOR and to all other persons of bills, notes, checks, drafts, trade acceptances and other orders and promises for the payment of money, notice of the acceptance of this agreement, notice of extension of credit and making of advances hereunder, and notice of default hereunder are and each and all of them are hereby waived by the undersigned.
4. The undersigned hereby agree to pay CREDITOR all costs and expenses, including reasonable attorney's fees, which it may incur in attempting to collect from DEBTOR or the undersigned in the enforcement of this guaranty.
5. CREDITOR may cease further sales and deliveries at any time, but agrees that it will, upon written request, furnish to the undersigned a complete statement of the amount of the INDEBTEDNESS covered by this Guaranty and then unpaid.
6. In the event of any bankruptcy proceeding filed by or against DEBTOR, the undersigned agree that CREDITOR may immediately proceed against the undersigned. If a payment or return of merchandise by DEBTOR to CREDITOR made on account of this INDEBTEDNESS hereby guaranteed is avoided as a preferential transfer in a bankruptcy proceeding, the liability of the undersigned under this Guaranty shall be increased by the amount of such avoided transfer or payment.

7. If there be more than one undersigned, the representations, agreements, obligations and liabilities hereunder of the undersigned shall be joint and several. This Agreement shall be binding upon the undersigned and each of them and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8. This agreement constitutes the entire Agreement between the undersigned and CREDITOR with respect to the INDEBTEDNESS and the within Guaranty. There are no oral representations, understandings or warranties. This agreement may not be terminated except as hereunder provided and cannot be changed or modified except by written Agreement duly executed by the undersigned and CREDITOR. This Agreement and all of the rights and duties of CREDITOR and the undersigned shall be governed by and interpreted in accordance with the laws of the State of _____.

9. The undersigned hereby severally transfers) and assign(s) to the CREDITOR a sufficient amount of our homestead and exemption which we or each of us may have under or by virtue of the constitution or laws of _____, or any other state, or the United States to satisfy the Indebtedness due under this guaranty.

10. This agreement shall not be made ineffective or unenforceable by virtue of a finding that any individual provision thereof is invalid or in conflict with any law or regulation of any state of the United States. If any provision is found to be invalid, the remainder of this agreement shall continue in full force and effect.

In Witness Whereof, the undersigned have caused this Agreement to be executed this ____ day of _____, 19__

Residing at:

S.SJ

Residing at:

S.SJ

STATE OF:

COUNTY OF:

On this ___ day of _____, 19 ___, before me personally came _____, to me personally known and known to me to be the person described in and who executed the same.

Notary Public
My commission expires: