

PERSONAL GUARANTY OF PAYMENT TO



The undersigned, (the "Guarantor(s)") are owners of the business known as _____

(name)

_____ ("Debtor"), or are willing to assist said

(address)

business in obtaining credit.

In consideration of the sale of such services, goods, wares and merchandise (Hereinafter referred to Collectively as "Goods") as Debtor or its representatives or employee may select, order or purchase from Total Supply, Inc, its employees, affiliates, representatives or subsidiaries (hereinafter referred to collectively as the "Company"), and as a inducement for the company to sell such Goods to Debtor, we hereby agree that:

- 1) Guarantor(s) jointly and severally guaranty payment of any debt now due or that becomes due to the Company which arose or may arise out of the purchase of Goods from the Company by Debtor, or which arose OR MAY ARISE OUT of Debtor having any contact with the Company (The "Guaranteed Obligations"). Guarantor(s) waive(s) notice of acceptance of this guaranty, amounts of sales, dates of shipments or deliveries, notice of default and legal proceedings against Debtor.
- 2) Guarantor(s) shall jointly and severally remain liable for the Guaranteed Obligations, regardless of any changes in ownership of Debtor or whether Guarantor(s) shall continue to take an active part in Debtor, or whether Guarantor(s) shall be or remain stockholders, partners or owners in Debtor.
- 3) The continuing liability of Guarantor(s) pursuant to this guaranty shall remain in full force and effect until receipt by the Company of written notice sent by registered mail, return receipt requested that Guarantor(s) shall no longer be responsible for any debt which shall become due to the Company; and such notice shall only relieve the party giving that notice from liability for debts which have not been incurred prior to the date of the receipt of such notice by the Company. In this connection, this personal guaranty shall not be revoked by the death of Guarantor(s), but shall remain in full force and effect until the executor or administrator of the Guarantor(s) shall have given notice in writing that undersigned, or his estate, shall not longer be responsible for any debt which may become due the Company.
- 4) Guarantor(s) each acknowledge and agrees that all of the provisions of this personal guaranty are a part of the consideration for any sale and delivery of any Goods by the Company and that no sale will be made to Debtor by the Company at any time in the future without reliance upon this agreement, until receipt of the written notice described in paragraph 3 above.
- 5) It is hereby understood and agreed that neither any waiver of failure by the Company to enforce any term, condition or requirement of payment of any indebtedness of Debtor to the Company, nor any amendment, restructure of refinance of such indebtedness shall be deemed to constitute a waiver or release, in whole or in part, of the Guarantor(s) on such indebtedness
- 6) Guarantor(s) expressly waive presentment, demand, protest, notice of dishonor and default, and notice of any kind with respect to the Guaranteed Obligations or this Guaranty or the performance or lack of performance of any obligations under the Guaranteed Obligations, including, without limitations, notice of any adverse change in Debtor's condition or of any other fact which might increase Guarantor(s) risk, whether or not the Company has knowledge of the same.
- 7) The Company may receive and accept from any person, firm corporation or entity from time to time any securities or other property as collateral for the Guaranteed Obligations and may surrender, compromise,

exchange and release absolutely the same or any part thereof at any time without notice to Guarantor(s), without regards to any demands or requests by Guarantor(s) and without in any manner affecting Guarantor(s) obligations to the Company under this Guaranty or incurring any liability to Guarantor(s).

- 8) The obligations and liabilities of Guarantor(s) under this Guaranty shall be primary and not secondary obligations and liabilities, payable immediately upon written demand, without recourse first having been had by the Company against Debtor, any other guarantor or any successor, heir or assignee of Debtor or any other guarantor, Guarantor(s) waive the benefits of all provisions of law for stay or delay of execution or sale of property or other satisfaction of judgment against Guarantor(s) on account of Guarantor's obligations and liabilities under this Guaranty until Judgment has been obtained therefore against Debtor or its successors, heirs or assigns and execution thereon returned unsatisfied, or until it is shown that Debtor has no property available for the satisfaction of the Guaranteed Obligations or until any other proceedings can be had. Guarantor(s) specifically waive the provisions of sections 26-7 and 26-9 of the North Carolina General Statutes, together with any other defense based upon lack of due diligence by the Company in collection, protection or realization upon any collateral securing the Guaranteed Obligations. The Company may take or refrain from taking any action authorized under the Guaranty without notice of any kind to Guarantor(s).

If at any time hereinafter the Company or its assigns employs counsel to enforce payment of this guaranty by the Guarantor(s), then the undersigned shall pay the reasonable attorney's fees of the Company, as well as all other expenses, costs and charges relating to the collection of this guaranty.

The provisions of this Guaranty shall be severable and the invalidity or enforceability of one or more, or any part thereof, shall not affect the validity or enforceability of any other provision, Any reference herein to the masculine shall include the feminine or neuter, and any reference to the singular or the plural shall include the opposite thereof. This is a North Carolina contract and it shall in all respects be governed in accordance with the laws of North Carolina.

IN TESTIMONY WHEREOF, The undersigned have hereunto set their hands and seals this _____

Day of _____

_____ (Seal)

Witness

Signature

_____ (Seal)

Signature