

**Personal Guarantee to Winco of Tennessee, LLC dba Tennessee-Alabama Fireworks**

**Customer Account #:** \_\_\_\_\_

**Date:** \_\_\_\_\_

As a condition to **WINCO OF TENNESSEE, LLC dba TENNESSEE-ALABAMA FIREWORKS**, a Tennessee limited liability company hereinafter referred to as "Lender") extending credit

to \_\_\_\_\_ [legal name of entity], a \_\_\_\_\_ [state of organization] \_\_\_\_\_ [type of entity] (hereinafter referred to as "Borrower"), whether by a line of credit, promissory note, open account or single order, the undersigned (hereinafter referred to as "Guarantor") hereby guarantees and becomes surety for the punctual, complete and satisfactory performance of Borrower to Lender. This Guarantee is absolute, irrevocable and unconditional, and is offered to Lender to induce Lender to extend credit to the Borrower. Guarantor acknowledges that Guarantor personally guarantees payment of all finance charges, collection costs, expenses and attorney's fees incurred by Borrower and owed to Lender. If there are multiple persons executing this Guarantee, each person shall be jointly and severally responsible for any and all obligations owed by Borrower to Lender.

This Guarantee shall be binding upon the undersigned, his/her successors and assigns, and inure to the benefit of Lender, its affiliates and their respective successors and assigns. Nothing in this Guarantee shall require Lender to make demand on, to provide notice to, or initiate proceedings against Borrower before Guarantor becomes obligated under the terms of this Guarantee.

This Guarantee shall not be reduced, diminished or released in anyway by any amendment to the underlying credit obligation agreements or the failure of Lender to obtain, retain, pursue, enforce or preserve any of its right or remedies, the invalidity of any such rights or remedies which it may attempt to obtain or any delay in making demand on any person or entity for performance or payment of any obligation. The undersigned acknowledges that Lender's extension of credit to the Borrower is desired by and shall benefit Guarantor, the receipt of which is hereby acknowledged.

This Guarantee shall be construed and enforced in accordance with the laws of the State of Kansas, applicable to agreements wholly executed and wholly performed therein without regard to choice of law provisions. Any action or proceeding brought by either party against the other arising out of or relating to this Guarantee shall be brought in a Court of competent jurisdiction located in Johnson County, Kansas. In addition, should Lender bring an action against the Borrower in any jurisdiction where its collateral may be located, Lender may, in its sole discretion, bring an action against Guarantor in the same cause of action in said jurisdiction where said collateral is located. Guarantor hereby irrevocably consents to the in person am jurisdiction of such courts for purposes of any such action or proceeding, and further agrees that service of process by a reputable courier shall be deemed personal service sufficient for all purposes.

EACH OF THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT HE, SHE OR IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTEE OR ANY OTHER DOCUMENT OR AGREEMENT ANCILLARY HERETO, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER OR AL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR SUCH PARTY ENTERING INTO THIS GUARANTEE AND EACH AGREEMENT OR DOCUMENT ANCILLARY HERETO AND EACH PARTY AGREES NOT TO FILE ANY PLEADINGS SEEKING THE RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, the undersigned has duly executed this Guarantee as of the date indicated below.

**"BORROWER"**

Principle 1 Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**"BORROWER"**

Principle 2 Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**"LENDER"**

*Winco of Tennessee, LLC dba Tennessee-Alabama Fireworks*

By: Wade Brown

Printed Name: Wade Brown

Title: Manager

Address: 1125 Willow Avenue

South Pittsburg, TN 37380