

**Personal Guarantee to Winco Fireworks International, LLC**

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

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

As a condition to **WINCO FIREWORKS INTERNATIONAL, LLC**, a Kansas limited liability company and any of its affiliates as described in the Note to which this relates (hereinafter referred to as "Lender") extending credit to \_\_\_\_\_ [legal name of entity], a \_\_\_\_\_ [state of organization] \_\_\_\_\_ [type of entity], and all other parties listed as Borrower under the Note (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 all obligations of Borrower to Lender, including, without limitation that certain Commercial Line of Credit Promissory Note and Security Agreement between Lender and Borrower (the "Note"). 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 also 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 heirs, 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 or change 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 including those under the Note. The undersigned acknowledges that Lender's extension of credit to the Borrower is desired by and shall benefit Guarantor, the receipt of consideration therefore is hereby acknowledged.

This Guarantee shall be construed and enforced in accordance with the laws of the State of Kansas, without regard to choice of law provisions. Any action or proceeding arising out of or relating to this Guarantee shall be brought in the District Court of Johnson County, Kansas where the parties agree to submit to jurisdiction and venue. 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 jurisdiction and venue of such courts for purposes of any such action or proceeding, and further agrees that service of process by a reputable courier or process server or by mail shall be deemed personal service sufficient for all purposes.

It is contemplated that Borrower may purchase goods on credit from Lender through the use of funds loaned under the Note. It is also possible that such purchases may be made from Lender's affiliates through warehouses owned by such affiliates and not Winco Fireworks International, LLC. Guarantor agrees that each separate affiliate/warehouse providing goods to Borrower may enforce the terms of this Guarantee against Guarantor as to goods purchased from such affiliate and/or shipped from such warehouse. In all events, however, Guarantor agrees that Lender may enforce the terms of this Guarantee against Guarantor even as to debt incurred for goods provided by Lender's affiliates and through such affiliates' warehouses.

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 above.

**"BORROWER"**

**"BORROWER"**

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

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

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

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

Title (if applicable) \_\_\_\_\_

Title(if applicable) \_\_\_\_\_

*Winco Fireworks International, LLC*  
12521 15<sup>th</sup> Street Grandview, MO 64030  
913-649-2071; FAX: 816-697-2219

**“LENDER”**

*Winco Fireworks International, LLC.*

By: *Nathan Brown*

Printed Name: Nathan Brown

Title: Controller

Address: 12521 15<sup>th</sup> Street

Grandview, Missouri 64030