

Customer:

Thank you for choosing to do business with S. T. Wooten Corporation. We are committed to providing you, our valued prospective or existing customer, with the highest level of satisfaction possible. To establish and maintain an account with S. T. Wooten Corporation, please fully complete the following Application

Jurisdiction. The parties hereto agree that the state and federal courts of the state where the goods and services are provided shall be the exclusive judicial forums for the adjudication of all disputes between them arising out of or relating to this Credit Agreement, and each for itself consents to the exercise of personal jurisdiction over it in any such adjudication and hereby waives any and all objections and defenses to such personal jurisdiction regardless of the nature of such objection or defense.

Governing Law. This Credit Agreement shall be governed by and construed and interpreted under the substantive, internal laws of the state where the goods and services are provided, excluding any of its conflicts of laws provisions.

Applicant acknowledges this Credit Agreement notice is not an agreement for the sale of goods or services and no warranties are made hereby.

I

PERSONAL GUARANTY AGREEMENT

STATE OF _____

_____ COUNTY

As an inducement to S. T. Wooten Corporation, its affiliates, subsidiaries, successors, and assigns (hereinafter collectively "S. T. Wooten") to extend credit to and to otherwise deal with _____ (each, if more than one, being referred to as the "Purchaser"), and in consideration thereof each of the undersigned (each, a "Guarantor") hereby absolutely and unconditionally jointly and severally guarantees to S. T. Wooten the due and punctual payment of any and all debts and obligations of Purchaser, whether primary or secondary (and whether by way of endorsement or otherwise), at any time now or hereafter incurred with or held by S. T. Wooten, together with finance charges and all other charges thereon, as and when the same become due and payable, whether by acceleration or otherwise, arising under the Application for Credit / Credit Agreement Notice between Purchaser and S. T. Wooten dated _____ (the "Credit Agreement"), including all renewals, extensions, and modifications thereof (the "Guaranteed Obligations"). The Guarantor acknowledges and agrees that the credit extended by S. T. Wooten pursuant to the Credit Agreement might exceed the credit limit stated from time to time, that the Guaranteed Obligations therefore might exceed such credit limit, and that the credit limit under the Credit Agreement is subject to increase without notice to or the concurrence of the Guarantor, and that this Guaranty is not limited in amount.

Guaranty of Payment. This is a guaranty of payment and not of collection. The obligation and liability on the part of each of the undersigned is a primary and not a secondary obligation and liability, payable immediately upon demand without recourse first having been had against the Purchaser or any other person or entity or any security for the Guaranteed Obligations.

Obligations Unconditional. The obligations of each of the undersigned are unconditional and without limitation and include any extension thereof in whole or in part, and shall not be impaired, modified, released, or limited by any occurrence or condition whatsoever. When more than one (1) Guarantor signs this Guaranty, the obligations hereunder shall be the joint and several obligations of each. S. T. Wooten may proceed against any Guarantor and will not be required to proceed against all Guarantors in order to enforce this Guaranty.

Waiver. Each Guarantor unconditionally waives any demand by S. T. Wooten, any notice of non-performance or non-payment on the part of the Purchaser, acceptance and notice of acceptance of this Personal Guaranty Agreement, and all other notices and proof of demands. Additionally, Guarantor expressly agrees that his / her respective obligations under this Agreement will not be waived or affected in any way in the event S. T. Wooten grants any waivers to Purchaser as to Purchaser's obligations to S. T. Wooten. Any notice from S. T. Wooten to a Guarantor may be sent to the address shown for such Guarantor below.

Collection Costs / Service Charge. If S. T. Wooten employs an attorney at law or collection agency to seek enforcement of this Guaranty or to collect any amounts due under this Guaranty, the obligations of each Guarantor, in addition to the obligations set forth in this Agreement, shall include the reasonable and customary costs and charges of such attorney or collection agency, including but not limited to the following: (a) attorney's fees and costs; (b) collection agency fees and costs; (c) postage and mailing charges; (d) telephone charges; (e) travel expenses; (f) the cost of any legal or other proceedings; (g) the cost of any collection agency; (h) the cost of any other expenses incurred by S. T. Wooten in connection with the enforcement of this Guaranty.

