



HYMAN
BUILDERS
SUPPLY, Inc.

SALES YARD
MEMPHIS, TENNESSEE
1129 Florida - 948-4555

GENERAL OFFICES - 1129 FLORIDA ST.
MEMPHIS, TENNESSEE 38106
775-3823

PERSONAL GUARANTY

For and in consideration of Hyman Builders Supply, Inc. (hereinafter "Hyman") credit to _____ (hereinafter "Buyer") for materials or services sold to Buyer by Hyman, the undersigned does hereby personally guarantee, unconditionally, (1) the prompt payment of any charges now or hereafter owed to Hyman by the Buyer, whether said charges are or will be due under open account, contract or other arrangements between Buyer and Hyman, and (2) all costs of collection and reasonable attorneys' fees. This Guaranty is an absolute, complete, and continuing guaranty relating to said extension of credit, and no extension, forbearance, release, adjustment, or modification of said extension of credit shall affect the undersigned's obligations hereunder. The undersigned understands and agrees that credit is to be extended to Buyer on a continuing basis subject to cancellation by Hyman with or without cause. Hyman shall not be obligated to notify the undersigned of the dates or amounts of credit extended to Buyer, except by means of invoice and monthly statements provided to Buyer. The undersigned hereby waives bringing of suit, diligence, indulgences, notice of acceptance hereof, and notice of nonperformance of Buyer of any of its obligations or liabilities to Hyman. This Guaranty shall remain in effect until written notice of terminating is received by Hyman and termination shall be effective only as to goods sold or services provided after released of its obligations as guarantor hereunder so long as any claim of Hyman against Buyer for charges resulting from the extension of credit (to the date this guaranty is terminated) after this date or charges presently owed by Buyer remain unpaid. The undersigned agrees that this is a guaranty of payment, and that Hyman may pursue the undersigned directly for payment of guaranteed charges without first pursuing its claims against Buyer. In the event of bankruptcy by Buyer, Hyman may directly pursue the undersigned for payment of guaranteed charges. If this Guaranty is placed in the hands of an attorney for enforcement, the undersigned shall reimburse Hyman for all reasonable expenses including reasonable attorneys' fees, incurred as a result of the enforcement hereof.

COMPANY NAME

DATE

INDIVIDUALLY

WITNESS

PRESIDENT / OWNER