



GUARANTY
(Personal)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an inducement to **WILLIS DISTRIBUTING, INC.** ("Creditor"), an Ohio corporation, and/or any of its subsidiaries, divisions or affiliates including, without limitation, WILLIS BEAUTY SUPPLY, ("Creditor") with a principal office at 4600 Homer Ohio Lane, Groveport, Ohio 43125, to sell and deliver its merchandise and other property and advance credit therefore and provide other financial accommodations to _____ a _____, with its principal place of business in _____, ("Debtor"), the undersigned (jointly and severally if more than one) hereby unconditionally guarantees to Creditor, its successors and assigns, the prompt payment of any and all indebtedness now due and/or which may hereafter become due to Creditor howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, and whether or not evidenced by note, trade acceptance or open book account (collectively, the "Indebtedness").

1. This Guaranty shall be a continuing, absolute and unconditional guaranty and shall be a guaranty of payment rather than collection. This Guaranty shall remain in full force and effect until the irrevocable payment in full of the Indebtedness notwithstanding, without limitation, the death, incompetency, dissolution, liquidation or insolvency of the undersigned or that at any time or from time to time all of the Indebtedness may have been paid in full. Notwithstanding the foregoing, this Guaranty may be terminated only upon (a) actual receipt by Creditor at its above principal office address of written notice to the attention of the Credit Department, by registered or certified mail, signed by the undersigned or any person authorized and acting on behalf of the undersigned, terminating the same, or (b) actual written notice of the death of the undersigned effective only as to such deceased undersigned; provided, however, that no such notice of termination shall release the undersigned from the prompt payment of any Indebtedness hereafter created by Debtor in favor of Creditor prior to the receipt of such notice to Creditor.

2. The undersigned represents that it will receive substantial and direct benefits from the aforementioned accommodations made by Creditor to Debtor and hereby expressly waives (a) notice of the acceptance of Creditor of this Guaranty; (b) notice of the existence or creation or non-payment of all or any of the Indebtedness, (c) presentment, demand of payment, protest, notice of dishonor or nonpayment and all other notices whatsoever of any such liability, suit or taking of other action by Creditor; and (d) all diligence in collection or protection or of realization upon the Indebtedness, any obligation hereunder or any security for or guaranty of any of the foregoing.

3. The undersigned agrees that in the event of the death, incompetency, dissolution or insolvency of Debtor or the undersigned, the inability of Debtor or the undersigned to pay debts as they mature, a default by Debtor under any agreement, document or instrument furnished in connection with the Indebtedness to Creditor, or the event of a bankruptcy proceeding filed by or against Debtor, Creditor may, without further action, immediately proceed against the undersigned as if all Indebtedness were then due and payable.

4. The undersigned hereby agrees to pay Creditor all costs and expenses, including reasonable attorney's fees, which Creditor may incur in attempting to collect the



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Indebtedness, or any part thereof, and/or in enforcing this Guaranty against such undersigned and that such amounts shall be added to the Indebtedness.

5. Creditor may, from time to time, at its sole discretion and without notice to the undersigned (or any of them), take any or all of the following actions: (a) retain or obtain a security interest in any property to secure any of the Indebtedness or any obligation hereunder, (b) retain or obtain the primary or secondary obligation of any obligor or obligors, in addition to the undersigned, with respect to any of the Indebtedness, (c) extend or renew any of the Indebtedness for one or more periods (whether or not longer than the original period), alter or exchange any of the Indebtedness, or release or compromise any obligation of any of the undersigned hereunder or any obligation of any nature of any other obligor with respect to any of the Indebtedness, (d) release its security interest in, or surrender, release or permit any substitution or exchange for, all or any part of any property securing any of the Indebtedness or any obligation hereunder, or extend or renew for one or more periods (whether or not longer than the original period) or release, compromise, alter or exchange any obligations of any nature of any obligor with respect to any such property, (e) resort to the undersigned (or any of them) for payment of any of the Indebtedness when due, whether or not Creditor shall have resorted to any property securing any of the Indebtedness or any obligation hereunder or shall have proceeded against any other of the undersigned or any other obligor primarily or secondarily obligated with respect to any of the Indebtedness, and (f) cease making sales and/or shipments to Debtor or Creditor, as applicable.

6. This Guaranty is a primary obligation of the undersigned. Creditor shall not have any obligation whatsoever to seek payment from Debtor under this Guaranty. This Guaranty shall be in addition to any other present or future guaranty or other security for the payment, performance and satisfaction of the Indebtedness, shall not be prejudiced or unenforceable by the invalidity of any such other guaranty or security, and is not conditioned upon or subject to the execution by any other person of this Guaranty or any other guaranty or suretyship agreement. The undersigned shall not be subrogated to any right of Creditor until such time as Creditor shall have received final payment in cash of the full amount of all Indebtedness.

7. The undersigned further agrees that, if and to the extent Creditor receives any payment on account of any of the Indebtedness (whether from Debtor, the undersigned or a third party obligor or from the sale or other disposition of any collateral security for the Indebtedness) and such payment or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other part under any bankruptcy act, state or federal law, common law or equitable cause, then the part of the Indebtedness intended to be satisfied by such payment shall be revived and continued in full force and effect as if said payment had not been made. The preceding provisions of this paragraph shall survive the termination or revocation of this Guaranty.

8. No failure or delay on the part of Creditor in exercising any right, power or privilege hereunder and no course of dealing between the undersigned, Creditor or Debtor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights, powers and



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remedies herein expressly provided are cumulative and not exclusive of any rights, powers or remedies which Creditor would otherwise have under applicable law. No notice to or demand on the undersigned in any case shall entitle the undersigned to any other further notice or demand in a similar or other circumstances or constitute a waiver of the rights of Creditor to any other or further action in any circumstances without notice or demand.

9. This Guaranty constitutes the entire agreement between the parties hereto with respect to the matters specifically addressed herein and supersedes any prior guaranty between the parties regarding such matters. This Guaranty shall not be modified or altered except by a written instrument executed by the undersigned and Creditor. If any provision of this Guaranty shall be held to be invalid or unenforceable in whole or in part, then the invalidity or unenforceability of such provision shall not be held to invalidate any other provision contained herein and all such other provisions shall remain in full force and effect.

10. This Guaranty is binding on the undersigned, and upon the heirs, legal representatives, successors and assigns of the undersigned. This Guaranty has been delivered in Groveport, Ohio and will be construed in accordance with the internal laws of the State of Ohio.

11. ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY WILL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE STATE OF OHIO OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO, OR, AT CREDITOR'S SOLE OPTION, IN ANY OTHER COURT IN WHICH CREDITOR SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY . THE UNDERSIGNED HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF SUCH COURTS FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE, WAIVES PERSONAL SERVICE OF PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO THE UNDERSIGNED AT THE ADDRESS STATED BELOW AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT. 12. THE UNDERSIGNED HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS GUARANTY OR UNDER ANY AMENDMENT, INSTRUMENT, OR DOCUMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS GUARANTY AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. **[SIGNATURE PAGE FOLLOWS]**



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IN WITNESS WHEREOF, this Guaranty is executed and delivered as of the _____ day of _____, 200____.

_____ Printed Name of guarantor

_____ Signature of guarantor

SS# _____

Address: _____

STATE OF _____)

)SS

COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____, _____ by _____,

who personally appeared before me. Witness my hand and official seal. My commission expires: Notary Public STATE OF _____ SS COUNTY OF _____

Subscribed, sworn to and acknowledged before me this _____ day of _____, _____ by _____,

who personally appeared before me.

Witness my hand and official seal.

My commission expires:

Notary Public