

### PERSONAL GUARANTY

As an inducement for 1SOURCEVIDEO.COM LLC ("Creditor") to extend credit to \_\_\_\_\_ ("APPLICANT") hereof, and also in consideration therefore, the undersigned, hereby guaranty to the Creditor, absolutely and unconditionally, jointly and severally, the prompt payment of any indebtedness of the Applicant when due, without regard for the validity, regularity or enforceability thereof as to the Applicant. The liability of the undersigned shall not be impaired, altered, or otherwise affected by any renewal, modification, compromise, or discharge in any part thereof.

The liability hereunder of the undersigned shall be direct, immediate, and absolute and shall not be conditional or contingent upon the pursuit, exercise, or prosecution by 1SourceVideo. The records of 1SourceVideo shall be conclusive with respect to the amounts, times and places of delivery of all merchandise and the balance due and owing to 1SourceVideo by the applicant. Any evidence admissible in an action against the applicant shall be admissible in an action against undersigned on the Guaranty.

The Guarantors agree to pay any finance charges which may accrue on the account of the Applicant and to reimburse the Creditor for all expenses (including costs of collection inclusive of reasonable attorneys fees and disbursements) incurred by the Creditor in connection with any indebtedness of the Applicant, the collection thereof, or the enforcement of this Personal Guaranty. The Guarantors waive notice of acceptance of this Personal Guaranty, the extensions of credit to the Applicant, demand for payment of the indebtedness of the Applicant, notice of default in payment by the Applicant, all other notices to which the Guarantors might otherwise be entitled, and any demand for payment under this Personal Guaranty.

This is a guaranty of payment and not of collection and the Guarantors further waive any right to require that action be brought against the Applicant or any other person. The Creditor shall have the right to discharge or release any one or more Guarantor from any obligation hereunder, in whole or in part, without in any way releasing, impairing or affecting their rights against any other the Guarantors.

In the event of any bankruptcy proceedings filed by or against the applicant, the undersigned agree that 1SourceVideo may immediately proceed against the applicant. If a payment or return of merchandise by the applicant to 1SourceVideo made on account of this indebtedness hereby guaranteed is avoided as a preferential transfer in a bankruptcy proceeding, the liability of the undersigned under this Guaranty shall be increased by the amount of such avoided transfer or payment.

No delay of failure on the part of the Creditor in exercising any rights hereunder shall operate as a waiver of the obligation of the Guarantors. There are no oral representatives, understandings or warranties. This agreement may not be terminated and no modification or waiver of the obligation of the Guarantors shall be effective unless in writing signed by the President of 1SourceVideo.com, LLC. This Agreement shall be binding upon the undersigned and each of them and their representative heirs, executors, administrators, legal representatives, successors, and assigns. Any subsequent incorporation, merger, reorganization or sale of the Applicant's business shall not operate as to term in this Guaranty which, together with the transactions incident thereto shall be governed by the laws of the State of New Jersey. Guarantors consent to the jurisdiction of the Court of the State of New Jersey for Monmouth County, or any Federal District Court having jurisdiction in such County, for the determination of all disputes arising under Applicant's Credit Agreement and/or this guaranty.

This agreement shall not be made ineffective or unenforceable by virtue of a finding that an individual provision thereof is invalid or in conflict with any law or regulation of any state or the United States. If a provision is found to be invalid, the remainder of this agreement shall continue in full force and effect.

DATED: \_\_\_\_\_

GUARANTOR SIGNATURE(S)\*: \_\_\_\_\_

PRINT NAMES: \_\_\_\_\_ Social Security Number (SSN/SIN): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Title: \_\_\_\_\_

PRINT NAMES: \_\_\_\_\_ Social Security Number (SSN/SIN): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Title: \_\_\_\_\_

NOTARY: \_\_\_\_\_

**\*Note: This form *must* be notarized to be considered valid. Guarantor must be a principle of the company.**

State/Province of \_\_\_\_\_ County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_ a notary public in and for said state, personal appeared

\_\_\_\_\_, known to me( or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledge to me that he or she executed the same in his or her authorized capacity and by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,

\_\_\_\_\_  
Notary Public for the State/Province of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

[Notary Seal]

(International Reseller's: All Notary signatures must be from a U.S. consulate to be valid. Authenticity of the signature on the returned document will be contingent upon the placing of the consular seal over the seal of a foreign authority whose seal and signatures are filed with the U.S. Embassy or Consulate.) **Save, print, and sign application. Send application and tax exempt/resale certificates to: 1SourceVideo, ATTN: Accounting Department. 3 Crown Plaza, Hazlet NJ 07730**

