



PERSONAL GUARANTY AGREEMENT

Agreement Between Parties

This Personal Guarantee is entered into by and between Silmar Electronics, Inc, a Florida Corporation (hereinafter "Obligee"), and the undersigned (hereafter "Guarantor"), and is to be effective upon complete execution of the signature blocks provided below (hereinafter the "Effective Date").

The undersigned, jointly and severally, does hereby guarantee and agree to pay any and all indebtedness of any nature whatsoever incurred by _____ (hereinafter referred to as "Company") to Obligee.

It is understood that this Guarantee shall be continuing, unconditional and irrevocable guarantee to repay and indemnify such indebtedness of Company. Guarantor hereby agrees that all rights, remedies and recourses afforded to Obligee by reason of this Guarantee or otherwise are separate and cumulative and may be pursued separately, successively or concurrently as occasion therefore shall arise and are nonexclusive and shall in no way limit or prejudice any other legal or equitable right, remedy or recourse which Obligee may have. Guarantor hereby waives notice of default, nonpayment and notice thereof and consents to any modification or renewal of the credit agreement hereby guaranteed. Guarantor further agrees to pay all costs, interest and reasonable attorney's fees incurred by Obligee in collecting any amounts hereby guarantee, whether from Company or Guarantor.

In the event that any provision in the Guarantee shall be construed by a court of competent jurisdiction to be unlawful or enforceable and if the offending provision can be reformed to effect the clear intention of the parties herein, then, the offending provision shall be so reformed and the remainder of the Guarantee shall remain in full force as written. If the provision cannot be reformed to affect the clear intention of the parties hereto, then, this Guarantee shall be deemed to be reformed to exist as now written but without the offending provision.

The undersigned hereby consents to the jurisdiction of any State Court in Miami-Dade County, Florida and agrees that any action or lawsuit filed between the parties shall be brought in any State Court in Miami-Dade County, Florida and agrees venue is proper herein.

Effective Date of Executed Agreement

I hereby agree to bind myself to pay you promptly on demand, without offset, credit or deduction of any kind, any sum which may become due to you by Company, a bankruptcy trustee, a creditor of the Company or any other person as a return of a preferential payment made to you by the Company pursuant to bankruptcy or insolvency laws.

Executed at _____, this ____ day of _____, 20____

Signature of Personal Guarantor

SSN: _____ Signature: _____

Home Address: _____

Print Name _____

Personally appeared before me this ____ day of _____, 20____, _____ that he/she hereby acknowledges the execution of the foregoing instrument.

Notary Public _____ STAMP: _____

Print Name _____