

**PERSONAL GUARANTY**

This personal guaranty is given by the undersigned individual, hereafter referred to as "Guarantor" to Roslyn Supply Company (hereinafter "Roslyn") to induce Roslyn to extend credit or otherwise become a creditor of (name of Company) \_\_\_\_\_, (hereafter referred to as "Company"). The undersigned Guarantor hereby personally guarantees to Roslyn the prompt payment of all invoices and accounts of customer now existing or hereafter arising. This personal guaranty is continuing and unlimited.

The indebtedness hereunder shall include any and all service charges, costs of collection, costs of suit and/or attorney's fees added to the account. The Guarantor hereby agrees to the terms and conditions of the Credit Application and Agreement above, which is incorporated herein by reference.

The Guarantor hereby waives notice of the acceptance of this Guarantee and all notice of the sale and delivery of goods and merchandise by Roslyn to Company and all notice of defaults by Company, and of any change in terms under the Credit Application and Agreement.

Whenever under the terms hereof, the liability of the undersigned shall accrue. the undersigned hereby authorize and empower the Prothonotary, Clerk or any attorney of any Court of Record in any jurisdiction to appear for and confess judgment as often as necessary against Guarantor in favor of Roslyn, its successors or assigns, for any sum or sums unpaid by Company. as of any term, with or without declaration filed, plus interest and costs of collection, costs of suit and reasonable attorney's fees in the amount of thirty three percent (33%) of the total indebtedness owed by Company to Roslyn, which attorney's fees are hereby expressly agreed to be reasonable, without stay of execution, and inquisition and extension upon any levy on real estate are hereby waived and condemnation agreed to, and the exemption of personal property from levy and sale on any execution hereon is also expressly waived, and no benefit of exemption shall be claimed under and/or by virtue of any exemption law now in force or which may hereafter passed, and all errors hereby released.

If more than one person signs this Personal Guarantee, the word Guarantor is hereby deemed to plural and the liability of such guarantor is joint and several. If any provision hereof is held by any court to be invalid or unenforceable, such invalidity or unenforceability shall not effect the validity or enforceability of any other provision hereof, nor shall it adversely effect any other right or remedy Roslyn may have against the undersigned or any one of them. This personal guarantee shall be binding on whoever signs it, whether or not anyone else, who is designated hereon or who was otherwise intended to sign it by Roslyn, Company and/or any Guarantor, has done so. Any attempt to limit the liability of any or all of the undersigned, by signature in representative capacity, such as by affixing a corporate name and/or office, shall be ineffective.

IN WITNESS WHEREOF, the undersigned have executed this instrument, intending to be legally bound,

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
GUARANTOR (HUSBAND)

\_\_\_\_\_  
GUARANTOR (WIFE)

\_\_\_\_\_  
GUARANTOR (HUSBAND)

\_\_\_\_\_  
GUARANTOR (WIFE)