

**PERSONAL GUARANTY
PRIME SUPPLY and AFFILIATED COMPANIES**

FOR AND IN CONSIDERATION, of Prime Supply including any successors in interest, affiliated companies, subsidiaries, and/or assigns (“CREDITOR”), extending at your request, an Open Account Credit and Security Agreement to _____
Print Name of BUYER (Your Company)
(hereinafter “BUYER”), the following named person or persons (hereinafter “GUARANTORS”):

1. _____ , _____ ,
Print Name of Guarantor Social Security Number

Residing at _____ ,
Address City County State Zip

2. _____ , _____ ,
Print Name of Guarantor Social Security Number

Residing at _____ ,
Address City County State Zip

Guaranty to Creditor the payment of all monies now or hereinafter due CREDITOR from BUYER under the following terms and conditions:

1. GUARANTORS personally, jointly, and severally guarantee to CREDITOR the prompt, punctual, and full payment as directed by CREDITOR either verbally and/or in writing.
2. If BUYER fails to pay CREDITOR any sum invoiced by CREDITOR, GUARANTORS agree to bind themselves to pay CREDITOR on demand any sum which may become due to CREDITOR by the BUYER. The obligations of GUARANTORS shall, at the election of CREDITOR, be primary and not necessarily secondary to the obligations of BUYER, and CREDITOR shall not be required to exhaust its remedies against BUYER prior to enforcing its rights under this Personal Guaranty against the GUARANTORS. It is understood that this Personal Guaranty shall be a continuing and irrevocable guaranty for such indebtedness of the BUYER to CREDITOR.
3. GUARANTORS waive notice of default, non-payment, and notice thereof, and consent to any modification or renewal of the Open Account Credit and Security Agreement (“AGREEMENT”) between CREDITOR and BUYER and guaranteed by this personal guaranty. GUARANTORS further waive all surety ship defenses or defenses in the nature thereof, generally, GUARANTORS shall not assign or delegate its rights and obligations herein without the prior written approval of CREDITOR. CREDITOR may assign, transfer or delegate its rights under this Personal Guaranty, to any party, at any time, without notice to GUARANTOR or BUYER.
4. In the event that it becomes necessary to place any account guaranteed by this Personal Guaranty with an attorney and/or third parties for the collection of any unpaid balances, GUARANTOR agrees to pay all costs of collection, including pre-judgment reasonable attorney fees, collection costs, interest, post judgment attorney fees, interest, collection costs and all costs and fees related to any appellate proceedings, if applicable.
5. GUARANTORS agree that this Personal Guaranty shall be deemed to have been made to the United States in the State of Texas and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Texas, without reference to principles of conflicts of laws thereof. To the fullest extent permitted by law, GUARANTORS consent to submit to the jurisdiction of the courts of or for the State of Texas in connection with any action or proceeding arising from or related to this Personal Guaranty. The venue for all suits, counterclaims, causes of actions and/or legal proceedings arising from or related to the Personal Guaranty shall be instituted and maintained, at CREDITOR’S discretion, in any court of competent jurisdiction in county of Tarrant in the State of Texas.
6. This Personal Guaranty shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

