PERSONAL GUARANTEE TEMPLATE

This Personal Guarantee Agreement ("Agreement") is made and entered into as of the

_____ day of _____ ,

20 _____ , by and between:

Guarantor: Name: _____ Address:

_____ City, State, Zip:

_____

Creditor: Name: _____ Address:

_____ City, State, Zip:

_____

Primary Obligor: Name: _____ Address:

_____ City, State, Zip:

_____

1. DEFINITIONS

1.1 "Guarantor" refers to the individual who agrees to personally repay the debt or fulfill the obligation if the Primary Obligor fails to do so.

1.2 "Creditor" refers to the entity or individual to whom the debt or obligation is owed.

1.3 "Primary Obligor" refers to the entity or individual primarily responsible for the debt or obligation.

1.4 "Obligation" refers to the debt or duty of the Primary Obligor as specified in the underlying

agreement between the Primary Obligor and the Creditor.

1.5 "Agreement Date" refers to the date on which the underlying agreement between the Primary Obligor and the Creditor was executed.

2. GUARANTEE

The Guarantor hereby unconditionally and irrevocably guarantees to the Creditor the full and prompt payment and performance of all obligations of the Primary Obligor under the terms of the agreement dated _____ , 20 _____ , between the Primary Obligor and the Creditor.

3. NATURE OF GUARANTEE

This guarantee is a continuing, absolute, and unconditional guarantee of payment and performance and not of collection, and the liability of the Guarantor shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against the Primary Obligor or any other person.

4. CONSIDERATION

The Guarantor acknowledges that the execution and delivery of this Agreement is a condition precedent to the Creditor entering into the underlying agreement with the Primary Obligor, and that the Creditor is relying on this Agreement in extending credit or other financial accommodations to the Primary Obligor.

5. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ . Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts located in _____ , and the parties hereby consent to the jurisdiction thereof.

6. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

8. NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses specified above.

9. AMENDMENT

This Agreement may not be amended or modified except in writing signed by both the Guarantor and the Creditor.

10. DEFAULT AND REMEDY

In the event of default by the Primary Obligor, the Creditor may proceed directly against the Guarantor without first exhausting remedies against the Primary Obligor. The Guarantor waives any right to require the Creditor to proceed against the Primary Obligor or any other party or to pursue any other remedy.

11. WAIVER OF DEFENSES

The Guarantor waives any defense arising by reason of any disability or other defense of the Primary Obligor or by reason of the cessation from any cause whatsoever of the liability of the Primary Obligor.

12. TERMINATION

This Agreement shall remain in effect until the full and final payment and performance of the

obligations guaranteed hereunder. The Guarantor may not terminate this Agreement without the prior written consent of the Creditor.

IN WITNESS WHEREOF, the parties have executed this Personal Guarantee Agreement as of the date first above written.

Guarantor:

Signature: _____

Date: _____

Print Name: _____

Creditor:

Signature: _____

Date: _____

Print Name: _____

Witness:

Signature: _____

Date: _____

Print Name: _____

Notary Public:

Signature: _____

Date: _____

Print Name: _____

Commission Expiration Date: _____