



1-877-40-KINGS

Fax: (718) 853-5884

www.KingsNY.com

PERSONAL GUARANTY

For valuable consideration, the receipt of which is hereby acknowledged, and to induce **Kings Building Material LLC and/or Kings Ready Mix, Inc.**, hereafter referred to as the "Seller," its successors and assigns, at any time or from time to time to provide credit to and/or to sell merchandise on credit to _____ for merchandise and/or goods sold by Seller to the Purchaser, the undersigned individually and if plural, jointly and severally, hereby personally and unconditionally guarantee(s) the payment of any and all bills, invoices and purchase orders for merchandise, goods and/or products sold by the Seller to the Purchaser.

Whereby it is acknowledged that the Seller would not sell merchandise, goods or products to Purchaser unless the Guarantor named herein executes a personal guaranty and guarantees the payment to Seller for any merchandise, goods and/or products sold to Purchaser.

This is a continuing guarantee and shall cover and apply to all transactions entered into by the Purchaser prior to receipt by the Seller of a written notice of the termination of this guarantee by any of the undersigned, but no such termination shall effect any obligations of any of the undersigned pursuant to this guarantee existing until such notice is actually received by the Seller and any termination by one of the undersigned shall not affect continuing obligations hereunder of such of the undersigned as do not give such notice of termination.

The undersigned expressly agrees that this guarantee shall be in no way affected by any extensions of time to make payment and/or the acceptance by the Seller of bills, checks and other instruments for the payment of money and/or extensions or renewals thereof. Each of the undersigned hereby waives any and all defenses in the nature thereof and agrees that the Seller may deal with the Purchaser in such manner as the Seller may determine and without in any way affecting the liability hereunder of any of the undersigned. In addition, if the Purchaser is unable to pay for the merchandise sold by the Seller, the Seller may bring immediate suit on this guarantee against the guarantor or guarantors without exhausting its remedies against the Purchaser and without first giving notice of the Purchaser's failure to pay. In the event Seller resorts to a collection agency or attorney, Purchaser and/or guarantor shall be responsible for legal fees in the amount of 33% of Seller's claims or reasonable attorney's fees as determined by a Court of competent jurisdiction.

The undersigned may at any time terminate this guarantee by giving ten (10) days notice in writing to the Seller located at **703 Third Avenue, Brooklyn, New York 11232**, or at any address provided to Purchaser and Guarantor by Seller, whereupon liability of the undersigned shall terminate as to the deliveries made subsequent to the expiration of said ten (10) day period. It shall nevertheless continue in full force as to all deliveries made at or prior to the expiration of said ten (10) day period.

It is further agreed that this guarantee shall continue notwithstanding any change in organization, corporate or limited liability company setup or partnership change unless the Seller receives notice of such change at least five (5) days prior to delivery of any merchandise and/or goods and that this guarantee shall be binding upon the heirs, personal representatives, estates, successors and assigns of each of the undersigned.

The undersigned shall be responsible individually as a guarantor or guarantors to the extent of any balances owed to the Seller. This Guaranty shall not be affected or discharged by the death or the undersigned, but shall bind Guarantor's heirs and personal representatives, and shall inure to the benefit of any successors or assigns of Purchaser.

This guarantee is enforceable against the undersigned guarantor and/or guarantors whether or not the signatures are witnessed. This guaranty constitutes the entire agreement between Seller and Guarantor. No oral or written representation not contained herein shall in any way affect this Guaranty, which shall not be modified except by the parties in writing. Waiver by Seller of any provision hereof in one instance shall not constitute a waiver as to any other instance.

The undersigned authorizes Seller, now or at any time in the future, to obtain credit reports, bank references or any other information necessary to determine the creditworthiness of the undersigned.

IMPORTANT: THIS AGREEMENT CREATES SPECIFIC LEGAL OBLIGATIONS. DO NOT SIGN IT UNTIL YOU HAVE FULLY READ IT. BY SIGNING THIS GUARANTY, YOU COMPLETELY AGREE TO ITS TERMS.

In Witness Whereof, the undersigned Guarantor(s) has/have executed this Guaranty.

Dated: _____
_____, New York

X _____
GUARANTOR'S SIGNATURE

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

COMPANY NAME

SOCIAL SECURITY NUMBER _____