

Personal Guaranty

Lease/Finance/Rental Agreement No.: _____

Lessee/Borrower/Rentee: _____

(also known as the **"Obligor"**)

This Personal Guaranty (the **"Guaranty"**) is executed by the individual identified below (the **"Guarantor"**) in favor of _____ (**"Obligee"**).

The above named Lessee/Borrower/Rentee (a/k/a **"Obligor"**) and Obligee are parties to that certain agreement providing for payments by Obligor to Obligee with respect to the use or acquisition of certain equipment and/or other assets, which agreement is identified in Obligee's records as the above referenced Lease/Finance/Rental Agreement number (the **"Agreement"**). Guarantor has agreed, under the terms set forth herein, to guaranty Obligor's obligations to Obligee. Guarantor understands that the guaranty of Obligor's obligations is a critical factor in Obligee's credit assessment and has been relied upon by Obligee in its decision to enter into the Agreement.

For good and valuable consideration, the adequacy of which Guarantor acknowledges, Guarantor hereby promises as follows:

1. Guarantor hereby unconditionally guarantees, as a direct and primary obligation, the full and timely performance of all payment and non-payment obligations owed by Obligor to Obligee, including those that arise under the Agreement and those that arise under any prior existing or future agreements entered into between Obligor and Obligee (each a **"Guaranteed Agreement"**). Guarantor also agrees to pay all of Obligee's out-of-pocket expenses, including attorney's fees, incurred by Obligee in connection with the enforcement of this Guaranty.
2. This is a guaranty of payment, not collection. If a default occurs under a Guaranteed Agreement, Obligee may, in its discretion, immediately proceed directly against the Guarantor to recover all amounts then owing from Obligor to Obligee. Obligee may do this without first: (i) proceeding against Obligor or any other party; or (ii) exercising any rights against the equipment that is subject to the Guaranteed Agreement. Guarantor hereby waives any rights it may have to receive notice of acceptance, presentment, demand, protest or defaults. Guarantor also acknowledges that its obligations under this Guaranty will not be diminished (and may be increased) by any of the following occurrences, whether or not Obligor receives notice of them: (a) any amendments, modifications, extensions or other changes to a Guaranteed Agreement made by Obligee and Obligor; or (b) any concessions, waivers or accommodations made by either Obligee or Obligor.
3. This Guaranty contains the entire understanding of the parties with respect to the guaranty of Obligor's obligations to Obligee under the Guaranteed Agreements and supersedes any prior discussions, negotiations, representations, agreements or understandings. Any modification, change or amendment to this Guaranty may be made only in a writing signed by the Guarantor and Obligee. A waiver by Obligee of a specific right or its failure to promptly and fully exercise its rights under this Guaranty at one point in time shall not preclude it from doing so in the future. This Guaranty is freely assignable by Obligee, but no Guarantor may assign this Guaranty or any of the obligations hereunder to any party without Obligee's prior written consent. This Guaranty shall bind the Guarantor's respective administrators, representatives, successors and authorized assigns. If any term of this Guaranty is held to be invalid, the remainder of this Guaranty shall not be affected. This Guaranty may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

Consent to Law, Jurisdiction and Venue. Without limiting your right to bring action against me in courts of other jurisdictions, I consent to the jurisdiction of the courts located in the state of South Carolina for the resolution of all disputes arising under the Agreement or this Guaranty. I expressly waive any right to trial by jury in any action between us.

Guarantor: _____ **By:** _____ **Date:** _____
(Print Name of Guarantor) (Signature)

Guarantor: _____ **By:** _____ **Date:** _____
(Print Name of Guarantor) (Signature)