

PERSONAL GUARANTY

In consideration of labor, materials, services, rentals, parts or equipment given or to be given to _____ (herein called the Customer) by CONSTRUCTION MACHINERY INDUSTRIAL, LLC (herein called CMI, LLC), and in consideration of CMI, LLC's agreeing to deal with the customer, the undersigned, on behalf of themselves and of the marital communities consisting of themselves and their respective wives, if married, hereby jointly and severally guarantee payment to CMI, LLC of all liabilities and indebtedness which the Customer has incurred or is under or may incur or be under to CMI, LLC whether arising from dealings between CMI, LLC and the Customer or from other dealings by which CMI, LLC may become in any way a creditor of the Customer.

CMI, LLC may apply all money received from the Customer or otherwise or from collateral upon such part of the Customer's indebtedness as CMI, LLC may think best, without in any way limiting or lessening the liabilities of the undersigned under this guaranty.

CMI, LLC shall not be bound to exhaust its recourse nor to take any action against the Customer or other parties on the collateral it may hold before being entitled to payment by the undersigned of all amounts hereby guaranteed, but may make such demands and take such actions it deems advisable.

This shall be a continuing guaranty and shall be binding without notice to the undersigned of its acceptance, and shall cover all liabilities which the Customer may incur or be under until the undersigned shall have given CMI, LLC notice in writing to make no further advances on the security of this guaranty; provided that such notice by any one or more of the undersigned shall not lessen nor diminish in any way the liability of the undersigned on any indebtedness or liability incurred prior to receipt by CMI, LLC of such notice, nor lessen nor diminish the liability of others of the undersigned who shall not give such notice; and in the event of such notice CMI, LLC may cease to make any further advances to the Customer.

Notice of default on the part of the Customer is hereby waived; and the undersigned jointly and severally agree to remain bound notwithstanding any extensions or renewals of any indebtedness or the liabilities hereby guaranteed or any part thereof; and consent is hereby given to CMI, LLC to make such option further compound and settle with the Customer or any of the undersigned of other guarantor and surrender any securities which it may now or hereafter hold belonging to the Customer, without notice to any of the undersigned and without affecting in any way the obligations of any of the undersigned to CMI, LLC.

The undersigned guarantee and represent that they are stockholders, or directors or officers and/or are financially interested in the Customer, which is a corporation, and if married, their marital communities are so interested.

(CMI, LLC is hereby authorized to investigate the credit record of the undersigned guarantor(s) and to return to proper persons and bureaus and discharged of obligations incurred under any credit advance by CMI, LLC)

DATED at _____, this _____ day of _____, 20____
(City, State)

Signed By:

Name and Address:

