**Banas Concrete Service**

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246 Fuller Street

Ludlow, MA 01056

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PERSONAL GUARANTY

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by Banas Sand & Gravel Company, Inc. (“Banas”) to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Company”), the undersigned

 (print customer’s company name on line above)

 (“Guarantor”), unconditionally guarantees to Banas the full and prompt payment by the Company of all obligations which the Company presently or hereafter may have to Banas, and payment when due of all sums presently or hereafter owing by the Company to Banas. The Guarantor agrees to indemnify Banas against any losses Banas may sustain and expenses Banas may incur as a result of any failure of the Company or the Guarantor to perform or pay, including reasonable attorney’s fees and all costs and other expenses incurred in collecting or compromising any indebtedness of the Company guaranteed hereunder or in enforcing this Guaranty against the Guarantor. This shall be a continuing Guaranty. Diligence, Demand, Protest or notice of any kind is waived. This Guaranty shall remain in full force until the Guarantor delivers to Banas written notice revoking it, in which case such revocation shall apply only to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of the Guarantor’s obligations hereunder with respect to indebtedness incurred prior to delivery of revocation.

This Guaranty is intended to take effect as a sealed instrument to be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and shall inure to the benefit of Banas and its successors in title and assigns, and shall be binding on the Guarantor and the Guarantor’s heirs, assigns and legal representatives. If this Guaranty is signed by more than one Guarantor, the obligations of each Guarantor shall be joint and several.

**The undersigned Guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this Guaranty, hereby authorizes Banas to obtain a credit report, from time to time as may be needed, in the credit evaluation process.**

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Sign Name Print Name Date

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Sign Name Print Name Date

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Witness