

INDIVIDUAL PERSONAL GUARANTY

1. IN CONSIDERATION of Temperature Equipment Corporation and or Temp Excel Properties, LLC, dba; National Excelsior Company (hereinafter "creditor") extending credit to

(INSERT COMPANY NAME ABOVE hereinafter "customer") and for other valuable consideration, the undersigned, (hereinafter "guarantor") does hereby guarantee payment by the customer to the creditor for all services and or merchandise which has hereto fore been and/or hereafter is purchased by the customer and not paid for, and for any other expenses incidental to said transactions, including reasonable attorney fees and collection costs totaling 25% of the principal and interest due hereunder. The guarantor further agrees that, on failure of the customer to pay for such purchases upon maturity of the invoices therefore, said guarantor shall immediately pay the amounts thereof, and the additional charges and expenses enumerated above, together with interest, at the customary rate as charged by creditor or at the maximum legal rate (whichever is the lesser), from maturity of each invoice to the date of payment.

2. The creditor shall not be required first to exhaust or pursue any remedy it may have against the customer.
3. This guaranty shall be a continuing one and shall remain in full force and effect until written notice, canceling same, shall be sent by the guarantor to the creditor by registered mail, return receipt requested, and received by the creditor at its offices. Upon such cancellation, the guarantor shall remain liable for all services and/or goods theretofore shipped and for all services and/or goods thereto fore ordered, although not shipped until after such cancellation.
4. The guarantor hereby waives notice of the acceptance of this guaranty by the creditor, of any transactions with the customer, of any change of the terms, any extension of time, any extension of credit to the customer, and of any non-payment or defaults by the customer.
5. The guarantor waives any right of set-off, recoupment or counterclaim, that he may possess against creditor which guarantor may have against customer. The guarantor waives any right of subrogation against customer of the claim(s) of creditor.
6. In any suit brought on this guaranty, creditor shall only be required to establish the amount due to it from said customer, and the books and records of the creditor, when so proved, shall be conclusive evidence of the obligation of both the customer and the undersigned.
7. The designation of "guarantor" as contained herein, includes multiple guarantors, and when the document is signed by more than one person as guarantor, shall be construed as binding on all guarantors jointly and severally. **THIS IS AN INDIVIDUAL GUARANTY AND ALL GUARANTORS, WHETHER ONE OR SEVERAL, SHALL BE PERSONALLY AND INDIVIDUALLY LIABLE, IRRESPECTIVE OF ANY DESIGNATION OF TITLE OR POSITION IN ANY WAY APPENDED TO THEIR SIGNATURE HEREIN.**
8. This guaranty shall be construed pursuant to the laws of the State of Illinois.
9. The undersigned hereby authorizes creditor to utilize a consumer credit report as contemplated by this credit application. This personal guarantee survives any change in ownership or formation unless the Credit Manager of creditor is informed of changes by certified letter. The undersigned as an individual hereby knowingly consent to the use of such credit report consistent with the **Federal Fair Credit Reporting Act** as contained in 15 U.S. C. 1681 et seq.

Signature _____ Print Name _____
 Home Address _____ Own or Rent? (Circle one)
 City, State, Zip _____ Driver's License # _____
 Social Security # _____ Date _____

Signature _____ Print Name _____
 Home Address _____ Own or Rent? (Circle one)
 City, State, Zip _____ Driver's License # _____
 Social Security # _____ Date _____

Notary Public _____ My Commission Expires _____

Date _____

PLEASE NOTE: SIGNATURE MUST BE NOTARIZED!