



PERSONAL ABSOLUTE GUARANTY OF PAYMENT AND PERFORMANCE

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In consideration of the extension from time to time of credit and/or other financing accommodations by Thermal Supply, Inc.

TO _____
Full Legal Name (Company)

OF _____
Address

("Debtor"), the undersigned hereby (jointly and severally, if more than one) absolutely and unconditionally guarantee(s) the full, prompt and faithful payment and performance of any and all indebtedness and any other obligations of Debtor to Thermal Supply, Inc. now owning or hereafter to be incurred, including, without limitation, the prompt payments, as specified therein, of each and all notes, checks, drafts, conditional sale agreements, retail installment contracts, chattel mortgages, contracts, trust receipts, security agreements, and other obligations of every kind and description, made, signed, drawn, accepted, endorsed or guaranteed by Debtor or with respect to which the Debtor is in any other manner obligated, which Thermal Supply, Inc. may now have or hereafter purchase or otherwise acquire.

The undersigned hereby (jointly and severally, if more than one) absolutely and unconditionally further guarantee(s) the full, prompt and faithful performance by the Debtor of any and all terms, conditions and covenants required to be performed by the Debtor under and instrument of obligation or indebtedness described herein.

It is agreed that:

- (a) This is a continuing guaranty.
- (b) This guaranty shall be binding upon the undersigned, and the undersigned's heirs, executors, administrators, successors and assigns.
- (c) The undersigned expressly waive(s) presentment, demand, protest, or notice of any kind.
- (d) The undersigned hereby consent(s) to any extension of time of payment, renewal or modification of any instrument of obligation or indebtedness referred to herein without notice of any kind.
- (e) This guaranty includes, without limitation, the guaranteeing by the undersigned of the full, prompt and faithful payment of the amount of any damage or deficiency suffered or incurred by Thermal Supply, Inc. by reason of any default by Debtor in connection with any instrument of obligation or indebtedness as described in the first paragraph hereof, and the all prompt and faithful payment of all costs and expenses (including, but not limited to reasonable attorney's fees) incurred by Thermal Supply, Inc. in the enforcement of this guaranty.
- (f) In the event of litigation involving the enforcement of this guaranty, the undersigned agree(s) to submit to the jurisdiction of the courts of the County and State in which the holder is situated.
- (g) No amendment, refinancing extension or transfer of any instrument of obligation or indebtedness as aforesaid, or waiver or variation of any of the terms and conditions thereof, or change in the time or amount of payment due there under will affect the liability of the undersigned under the guaranty.

In witness whereof, this guaranty has been signed and sealed by the undersigned on the date(s) indicated.

Guarantor Name and Address

Guarantor Name and Address

By _____
Signature of Individual Date

By _____
Signature of Individual Date