

U.L. Wholesale Lighting Fixtures Corp.
4-05 26th Avenue
Astoria, N.Y. 11102
Tel: (718) 726-7500 Fax: (718) 626-8812

PERSONAL GUARANTY

U.L. Wholesale Lighting Fixtures Corp. (hereinafter "UL") has agreed to extend credit to _____ (hereinafter "Debtor"). In consideration for the extension of credit by UL to the Debtor, the undersigned (hereinafter "Guarantor") hereby unconditionally and absolutely guarantees payment of all sums Debtor shall at any time owe to UL, for goods or services sold and delivered to, or performed for the benefit of Debtor, whether such indebtedness is in the form of notes, invoices, bills, accounts or otherwise (hereinafter the "Obligation").

Guarantor understands and acknowledges that this Personal Guaranty will be relied upon by UL to extend credit to Debtor and will be relied upon by UL on each and every instance that UL extends credit to Debtor, and that UL would not extend credit to Debtor in the absence of this Personal Guaranty. This Personal Guaranty shall apply to any new or additional indebtedness incurred by Debtor until such time as this Personal Guaranty is revoked by the Grantor upon ten days written notice sent to UL, certified mail return receipt requested. Additionally, this Personal Guaranty shall remain in effect and shall be a continuing and absolute obligation, notwithstanding any subsequent revocation, so long as any Obligations remain unpaid or outstanding.

Guarantor acknowledges that Guarantor's credit history may be a relevant factor in evaluating this Personal Guaranty and hereby consents and authorizes UL to obtain and review Guarantor's consumer credit report from time to time, in connection with Guarantor's obligations pursuant to this Personal Guaranty.

In addition to any sums due to UL for goods and services provided to Debtor, the Obligation shall additionally include any and all costs and expenses incurred by UL in enforcing or collecting the Obligation from Debtor, or from Guarantor pursuant to this Personal Guaranty, including reasonable attorney's fees, collection agency fees, court costs, and any reasonable costs and disbursements, and shall include, but shall not be limited to, any costs incurred in obtaining a judgment, and enforcing and collecting such judgment. The Obligation shall additionally include an interest charge of one and a half percent (1.5%) per month or the highest rate permitted by law, whichever is less, on any sum due and owing to U.L. by Debtor for more than thirty days, until such sum is collected by UL.

This Personal Guaranty and the liability and obligations of Guarantor shall bind Guarantor's heirs, executors, administrators, successors and assigns and all references herein to UL shall include its successors, transferees and assigns. Guarantor unconditionally guarantees the immediate payment of the Obligation in the event of the assignment for the benefit of creditors or commencement of any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceedings by or against the Debtor or Guarantor, or upon the appointment of a receiver for, or the attachment, restraint of, or making or levying of any order of court or legal process affecting the property of the Debtor or Guarantor.

In proceeding against Guarantor pursuant to this Personal Guaranty, UL may proceed against Guarantor without first proceeding against the Debtor, or proceeding against any security interest or pursuing any other remedy whatsoever. Guarantor waives all presentments, demands for performance, protests, and notices, including, without limitation, notices of non-performance, notices of protest, notice of acceptance to this Personal Guaranty and notices of the existence, creation, or incurring of new or additional Obligations.

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In the event more than one party executes this Personal Guaranty as a Guarantor, then each Guarantor agrees to be jointly and severally liable for all Obligations.

No invalidity, irregularity or unenforceability of all or any part of the Terms and Conditions of Sale Agreement or other document prepared or executed in connection with goods and services provided to Debtor by UL which may form the basis of the indebtedness giving rise to the Obligation, or any revision, modification, or change thereof, shall serve to invalidate, extinguish, limit or modify this Personal Guaranty.

This Personal Guaranty shall be governed by and construed in accordance with the laws of the State of New York and any judicial proceeding brought in connection with the Obligations of this Personal Guaranty and shall be brought in the Courts of the State of New York, County of Queens. In the event of any judicial proceeding in connection with the Obligations of this Personal Guaranty, Guarantor agrees not to object to jurisdiction or venue, agrees that service by certified or registered mail shall constitute sufficient service of process, waives the right to implead any additional parties, and agrees not to assert the right to trial by jury.

Guarantor states that Guarantor has had the opportunity to review the terms of this Personal Guaranty with an attorney, and has done so, or has elected not to do so but nevertheless understands the terms of this Personal Guaranty and the consequences and obligations arising there from.

Dated: _____

Title: _____

Address: _____

Print Name: _____

City: _____

Signature: _____

State: _____

S.S. No.: _____

Zip Code: _____

ID No.: _____

State of New York, County of Queens

Sworn to me this _____ day of _____, 20____.

Notary Public Signature

U.L. Wholesale Lighting Fixtures Corp. agrees to protect the personal disclosed information in the strictest confidence according to applicable laws and will only use the information to establish the accuracy of such information and the credit worthiness of the Applicant. In order to do such, information may be forwarded to other credit institutions in establishing such objectives.