

Account # _____

PAYMENT GUARANTEE

As an inducement to W.E. JOHNSON EQUIPMENT COMPANY to extend credit to _____
(List Company Name or Individual Applying For Credit)

hereafter referred to as Obligor, of _____
(Street) (City) (State) (9 digit zip)

the undersigned jointly and severally guaranty to W.E. Johnson Equipment Company, hereinafter to as "Creditor", the punctual payment and prompt performance of all terms, provisions and conditions of any and all liabilities or obligations of the Obligor including those obligations that the Obligor may now owe or which the Obligor may, at any time hereafter owe, to Creditor whether said indebtedness or obligation arises from or is evidenced by written agreement (contract) or open account or otherwise, and the payment on demand of the entire unpaid balance if the Obligor defaults on the payment or any installment at its due date or in any other manner, without first requiring Creditor to proceed against the Obligor or to liquidate any security, and, the undersigned further agrees to be bound by and on demand to pay any deficiency established by a sale of any collateral held, with or without notice. The undersigned hereby waives notice of acceptance of this Guaranty, notice of default by the Obligor and presentment, protest and demand and notice of protest and demand or any of them with respect to any note or other instrument or agreement to which the Obligor may be a party. The undersigned expressly agrees to remain bound under this Guaranty, notwithstanding Creditor's extension of time or performance to, the granting of or any other indulgence to, or any other modification of any obligation of the Obligor and/or the acceptance alteration or release of any security, whether provided by the Obligor or any other person. The undersigned further agrees to be bound by and on demand to pay Creditor any and all sums that a Trustee or Debtor (Obligor), pursuant to The Bankruptcy Code, 11 U.S.C., Sections 101-1330 (as it now exists or may hereafter be amended), might recover from Creditor, and the undersigned waives any and all rights of subrogation and/or contribution. If more than one party signs this Guaranty, all obligations and liabilities created shall be the joint and several obligation and liability of each of said parties. This Guaranty is unlimited in amount and is a continuing, indivisible and cumulative Guaranty. The validity, construction, interpretation and administration of this Guaranty shall be governed by the substantive laws of the State of Florida without regard to principles or conflict of law. All debts incurred under this guarantee shall be non-dischargeable in any U.S. Bankruptcy proceeding.

Revocation of this Guaranty shall be effective as of ten (10) days from the receipt of written notice of revocation sent by the undersigned by registered mail to the Creditor. The liability of the undersigned shall continue with respect to any transaction with any obligation of the Obligor incurred prior to the effective date of termination. No termination hereof shall be effected by the withdrawal of any of the undersigned as a stockholder, officer, director, or employee of the Obligor or the death of any of the undersigned.

This Guaranty is fully enforceable irrespective of any defenses which the Obligor may assert, including but not limited to failure of consideration, breach of warranty, payment, statute of limitations, accord and satisfaction and usury. The undersigned agrees to pay to Creditor a reasonable attorney's fee or the actual attorney fees paid by Creditor to its attorney, whichever is greater, plus all costs of collection and all other costs and expenses which may be incurred by Creditor relative to collection of the indebtedness due and owing whether suit be instituted or not and in the event of suit or litigation, whether incurred in connection with trial or appellate proceedings or a bankruptcy case. Should suit be instituted foray indebtedness due and owing W.E. Johnson Equipment Company the undersigned consents to venue being in Lee County, Florida.

The undersigned KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAVES THE RIGHT TO A TRIAL BY JURY. The parties further agree that this waiver of trial by jury is a material inducement for Creditor to extend credit to the indersigned. This Guaranty shall inure to the benefit of Creditor, its successors and assigns, and to any person whom Creditor may grant an interest in any of the obligations or debts of the Obligor and shall be binding upon the undersigned and their respective successors, representatives and assigns. This Guaranty shall not be modified except by instrument in writing signed by the undersigned and a duly authorized officer of Creditor. Unless the Guarantor is a corporation, the signature below is the personal signature of that person, and this is the personal guaranty of that person, regardless if that person is identified in any other capacity. A facsimile or copy of this Guaranty shall be enforceable as an original, and this Guaranty may be executed and enforced in counterparts.

Guarantor hereby authorizes and will sign all documents necessary to allow W.E. Johnson Equipment Co., to review the credit history of the guarantor. WITNESS my/our hand(s) and seal(s) this _____ day of _____, 20_____.

WITNESS:

Guarantor(s):

(Print Name)

(Legal Signature)

(Home Address)

(Social Security #) (Date of Birth)

(Print Name)

(Legal Signature)

(Home Address)

(Social Security #) (Date of Birth)