



**PERSONAL GUARANTY**

I (your Name) \_\_\_\_\_ residing at \_\_\_\_\_

I (your Name) \_\_\_\_\_ residing at \_\_\_\_\_  
for and in consideration of ROCSTORAGE, INC. (hereafter ROCSTOR) extending credit at my request to \_\_\_\_\_ (hereafter Customer), hereby personally guarantee the payment to Rocstor in the state of California of any obligation of Customer and I hereby agree to bind myself to pay Rocstor on demand any sum which may become due to Rocstor by Customer, whenever Customer shall fail to pay the same. Further, I hereby subordinate any indebtedness of Customer which it may have to me to the indebtedness of Customer owed to Rocstor. Guarantor agrees to so pay and perform in accordance with the terms of the indebtedness and other contracts between Customer and Rocstor, without requiring Rocstor to exercise, pursue or enforce any right or remedy Rocstor has against Customer, any co-guarantor (whether hereunder or under a separate instrument) or any other party. Guarantor hereby consents that from time to time Rocstor may, without notice to Guarantor and without affecting any liability of Guarantor, (a) exchange, release, sell (by foreclosure or otherwise), consent to the transfer of, apply or otherwise deal with any collateral for repayment of the indebtedness at the election of Rocstor, (b) refinance, extend, renew or accelerate the indebtedness or other obligations in whole or in part, (c) waive or fail to enforce any of its rights under any instruments evidencing, relating to or securing the indebtedness, or other obligations, or (d) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate, in any manner, any of the indebtedness or other obligations, or any indebtedness of any co-guarantor (whether hereunder or under a separate instrument) or any other party.

Guarantor acknowledges that all payments due hereunder are required to be made to Rocstor at Rocstor 's above stated address in Los Angeles County, California, and Guarantor further acknowledges that an appropriate forum for litigation with respect to the enforcement of this Personal Guaranty shall be in a court of competent jurisdiction in Los Angeles County, California. Notwithstanding the place of residence of Guarantor or the place of execution of this Personal Guaranty, the laws of the State of California shall control the construction, interpretation and enforcement of this Personal Guaranty and all matters related to this Personal Guaranty, without application or reference to conflict of laws provisions.

It is understood that this Personal Guaranty is a general, continuing, absolute, unconditional and irrevocable guarantee and indemnity for such indebtedness of Customer, is enforceable by Rocstor, its successors and assigns, and is binding upon Guarantor and Guarantor's heirs and assigns and shall inure to the benefit of Rocstor's successors and assigns. Guarantor hereby waives notice of default, non-payment and notice hereof and consent to any modification or renewal of the indebtedness hereby guaranteed. If more than one person shall execute this Personal Guaranty, the singular shall include the plural and the terms "undersigned" and "Guarantor" shall mean all persons signing this Personal Guaranty, and each of them shall be jointly and severally obligated hereunder. All of Rocstor's rights and remedies hereunder are cumulative and not alternative.

EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM BROUGHT BY EITHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS PERSONAL GUARANTY OR THE RELATIONSHIP OF ROCSTOR AND GUARANTOR HEREUNDER.

It is understood by Guarantor that any defaults, failure to pay when due or credit experience on the part of Guarantor may be reported by Rocstor to a consumer credit reporting agency.

The undersigned Guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this Personal Guaranty, hereby consents to and authorizes the use of a consumer credit report on the undersigned Guarantor, by Rocstor as a business credit grantor, from time to time as may be needed, in the credit evaluation process.

\_\_\_\_\_  
Guarantor Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Guarantor's name

\_\_\_\_\_  
SS#

\_\_\_\_\_  
Home Address