

GUARANTY AGREEMENT

In consideration of credit or other financial accommodations heretofore and hereinafter granted by **RAWSON MATERIALS**, or any of its affiliates, subsidiaries or related entities ("Seller") to the Buyer named in the Credit Application, the undersigned (jointly and severally if more than one) unconditionally guarantee(s) payment and performance from or by the Buyer of any and all obligations of Buyer to Seller. "Obligations", means any and all credits and advances made by Seller prior to, on or after the date hereof, to or for the account of Buyer, and any and all interest, expenses, liabilities, charges, costs of collection, including reasonable attorney's fees or other expenses, due or to become due, now existing or hereafter arising, and the performance and fulfillment by Buyer, of all the terms, conditions, promises, covenants, and provisions contained in any sales agreement, credit agreement or any other present or future agreement or arrangement between Buyer and Seller, written or oral.

This Guaranty Agreement shall not be impaired by any modification, waiver, release or other alteration of any of the obligations or arrangements whatsoever with the Buyer or anyone else. The liability of each Guarantor hereunder is direct and unconditional and may be enforced without requiring Seller to first resort to any other right, remedy or securities; that the Guarantor shall have no right of subrogation, reimbursement or indemnity whatever nor any right of recourse to security for debts and obligations of the Buyer to the Seller, unless and until all of said debts and obligations have been paid in full. Each Guarantor waives notice of acceptance, presentment and protest of any instrument, and notice thereof; notice of default; and all other notices to which such Guarantor might otherwise be entitled.

Each Guarantor agrees that this Guaranty Agreement shall continue to be effective or be reinstated, as the case may be, if at any time payment of all or any part of the obligation is rescinded or otherwise must be restored by Seller to Buyer or to the creditors of Buyer, or to any representative of Buyer or its creditors or representatives of the creditors of any Guarantor upon the insolvency, bankruptcy or reorganization of Buyer, or to any Guarantor or to the creditors or representatives of the creditors of Guarantor upon the insolvency, bankruptcy or reorganization of any Guarantor, or otherwise all as though such payment had not been made.

This Guaranty Agreement shall be binding upon heirs, executor, administrators, successor and assigns of each Guarantor and shall **inure** to the benefit of Seller and its successors and assigns.

This is a continuing Guaranty, and shall be revocable only as to transactions entered between Seller and Buyer after the receipt by Seller of a notice of termination, sent by the Guarantor(s), by certified or registered mail, return receipt requested, to Seller's principal office.

This Guaranty Agreement shall **not** be discharged or in any way affected by the death of any or all of the undersigned Guarantors. Nothing in this Guaranty Agreement shall be construed as an obligation on the part of the Seller to sell goods or extend credit to the Buyer, or as an obligation to continue to sell goods or extend credit. In any action or proceeding involving this Guaranty Agreement, the Seller's books and records of the account of Buyer shall be admissible as prima facie evidence of the obligations due from Buyer to Seller.

This Guaranty Agreement shall be construed to apply to all obligations of the Buyer, without limitation. Any credit limits established by Rawson Materials from time to time are for its internal auditing procedures. They are not a limit of the Buyer's Guarantors' liability hereunder. Guarantors' approval is not necessary at any time in order to extend Buyer's credit limit.

Initials **THE UNDERSIGNED HEREBY EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS HE/SHE/IT MAY HAVE TO A NOTICE AND HEARING UNDER CONNECTICUT GENERAL STATUE CHAPTER 903A AND ANY OTHER STATUTORY OR CONSITUTIONAL RIGHT HE/SHE/IT MAY HAVE TO NOTICE AND HEARING PRIOR TO THE USE OF ATTACHMENT, GARNISHMENT, OR OTHER PREJUDGMENT REMEDY PROCEDURES BY RAWSON MATERIALS, IN THE COLLECTION OF ACCOUNTS OF THE UNDERSIGNED.**

Company Name: _____

Date: _____

Personal Guarantor

Personal Guarantor

PLEASE PRINT NAME (No Title)

PLEASE PRINT NAME (No Title)