

PERSONAL GUARANTY

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the undersigned, and if more than one, each of them, jointly and severally, (hereinafter jointly and severally "Guarantor(s)") unconditionally (and if an individual personally) guarantee any and all obligations due and to become due of \_\_\_\_\_ ("Company") to Building Material Dealers Association or any subsidiary or affiliates, if any, of it (all of whom are hereinafter referred to as "BMDA") including but not limited to payment of all amounts, including invoice amounts, damages, late payment charges, attorney fees and costs and any other indebtedness, which may now or at any time in the future may be owing by the Company, or any successor thereof, to BMDA for any reason. This is an open, unlimited and continuing guaranty ("Guaranty") and Guarantor(s) agree that any and all credit and other rights provided to the Company now and at any time in the future are done so by BMDA in material reliance on this Guaranty notwithstanding any other rights or remedies BMDA may have now or at any time in the future relating to the collection of such sum(s) by any other means or methods.

In case of any suit or action is commenced by BMDA for collection of any debt guaranteed hereby, the prevailing party shall be entitled to its collection costs and reasonable attorney fees and costs (whether in the state or federal courts, including but not limited to the bankruptcy courts), including but not limited to those incurred prior to and at any trial, any court annexed arbitration, on any appeal, and on denial of any petition for review. Jurisdiction for any action may, at the sole option of BMDA, be the courts of the State of Oregon with venue in Washington County. Guarantor(s) consent to such jurisdiction and venue. This Guaranty shall be governed by and construed in accordance with Oregon law without resort to its principles on conflict of laws.

**Guarantor(s)**

**NOTE: By signing this Guaranty you are agreeing to be personally liable**

Signature: \_\_\_\_\_, personally  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_, personally  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_