



## PERSONAL GUARANTY

FOR VALUE RECEIVED and in consideration of and as an inducement for MAR-FLEX SYSTEMS, INC. to sell its products to \_\_\_\_\_ hereinafter "Principal", the undersigned Guarantor hereby guarantees to MAR-FLEX SYSTEMS, INC., the full and prompt payment of all invoices, interest, all other sums and charges due payable by Principal for the shipment of any and all product from MAR-FLEX SYSTEMS, INC. and the full and timely performance and observance of all the covenants, terms, conditions set forth in the general Purchase Agreement executed between MAR-FLEX SYSTEMS, INC. and Principal. Guarantor hereby covenant and agree that if default shall at any time be made by Principal in the payment of any principal, interest and charges which shall remain uncured for a period of thirty (30) days, the Guarantors will promptly pay such principal, interest and any other charges to MAR-FLEX SYSTEMS, INC., and/or perform and fulfill all such terms, covenants and conditions on said Purchase Agreement in an amount equal to the outstanding balance then due including all unpaid principal, interest and other charges.

This Guaranty is an absolute and unconditional guaranty of payment and of performance. It shall be enforceable against the Guarantor, without the necessity of any suit or proceedings on MAR-FLEX SYSTEMS, INC., part of any kind or nature whatsoever against Principal and without the necessity of any notice of non-payment, non-performance, non-observance, acceptance of this Guaranty, or any other notice or demand to which the Guarantor hereby expressly waives. The Guarantor hereby expressly agrees that the validity of this Guaranty and the obligation of the Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or failure to assert by MAR-FLEX SYSTEMS, INC., against Principal of any of the rights and remedies available to MAR-FLEX SYSTEMS, INC. or by release of Principal from any of Principal's obligations under the Purchase Agreement in connection with proceedings under the Bankruptcy laws now or hereafter in effect.

This Guaranty shall be a continuing guaranty and the liability of the Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Purchase Agreement, or by reason on any extension of time that may be granted by MAR-FLEX SYSTEMS, INC. to Principal or by reason of any dealings or transactions or matters or things occurring between MAR-FLEX SYSTEMS, INC., to Principal whether or not the Guarantor has knowledge or notice thereof.

All MAR-FLEX SYSTEMS, INC.'S rights and remedies under the said Purchase Agreement or under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be an exclusion or a waiver of any of the others. This Guaranty shall be binding upon MAR-FLEX SYSTEMS, INC. and Principal and their respective successors, heirs and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Personal Guaranty as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Guarantor