



Engineered Plastic Solutions

Engineering | Custom Fabrication | Manufacturing

Personal Guarantee

For good and valuable consideration, the receipt and sufficiency of which the undersigned hereby acknowledges, and as a material inducement to TriStar Plastics Corp. ("TriStar") to extend credit to _____ (the "Customer") under the Commercial Credit Application and Agreement (the "Agreement") to which this Personal Guaranty is attached, the undersigned unconditionally and irrevocably personally guaranties and promises to perform all obligations of the Customer to TriStar, including all payment and performance obligations arising at any time under the Agreement and/or under any order placed by Customer with TriStar. The undersigned certifies that all services and products to be purchased from TriStar are being used for commercial purposes and not for family, household or personal uses.

The undersigned hereby waives all notices of every kind and nature and waives to the fullest extent permitted by law all suretyship defenses. The undersigned further agrees and acknowledges that i) Tri-Star would not extend credit to Customer without this Personal Guaranty and ii) the undersigned will derive personal benefit from TriStar extending credit to Customer.

The undersigned understands and agrees that in the event of any default in payment by Customer, in addition to all other amounts owed to TriStar the undersigned shall pay to TriStar all of TriStar's costs and expenses of collection including reasonable attorneys' fees and disbursements (whether or not litigation is initiated).

This Personal Guaranty and all matters pertaining to the business relationship between the undersigned and TriStar shall be governed by and construed under the internal laws of the Commonwealth of Massachusetts without regard for its choice of law principles. Any lawsuit concerning any dispute arising under or relating to this Personal Guaranty or to the business relationship between the undersigned and TriStar shall be initiated and litigated in a state court located within Worcester County in the Commonwealth of Massachusetts, which courts shall have exclusive jurisdiction over any such proceedings. The undersigned agrees to submit to the personal jurisdiction of the state courts located within the Commonwealth of Massachusetts and waives any objection to personal jurisdiction in such courts for the purposes of such proceedings.

Executed as an instrument under seal on this _____ day of _____, 20____.

Signed: _____ Print Name: _____

SSN: ___ / ___ / ___ DOB: _____

Address: _____ City: _____ ST: ___ Zip: _____

Witnessed By: _____ Print Name: _____

Please Fax Back to: 1-508-845-1200 and send original to Richard Cedrone.