



JSC Terminal, LLC, dba Midwest Terminal  
PO Box 959 / 725 N. 5<sup>th</sup> Street  
Paducah, KY 42002-0959  
Phone: (270) 442-0362 / Fax: (270) 444-6224

**PERSONAL GUARANTY**

This Personal Guaranty ["Guaranty"] is made with respect to the Commercial Credit Application and Agreement of the following Applicant with JSC Terminal, LLC dba Midwest Terminal ["Midwest Terminal" or the "Lender"]:

Legal Name of Business/Proprietor [the "Applicant"]: \_\_\_\_\_

Date of Applicant's Commercial Credit Application and Agreement: \_\_\_\_\_

In consideration of Midwest Terminal extending credit and/or providing other financial accommodation to the Applicant identified on the Commercial Credit Application and Agreement referenced above, and as an inducement to the Lender to extend credit to the Applicant, the undersigned [individually or collectively, in the singular or the plural, as "Guarantor"] jointly and severally hereby guarantees the full and prompt payment when due, and at all times thereafter, of any and all indebtedness of Applicant at any time and from time to time, to Midwest Terminal under the aforementioned Commercial Credit Application and Agreement and the Terms and Conditions contained therein; and the Guarantor further agrees to pay all expenses, including reasonable attorneys' fees, legal expenses, and/or collection costs, paid or incurred by the Lender in endeavoring to collect any indebtedness owed under the Commercial Credit Application and Agreement referenced above and/or in enforcing this Guaranty. The Guarantor authorizes the Lender to obtain credit and financial information concerning Guarantor at any time and from any source. The liability of the Guarantor hereunder is direct and unconditional, and Lender shall have the right to proceed against the Guarantor immediately upon any default by the Applicant and shall not be required to take any action or proceedings of any kind against the Applicant or any other party liable for the Applicant's debts or obligations before proceeding against the Guarantor hereunder.

The Terms and Conditions of the afore-mentioned Commercial Credit Application and Agreement referenced above are incorporated herein by reference, as if fully set forth herein.

The Guarantor states that he/she has read this Guaranty and has also read the Commercial Credit Application and Agreement referenced above and understands the same, including the Terms and Conditions therein.

**GUARANTOR SIGNATURE:**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Guarantor

\_\_\_\_\_  
Address of Guarantor

\_\_\_\_\_  
Signature of Guarantor's Spouse

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Guarantor's Spouse

Check here if Guarantor is not married

*If Applicant is an individual or sole proprietor, Applicant's spouse, if any, must sign the Personal Guaranty. If Applicant is a corporation, partnership, limited liability company, or other business association, at least one of the Applicant's principals (shareholders, partners or members) and the principal's spouse, if any, must sign the Personal Guaranty.*