

Deseret Book® / Shadow Mountain®

40 East South Temple • Salt Lake City, Utah 84111 • P O Box 30178 • Salt Lake City, Utah 84130-0178
Phone 801-534-1515 • Fax 801-517-3119

PERSONAL GUARANTY

The following personal information and the accompanying financial statement are given to induce Deseret Book to extend credit to the commercial account applicant listed below and to rely upon the personal Guaranty of the undersigned. The Guarantor acknowledges and authorizes Deseret Book to obtain consumer credit reports from any agency in considering the credit worthiness of the undersigned and for the purpose of an update renewal of extension of credit. The information herein and in the accompanying financial statement is true and correct.

Wholesale account name (Debtor) _____

Name of Guarantor _____ SS # _____

Street Address _____ City _____

State _____ Zip _____ Province _____ Country _____

Home Phone _____ Years at this address _____ E-mail _____

Employer _____ Phone # _____

PREVIOUS ADDRESS IF AT PRESENT ADDRESS LESS THAN 3 YEARS

Street address _____ City _____

State _____ Zip _____ Province _____ Country _____

Former Employer _____ Phone _____

Have you ever filed bankruptcy, either personally or as an officer or owner of a company? ___ Yes ___ No

If yes, Year _____ State where filed _____ Company name _____

BANK REFERENCE

Bank _____ Acct # _____ Phone _____

Address _____ City _____ State _____ Zip _____

CREDIT REFERENCES

Name 1 2 3

Address _____

City State Zip _____

Phone _____

Account # _____

UNCONDITIONAL AND CONTINUING GUARANTY

The undersigned (Guarantors) jointly and severally unconditionally guarantee the prompt payment in full when due and at all times thereafter of any and all indebtedness owed by Debtor to Deseret Book whether such indebtedness is incurred for purchases or otherwise. The Guarantors agree to pay any and all collection costs, court costs and attorney fees. The Guarantors agree to pay finance charges as set forth in the terms on the credit application. Guarantors acknowledge receipt of valuable consideration for their Guaranty and acknowledge that it is to the direct pecuniary benefit of each to make this Guaranty.

This is a continuing guaranty of all indebtedness now existing or which may be incurred in the future, including also any indebtedness incurred after payment of any account or debt, and this Guaranty may be revoked as to any one or more guarantors only upon receipt by Deseret Book at its home office in Salt Lake City, Utah of written notice or revocation, and such notice or revocation shall not affect the liability of other guarantors and shall not affect liability with respect to indebtedness incurred prior to the actual receipt of such notice.

Guarantors waive notice of any indebtedness or liability incurred during the existence of the Guaranty and any renewal and extension; waive notice of any extension or renewal; waive notice of all default, non-payment or partial payment of any indebtedness; and waive all right to require that Deseret Book first proceed against the Debtor, proceed against or exhaust any security given, or pursue any other power or remedies. Guarantors waive notice of any modification or change in or the extension of credit terms and such modifications, changes and extensions may be done at the discretion of Deseret Book without the Guarantors consent.

The obligation of the Guarantors are joint and several and are independent of obligation of the Debtor. Separate actions may be brought against any or all of the Guarantors and independently of whether action is brought against the Debtor and whether the Debtor is joined in any such action.

This Guaranty shall not be construed to as an obligation to extend credit to the Debtor, and any refusal to extend credit on any occasion shall not affect the liability of the Guarantors.

Where only a single Guarantor executes this Guaranty, then all words used herein in the plural shall be deemed to have been used in the singular where the context so requires. When this Guaranty is executed by more than one Guarantor, the word "Guarantor" shall mean all or any one or more of the Guarantors and the liability of the Guarantors is joint and several. The liability of the guarantors shall not be affected by (a) the failure of any one person to sign this Guaranty even if at the time of undertaking herein the Guarantors or any one or more of them contemplated that such person would be party to the Guaranty; (b) the revocation of guaranty by any one or more of the Guarantors; (c) the death of one or more of the Guarantors; (d) release or substitution by Deseret Book Company of any one or more of the Guarantors.

This Guaranty shall not affect the liability of any of the Guarantors under any prior guaranty, and the execution of any guaranty at a later date shall not affect liability under this Guaranty.

This Guaranty shall by binding on the undersigned and their heirs and legal representatives, and the estate of a deceased Guarantor shall be liable for all indebtedness of Debtor incurred after the death of such Guarantor until actual notice of death is received by Deseret Book.

This Guaranty shall for all purposes be deemed to be made in and shall be governed by the laws of the State of Utah.

I/We acknowledge, understand and accept the stated terms and certify that the information given herein is true and accurate.

Signature _____ Date _____

Printed name _____