

**CONTINUING GUARANTY**

**STATE OF:**  Louisiana

**BY:** \_\_\_\_\_

**PARISH OF:** \_\_\_\_\_

**TO:**  Lumber Investors, LLC d/b/a Martin Building

**Materials**

BE IT KNOWN, that on this, the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, personally came and appeared \_\_\_\_\_, hereinafter called Guarantor(s), who declared that by reason of the extension of credit by  Lumber Investors, L.L.C. d/b/a Martin Building Materials  of  Pineville  hereinafter called Creditor, unto \_\_\_\_\_, hereinafter called Debtor(s), which said credit has been extended to Debtor(s) by Creditor at the request of Guarantor(s), for the benefit said Guarantor(s) receives therefrom, Guarantor(s) does hereby give this Continuing Guaranty to said Creditor, his transferees or assigns for payment in full, together with all interest, fees, and charges of whatsoever nature and kind, of any indebtedness, direct or contingent, of said Debtor(s) to said Creditor up to the amount of \_\_\_\_\_, whether due or to become due, and whether now existing or hereafter arising; and Guarantor(s) hereby binds and obligates himself (themselves), his (their) heirs and assigns, jointly and severally and/or in solido with said Debtor(s) for the payment of the said indebtedness, precisely as if the same had been contracted and was due or owing by Guarantor(s) individually, hereby agreeing to and binding himself (themselves), his (their) heirs and assigns, for all the terms and conditions contained in any accounts of Debtor(s), note of notes signed or to be signed by said Debtor(s), making himself (themselves) a party thereto; and waiving all notice and pleas of discussion and division, Guarantor(s) agrees to pay upon demand, at any time to said Creditor, his transferees or assigns, the full amount of said indebtedness up to the amount of this Guaranty, together with interest, fees and charges as above set forth, becoming subrogated in the event of payment in full by Guarantor(s), to the claim of said Creditor, his transferees or assigns, together with whatever security Creditor may hold against said indebtedness. The Creditor may extend any obligation of the Debtor(s) one or more times. He may surrender any securities held by Creditor, without notice or consent from Guarantor(s), and Guarantor(s) shall remain at all times bound hereby, notwithstanding such extensions and/or surrender.

Guarantor(s) further declared that this Continuing Guaranty is absolute and complete, and that acceptance and notice of acceptance thereof by the Creditor are therefore unnecessary and they are hereby expressly waived.

Guarantor(s) acknowledge that the indebtedness of Debtor(s) to Creditor is a commercial or business debt, no part of which involves a consumer or non-business transaction.

This Continuing Guaranty shall be governed by and construed in accordance with the substantive laws of the State of Louisiana

THUS DONE AND SIGNED at \_\_\_\_\_,  Louisiana , on the day, month and year herein first above written before the two undersigned competent witnesses and Notary Public, after reading of the whole.

ATTEST:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Witness

\_\_\_\_\_

Notary Public  
My Commission Expires: