



PERSONAL GUARANTY

THIS PERSONAL GUARANTY (this “**Guaranty**”), dated as of the date set forth below, is made by the undersigned (jointly and severally, “**Guarantor**”) in favor of **COSMOS GRANITE TX** (“**Vendor**”).

WHEREAS, the principal debtor named below (“**Principal Debtor**”) desires to open an account and extension of credit from Vendor (the “**Credit Account**”); and

WHEREAS, Guarantor is an equity owner, partner, officer or affiliate of Principal Debtor, and will benefit directly and materially from the Credit Account; and

WHEREAS, it is a condition to Vendor opening the Credit Account that Guarantor execute and deliver this Guaranty for the benefit of Vendor;

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Guaranty of Payment and Performance. Guarantor hereby guarantees to Vendor the full and punctual payment when due and the performance of all liabilities and other obligations of Principal Debtor to Vendor, whether direct or indirect, absolute or contingent, due or to become due, secured or unsecured, now existing or hereafter arising or acquired, including without limitation a 1.5% monthly service charge assessed against any delinquent balance on the Credit Account (collectively, the “**Obligations**”). If there is more than one Guarantor, the Guarantors shall be jointly and severally liable for the Obligations. This Guaranty is an absolute, unconditional and continuing guaranty of the full and punctual payment and performance of the Obligations and not of their collectability only and is in no way conditioned upon any requirement that Vendor first attempt to collect any of the Obligations from Principal Debtor or resort to any security or other means of obtaining their payment. Should Principal Debtor default in the payment or performance of any of the Obligations, or in the event that Principal Debtor or Guarantor shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of its property, (ii) admit in writing its inability to pay or fail generally to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated bankrupt or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debts, dissolution or liquidation statute, or an answer admitting the material allegations of a petition filed against it in a proceeding under any such law, the obligations of Guarantor hereunder shall become immediately due and payable to

Vendor, without demand or notice of any nature, all of which are expressly, permanently and irrevocably waived by Guarantor. Payment and performance by Guarantor hereunder may be required by Vendor on any number of occasions pursuant to the terms hereof.

2. Agreement to Pay. Guarantor further agrees, as the principal obligor and not as a guarantor only, to pay to Vendor, on demand, all costs and expenses (including court costs and legal fees and expenses) incurred or expended by Vendor in connection with the enforcement of this Guaranty, together with interest on amounts recoverable under this Guaranty from the time such amounts become due until payment, at the rate of interest equal to the lesser of (i) 1.5% per month or (ii) the maximum rate permitted to be paid under applicable law.

3. Waivers by Guarantor; Vendor's Freedom to Act. Guarantor expressly, permanently and irrevocably waives presentment, demand, protest, notice of acceptance, notice of Obligations incurred and all other notices of any kind, all defenses which may be available by virtue of any valuation, stay, moratorium law or other similar law now or hereafter in effect, any right to require the marshalling of assets of Principal Debtor, and all suretyship defenses generally. Without limiting the generality of the foregoing, Guarantor agrees to the provisions of any instrument evidencing, securing or otherwise executed in connection with any of the Obligations and agrees that the obligations of Guarantor hereunder shall not be released or discharged, in whole or in part, or otherwise affected by the following: (i) the failure of Vendor to assert any claim or demand or to enforce any right or remedy against Principal Debtor or any collateral for any of the Obligations; (ii) any extensions or renewals of any of the Obligations; (iii) any rescissions, waivers, amendments or modifications of any of the terms or provisions of any agreement evidencing, securing or otherwise executed in connection with any of the Obligations; (iv) the substitution or release of any entity primarily or secondarily liable for any of the Obligations; (v) the adequacy of any rights Vendor may have against any collateral or other means of obtaining repayment of any of the Obligations; or (vi) the impairment of any collateral securing any of the Obligations, including without limitation the failure to perfect or preserve any rights Vendor might have in such collateral or the substitution, exchange, surrender, release, loss or destruction of any such collateral.

4. Unenforceability of Obligations. If for any reason Principal Debtor has no legal existence or is under no legal obligation to discharge any of the Obligations, or if any of the Obligations have become irrecoverable from Principal Debtor by operation of law or for any other reason, this Guaranty shall nevertheless be binding on Guarantor to the same extent as if Guarantor at all times had been the principal obligor on all such Obligations. In the event that acceleration of the time for payment of any of the Obligations is stayed upon the insolvency, bankruptcy or reorganization of Principal Debtor, or for any other reason, all such amounts otherwise subject to acceleration under the terms of any agreement, document or instrument evidencing, securing or otherwise executed in connection with any of the Obligations shall be immediately due and payable by Guarantor.

5. Successors and Assigns. This Guaranty shall be binding upon Guarantor and Guarantor's successors, heirs and assigns, and shall inure to the benefit of and be enforceable by Vendor, its successors, transferees and assigns.