IN THE COURT OF APPEALS OF TENNESSEE
AT NASHVILLE
March 25, 2015 Session

MLG ENTERPRISES, LLC v. RICHARD JOHNSON

Appeal from the Chancery Court for Williamson County
No. 35543 Timothy L. Easter, Chancellor

No. M2014-01205-COA-R3-CV – Filed July 9, 2015

The lessor of commercial property brought this action for breach of a lease agreement against the tenant, a limited liability company, and the tenant's president/owner, Richard Johnson, whom Plaintiff contends agreed to be personally liable for "all of tenant's obligations" under the lease. Mr. Johnson signed the lease in two places. It is undisputed that his first signature was in a representative capacity on behalf of the tenant; the disputed issue is whether his second signature expresses a clear intent to be personally liable for the tenant's obligations. After a default judgment was entered against the tenant, Mr. Johnson's alleged personal liability was tried without a jury. At the close of Plaintiff's proof, Mr. Johnson made an oral motion for involuntary dismissal. The trial court granted the motion, concluding that Mr. Johnson did not personally agree to be liable for the tenant's obligations. This determination was based on the findings that Mr. Johnson was entitled to the presumption that he signed the lease in a representative capacity because he handwrote the words "for Mobile Master Mfg. L.L.C." after his second signature, and that the sole provision in the lease, which states that he agreed to be personally liable, was not in capital or bold letters, nor was the one-sentence paragraph indented or otherwise emphasized. The court also noted that the signature provision at issue did not bear the title Guarantor. Plaintiff appealed. As the foregoing indicates, our review is benefited by the trial court's Tenn. R. Civ. P. 41.02 findings of facts and conclusions of law, which disclose the reasoned steps by which the trial court reached its ultimate conclusion and enhance the authority of the trial court's decision. Having reviewed the trial court's findings of fact in accordance with Tenn. R. App. P. 13(d), we have concluded that the evidence does not preponderate against the trial court's findings, and that the trial court identified and properly applied the applicable legal principles. For these reasons, we affirm.

Tenn. R. App. P. 3 Appeal as of Right; Judgment of the Chancery Court Affirmed

FRANK G. CLEMENT, JR., P.J., M.S., delivered the opinion of the Court, in which RICHARD H. DINKINS, J., joined. W. NEAL MCBRAYER, J., filed a dissenting opinion.

J. Brad Scarbrough, Brentwood, Tennessee, for the appellant, MLG Enterprises, LLC.

L. Marshall Albritton, Nashville, Tennessee, for the appellee, Richard Johnson.

OPINION

MLG Enterprises, LLC ("Plaintiff"), the lessor under a commercial lease agreement with Mobile Master Manufacturing, LLC ("Mobile Master"), seeks to hold the appellee, Richard L. Johnson, personally liable for the obligations of Mobile Master based upon one provision in the Lease Agreement. The first paragraph of the Lease Agreement at issue reads as follows:

> This Lease Agreement made and entered into as of the 1st day of October, 2007, by and between **MLG ENTERPRISES LLC,** a Tennessee limited liability company (hereinafter referred to as "Landlord") and **MOBILE MASTER MANUFACTURING, LLC,** a limited liability [sic] formed and governed under the laws of the State of New Mexico and qualified to do business in the State of Tennessee as *Mobile Master Trucks & Mobile Master Fabrications* (hereinafter referred to as "Tenant").[1]

Paragraph 37 of the Lease Agreement, titled "PERSONAL LIABILITY," states:

> In consideration of Landlord entering into this Lease with Tenant, Richard L. Johnson hereby agrees that he shall be personally liable for all of Tenant's obligations under this Lease and executes this Lease for this purpose.

With the exception of two lines on the signature page at the end of the Lease Agreement, this one-sentence paragraph is the only place in the eighteen-page agreement where Mr. Johnson's name appears. The signature page contains three sections for signatures: one for "LANDLORD," one for "TENANT," and a third for "Richard L. Johnson." The Lease Agreement was admitted into evidence and a scanned copy of the signature page, as executed by the parties, appears as follows:

[1] "Mobile Master Trucks & Mobile Master Fabrications" is handwritten on a blank pre-printed line.

37. PERSONAL LIABILITY:

In consideration of Landlord entering into this Lease with Tenant, Richard L. Johnson hereby agrees that he shall be personally liable for all of Tenant's obligations under this Lease and executes this Lease for this purpose.

IN WITNESS WHEREOF, Landlord and Tenant have respectively signed this Lease on the dates and the places set forth below.

EXECUTED BY LANDLORD, THIS

_____ DAY OF OCTOBER, 2007.

LANDLORD:

MLG ENTERPRISES LLC

ATTEST/ WITNESS:

_____

By: _____
Michael L. Griffith
President / Owner

****

EXECUTED BY Tenant, THIS

_____ DAY OF OCTOBER, 2007.

TENANT:

MOBILE MASTER MANUFACTURING LLC

ATTEST/ WITNESS:

_____

By: _____ (C.E.O.)
Richard L. Johnson
President/ Owner

****

EXECUTED BY Richard L. Johnson, THIS

_____ DAY OF OCTOBER, 2007.

ATTEST/ WITNESS:

_____

_____ Mobile Master Mfg. L.L.C.
Richard L. Johnson

The words handwritten by Mr. Johnson on the blank line above and beside his typed name in the last section provided for his signature read: "*Richard L. Johnson for Mobile Master Mfg. L.L.C.*"

The Lease Agreement expressly authorizes "any consumer reporting agency" to disclose information about Mobile Master's "credit history, credit worthiness, credit standing, and capacity to perform when under the terms of this Lease." However, the Lease Agreement does not authorize the disclosure of any information concerning Mr. Johnson's personal finances, credit history, or capacity to perform his obligation "to be personally liable for all of Tenant's obligations under this Lease." Moreover, the term "guarantor" does not appear in the lease.

In October 2008, Mobile Master stopped paying rent. In February 2009, Plaintiff filed an action against Mobile Master and Mr. Johnson, alleging that Mobile Master was in breach of the lease and that Mr. Johnson was personally liable for the unpaid rent. Mr. Johnson, as an individual, filed an answer denying that he was personally liable and contending that both his signatures were executed in a representative capacity. Mobile Master never answered the complaint, and Plaintiff moved for a default judgment against it. The trial court granted this motion.

In August 2012, Plaintiff filed a motion for a judgment on the pleadings, arguing that there was no dispute that the contract was authentic and that Mr. Johnson was personally liable for Mobile Master's obligations; therefore, it was entitled to a judgment as a matter of law. The trial court denied this motion finding that the pleadings "create[d] a material question of fact." Thereafter, Plaintiff filed a motion for summary judgment. The trial court denied Plaintiff's motion for summary judgment finding that there was a genuine issue of material fact.

The case was tried without a jury in September 2013. After Plaintiff presented its case-in-chief, Mr. Johnson made an oral motion for a directed verdict. The trial court treated Mr. Johnson's motion as a motion for an involuntary dismissal under Tenn. R. Civ. P. 41.02.[2] After hearing from counsel, the trial court granted the motion and dismissed Plaintiff's claims against Mr. Johnson.

In the written order that followed, the trial court set forth extensive findings of fact and conclusions of law that included the determination that Mr. Johnson had clearly expressed his intent to sign in a representative capacity by handwriting the words "for Mobile Master Mfg. L.L.C." next to his signature and that these words were sufficient to raise a presumption that Mr. Johnson's signature was a representative one.[3] The trial court concluded that paragraph 37, the personal liability provision, did not control the

[2] As the trial court correctly determined, motions for directed verdict are not appropriate in bench trials. *Burton v. Warren Farmers Co-op*, 129 S.W.3d 513, 520 (Tenn. Ct. App. 2002). The proper motion in a bench trial is a motion for involuntary dismissal under Tenn. R. Civ. P. 41.02(2). *See id.*; *Wilson v. Monroe Cnty.*, 411 S.W.3d 431, 438-39 (Tenn. Ct. App. 2013), *appeal denied* (June 12, 2013).

[3] The relevant portions of the trial court's extensive findings of fact and conclusions are quoted later in this opinion.

outcome of the case because it was typed in the same font as the rest of the lease, and the paragraph was not indented, set off, or written in capital letters. The trial court also found it relevant that the lease did not contain the term "guarantor" and that Mr. Johnson's second signature was not identified as the signature of a "Guarantor."

In the final order, which was entered in June 2014, the trial court reiterated the fact that Plaintiff's claim against Mr. Johnson had been dismissed and rendered a substantial judgment in favor of Plaintiff against Mobile Master for damages resulting from its breach of the lease.

The judgment against Mobile Master is not at issue in this appeal. Instead, Plaintiff's appeal is limited to the dismissal of its claim against Mr. Johnson.[4]

ANALYSIS

This appeal comes to us from the trial court's order granting Mr. Johnson's motion for involuntary dismissal at the close of Plaintiff's proof. A complaint may be dismissed pursuant to Tenn. R. Civ. P. 41.02(2) if the plaintiff failed to demonstrate a right to the relief sought. *Shore v. Maple Lane Farms, LLC*, 411 S.W.3d 405, 413 (Tenn. 2013) (citing *City of Columbia v. C.F.W. Constr. Co.*, 557 S.W.2d 734, 740 (Tenn. 1977)). A trial court that entertains a Rule 41.02(2) motion for involuntary dismissal must weigh and evaluate the evidence just as it would after all the parties had presented their evidence. *Id*. at 414 (citing *Building Materials Corp. v. Britt*, 211 S.W.3d 706, 711 (Tenn. 2007)); *see City of Columbia*, 557 S.W.2d at 740. The court may dismiss the plaintiff's claim if the plaintiff has failed to make out a prima facie case. *Shore*, 411 S.W.3d at 414 (citing *Britt*, 211 S.W.3d at 711); *Smith v. Inman Realty Co.*, 846 S.W.2d 819, 822 (Tenn. Ct. App. 1992).

> Appellate courts review a trial court's decision to grant an involuntary dismissal in accordance with Tenn. R. App. P. 13(d). Accordingly, we must review the record de novo, presuming that the trial court's factual findings are correct unless the evidence preponderates otherwise. If the trial court has not made a specific finding on a particular matter, we review the record

[4] In addition to its contention that the trial court erred by granting Defendant's motion for involuntary dismissal, Plaintiff contends the court erred by denying Plaintiff's motions for judgment on the pleadings and for summary judgment. Our ruling on the involuntary dismissal issue renders these additional issues moot. Moreover, a trial court's decision to deny a motion for summary judgment is not reviewable when the trial court conducts a trial on the merits of the case. *See Arrow Elec. v. Adecco Emp't Servs., Inc*., 195 S.W.3d 646, 650 (Tenn. Ct. App. 2005) ("[W]hen the trial court's denial of a motion for summary judgment is predicated upon the existence of a genuine issue as to a material fact, the overruling of that motion is not reviewable on appeal when subsequently there has been a judgment rendered after a trial on the merits.").

> to determine where the preponderance of the evidence lies without employing a presumption of correctness.
>
> The presumption of correctness afforded by Tenn. R. App. P. 13(d) applies only to findings of fact, not to conclusions of law. We review a trial court's resolution of legal issues without employing a presumption of correctness, and we reach our own independent conclusions. A trial court's interpretation of statutes, procedural rules, and local ordinances involves questions of law which appellate courts review de novo without a presumption of correctness.
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> When reviewing a trial court's grant of a Tenn. R. Civ. P. 41.02(2) motion to dismiss, the reviewing court must affirm the trial court's decision unless the evidence preponderates against the trial court's factual determinations or the trial court's decision is based on an error of law that affects the outcome of the case.

Shore, 411 S.W.3d at 414 (internal citations omitted).

Whenever a trial court grants a Rule 41.02 motion for involuntary dismissal, it is required to "find the facts specially and . . . state separately its conclusions of law." Tenn. R. Civ. P. 41.02(2). This requirement parallels the mandate in Tenn. R. Civ. P. 52.01, which applies to all actions tried upon the facts without a jury. *See* Tenn. R. Civ. P. 41.02, 2010 Advisory Comm'n cmt.; *see also* Tenn. R. Civ. P. 52.01 ("In all actions tried upon the facts without a jury, the court shall find the facts specially and shall state separately its conclusions of law . . . .").

The rationale for these mandates is because findings of fact and conclusions of law facilitate appellate review by "affording a reviewing court a clear understanding of the basis of a trial court's decision," and in the absence of such findings, "this court is left to wonder on what basis the court reached its ultimate decision." *In re Estate of Oakley*, No. M2014-00341-COA-R3-CV, 2015 WL 572747, at *10 (Tenn. Ct. App. Feb. 10, 2015) *reh'g denied* (Tenn. Ct. App. Mar. 16, 2015) (quoting *In re Christian G.*, No. W2013-02269-COA-R3-JV, 2014 WL 3896003, at *2 (Tenn. Ct. App. Aug. 11, 2014)).

In the context of Rule 52.01, our Supreme Court has explained the reasoning for the requirement to make findings of fact and conclusions of law as follows:

> Requiring trial courts to make findings of fact and conclusions of law is generally viewed by courts as serving three purposes. First, findings and conclusions facilitate appellate review by affording a reviewing court a clear understanding of the basis of a trial court's decision. Second, findings and conclusions also serve "to make definite precisely what is being

> decided by the case in order to apply the doctrines of estoppel and res judicata in future cases and promote confidence in the trial judge's decision-making." A third function served by the requirement is "to evoke care on the part of the trial judge in ascertaining and applying the facts." Indeed, by clearly expressing the reasons for its decision, the trial court may well decrease the likelihood of an appeal.

Lovlace v. Copley, 418 S.W.3d 1, 34-35 (Tenn. 2013) (internal citations and footnotes omitted). "While there is no bright-line test by which to assess the sufficiency of the trial court's factual findings, the general rule is that 'the findings of fact must include as much of the subsidiary facts as is necessary to disclose to the reviewing court the steps by which the trial court reached its ultimate conclusion on each factual issue.'" *In re Estate of Oakley*, 2015 WL 572747, at *10 (quoting *Lovlace*, 418 S.W.3d at 35).

The dispositive issue in this case is whether the Lease Agreement indicates a clear intent to hold Mr. Johnson personally liable for the obligations of Mobile Master under the Lease Agreement. In the order granting Mr. Johnson's motion for involuntary dismissal, the trial court fully complied with its Rule 41.02 responsibilities. Moreover, the trial court's findings of fact and conclusions of law have greatly aided our analysis of this issue. Further, the trial court's extensive and relevant findings of fact and conclusions of law enhance the authority of the trial court's decision because they afford us a clear understanding of the basis of the trial court's reasoning. *See Gooding v. Gooding*, No. M2014-01595-COA-R3-CV, 2015 WL 1947239, at *6 (Tenn. Ct. App. Apr. 29, 2015); *see also In re Zaylen R.*, No. M2003-00367-COA-R3-JV, 2005 WL 2384703, at *2 (Tenn. Ct. App. Sept. 27, 2005) ("Findings of fact facilitate appellate review, *Kendrick v. Shoemake*, 90 S.W.3d 566, 571 (Tenn. 2002), and enhance the authority of the court's decision by providing an explanation of the trial court's reasoning.").

The trial court's order also states that it considered all information presented including the testimony of Michael Griffith, president and owner of Plaintiff (MLG Enterprises, LLC), and all exhibits including but not limited to the Lease Agreement, and argument of counsel. It then set forth its specific findings of fact and conclusions of law pursuant to Rule 41.02. The ones that are relevant to the issue on appeal read as follows:

> 3. Applicable legal precedent, which has been brought to the Court's attention by counsel for the parties, particularly *Cone Oil Company, Inc. v. Green*, 669 S.W.2d 662 (Tenn. Ct. App. 1984), *84 Lumber Co. v. Smith*, 356 S.W.3d 380 (Tenn. 2011), and *Creekside Partners v. Albert Nathan Scott et al.*, 2013 WL 139573 (Tenn. Ct. App. 2013), all treat the question of whether an individual signed in a personal versus a representative capacity as a question of interpretation and a question of law based on the intent expressed by the signatures on the documents in question, rather than

the subjective intent of the parties. The Court finds that this case presents a question of law, and should be analyzed as a matter of law.

4. The Court finds *Creekside Partners* most similar to this case factually because like this case, *Creekside Partners* involved a lease agreement. The Court also finds *Creekside Partners* most persuasive because it is the most recently decided case on the question of whether signatures are made in an individual or representative capacity and because it considers, interprets and distinguishes *84 Lumber*.

5. Upon consideration of the signed Lease and the applicable legal precedent, this Court rules as a matter of law that Defendant Johnson is not personally liable for the obligations in the Lease because he did not sign the Lease in an individual, personal capacity. Based upon the holdings in *Cone Oil*, *84 Lumber* and *Creekside Partners*, the signature reading "Richard L. Johnson for Mobile Masters Manufacturing, LLC" has the presumptive effect of being a signature made in a representative capacity.

6. Mr. Johnson's signature, followed by "for" and then the name of the company, clearly indicates Mr. Johnson's intent to sign in a representative capacity in accordance with the holding in *Cone Oil* regarding the use and presumptive effect of the words "by" and "for."

7. The Court finds that the argument of Plaintiff's counsel that Mr. Johnson should be personally liable based on Paragraph 37 of the Lease and the holding in *84 Lumber* because the location of the Lease provision in this case (Paragraph 37) upon which the Plaintiff relies is similar to the location of the guaranty language in *84 Lumber*, that is, immediately above the signature of the parties, is not well taken. The Court finds that this similarity is not a basis for personal liability on the part of Mr. Johnson. This Court recognizes the similarity in location, but also notes that there are differences between this case and *84 Lumber*. Specifically, this Court notes that the provision in this case is not, as in *84 Lumber*, set off, indented, in all capital letters, or in the first person, and the lease provision in this case regarding personal liability, like the lease provision in *Creekside Partners*, is in the same font as, and not distinguishable from, the other Lease provisions. For all of these reasons, the Court finds that the lease provision in this case is more similar to *Creekside*. Most important for the Court's analysis, however, is Mr. Johnson's second signature on the Lease in this case. Mr. Johnson clearly expressed his intent not to be personally obligated by his use of the word "for" when he signed the Lease the second time as follows: "Richard L. Johnson for Mobile Masters Manufacturing, LLC." This is a clear expression of Mr. Johnson's intent to sign in a

> representative capacity and not a personal capacity. The Court finds as matter of law that Mr. Johnson did not sign the Lease in his personal capacity.
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> 8. The Court also finds that the Lease nowhere contains or uses the term "Guarantor," and the Lease contains no place marked for a signature by a "Guarantor."

We agree with the trial court's conclusion that the relevant legal principles and authority are stated in *Cone Oil Company, Inc. v. Green*, 669 S.W.2d 662 (Tenn. Ct. App. 1984), *84 Lumber Co. v. Smith*, 356 S.W.3d 380 (Tenn. 2011), and *Creekside Partners v. Scott et al*., No. M2012-006230-COA-R3-CV, 2013 WL 139573 (Tenn. Ct. App. Jan. 10, 2013). Similarly, we agree with the trial court's reasoning that whether an individual signed in a personal versus a representative capacity is based on the intent of the parties as that intent is expressed in the Lease Agreement, "rather than the subjective intent of the parties."

In most cases, a representative who signs a contract is not personally bound to the contract. *See Dominion Bank of Middle Tenn. v. Crane*, 843 S.W.2d 14, 19 (Tenn. Ct. App. 1992); *Anderson v. Davis*, 234 S.W.2d 368, 369-70 (Tenn. Ct. App. 1950). However, a corporate representative who signs a contract may be personally bound "when *the clear intent of the contract is to bind the representative*." *84 Lumber Co.*, 356 S.W.3d at 382-83 (emphasis added). "A cardinal rule of contractual interpretation is to ascertain and give effect to the intent of the parties." *Allmand v. Pavletic*, 292 S.W.3d 618, 630 (Tenn. 2009). The clear intent of the parties "must be determined from the contract itself." *Lazarov v. Klyce*, 255 S.W.2d 11, 14 (Tenn. 1953); *see 84 Lumber*, 356 S.W.3d at 383.

We also agree with the trial court's conclusion that the handwritten words accompanying Mr. Johnson's second signature clearly indicated his intent to sign in a representative capacity and, therefore, he was entitled to the rebuttable presumption that his signature was representative. A party's signature is presumed to be in a representative capacity, as distinguished from a personal obligation, if it is preceded by the corporation's name and the words "by" or "per" and followed by the officer's title. *See Creekside Partners*, 2013 WL 139573, at *3; *Cone Oil*, 669 S.W.2d at 664; *see also Bill Walker & Associates, Inc. v. Parrish*, 770 S.W.2d 764, 770 (Tenn. Ct. App. 1989) ("A corporate officer's signature, preceded by the corporation's name and followed by words denoting the officer's representative capacity, binds only the corporation."); *Anderson*, 234 S.W.2d at 369 ("A correct form of signature which is uniformly regarded as imposing no personal liability upon the officer signing is that of a signature containing the corporate name, followed by the word 'per' or 'by', which, in turn, is followed by the name of a corporation officer."). Moreover, a party also clearly indicates his or her intent to sign in a representative capacity when the signature is followed by his or her title, the

word "for" and the name of the corporation. *See Cone Oil*, 669 S.W.2d at 665 ("The use of the work [sic], 'for', is as clearly indicative of intent as the words 'by' or 'per'."). However, without the word "for" or similar language, corporate designations that follow a party's signature simply describe the person who signed without altering the capacity in which she signed. *Id.* (quoting 17-A C.J.S., Contracts, § 347, p. 341).[5] Thus, the trial court was correct when it reasoned, "Mr. Johnson's signature, followed by 'for' and then the name of the company, clearly indicates Mr. Johnson's intent to sign in a representative capacity. . . ."

Based on these authorities, the trial court examined Mr. Johnson's second signature and correctly concluded that Mr. Johnson was entitled to the presumption that it was executed in "a representative capacity" because of his use of the word "for" in conjunction with his signature. The trial court also correctly concluded that Plaintiff did not introduce evidence sufficient to overcome that presumption.

Further, the trial court correctly concluded that the guaranty provision of the Lease Agreement was not a basis for personal liability because it was not distinct from the other provisions in the lease. In *84 Lumber*, the Supreme Court held that the parties intended to hold the defendant personally liable based on a guaranty provision that was written in capital letters and set off from the rest of the contract. *84 Lumber*, 356 S.W.3d at 381-82. Subsequently, this court decided another case that involved a guaranty provision. *Creekside Partners*, 2013 WL 139573, at *5. In that case, this court determined that the defendant was not personally liable because the guaranty provision in question was not written in capital letters, indented, or otherwise distinct from the rest of the contract. *See id.* at *5-6.

As the trial court correctly noted, there are significant differences between this case and *84 Lumber*, including the fact that the personal guaranty provision in this case "is not, as in *84 Lumber*, set off, indented, in all capital letters, or in the first person, and the lease provision in this case regarding personal liability, like the lease provision in *Creekside Partners*, is in the same font as, and not distinguishable from, the other Lease provisions." Based on these differences, the trial court correctly concluded that the guaranty provision was similar to the provision in *Creekside Partners* and therefore did not evidence a clear intent to hold Mr. Johnson personally liable.

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[5] [T]he use of words which are *descriptio personae* under a party's signature will not cause the contract to be regarded as being in any other than his individual capacity unless it appears from the whole instrument or from competent evidence where parol evidence is admissible, --- that the contract was to bind the party signing it only in a limited or particular capacity.

Cone Oil, 669 S.W.2d at 665 (quoting 17-A C.J.S., Contracts, § 347, p. 341).

The foregoing notwithstanding, Plaintiff contends that the facts of this case are almost identical to a case this court recently decided, *Wise N. Shore Properties, LLC v. 3 Daughters Media, Inc.*, No. E2013-01953-COA-R3-CV, 2014 WL 2854258 (Tenn. Ct. App. June 23, 2014), *no perm. app. filed*. We, however, have concluded that the two cases are distinguishable based on one significant fact: the prominence and proximity of three words, "PERSONALLY GUARANTEED BY", to the second signature of the party to be held liable. In *Wise*, the individual to be held liable for the debts of another signed the contract twice, both times as "Gary E. Burns, CEO." *Id.* at *1. Significantly, Mr. Burns' second signature was immediately preceded by the words "PERSONALLY GUARANTEED BY." *Id.* We concluded that the prominence and location of this phrase, along with all other relevant facts, conveyed the clear intent of all concerned to hold Mr. Burns personally liable for the obligations of 3 Daughters Media. *Id.* at *3.

As we explained in *Creekside Partners*, a contract that includes a guaranty provision that purportedly makes someone liable for the debts of another must express a "'clear intent' to bind [that person] personally." 2013 WL 139573, at *6; *see 84 Lumber*, 356 S.W.3d at 382-83. Although the facts in this case present an unfortunate blend of the disparate facts in *84 Lumber*, *Cone Oil*, and *Creekside Partners*, the representative declaration that immediately follows Mr. Johnson's signatures in conjunction with the absence of the phrase "Personally Guaranteed by" or "Guarantor" in close proximity to Mr. Johnson's second signature undermine Plaintiff's argument that the Lease Agreement demonstrates a clear intent to hold Mr. Johnson personally liable for the obligations of Mobile Master.

For the reasons stated herein, we affirm.

IN CONCLUSION

The judgment of the trial court is affirmed, and this matter is remanded with costs of appeal assessed against Plaintiff, MLG Enterprises, LLC.

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FRANK G. CLEMENT, JR., JUDGE