

## CONTINUING GUARANTY-CORPORATE

In consideration of *Seller Corporation* and/or its affiliates and/or subsidiaries (collectively “Company”) extending credit to

---

(hereinafter referred to as “Debtor”) which the undersigned (the “Guarantor”) hereby requests and with whom or in which company Guarantor is financially interested and for value received, in the form of a good and valuable consideration, Guarantor hereby absolutely and unconditionally guarantees to Company the payment and performance when due all Debtor’s indebtedness, obligations and liabilities now, heretofore and/or hereafter incurred or due, whether arising out of loan, extension of credit, contractual obligation or any other source, direct or indirect, absolute or contingent or whether incurred alone or with others; together with such interest as said indebtedness, obligations and/or liabilities may bear and any and all attorneys’ fees and other costs and expenses incurred in collecting and/or enforcing such indebtedness, obligations and/or liabilities and enforcing this Guaranty (all such indebtedness, liabilities, obligations, interest, costs, fees and expenses hereinafter called the “Obligations”).

Notes and other evidences of indebtedness and things of value may be received by Company on account of, in adjustment of, as security for or in settlement of any or all of the Obligations and the same (and/or the original Obligations) may be released, renewed, extended, relinquished, substituted, modified and/or enforced, at any time and from time to time, as Company may think advisable, all without notice to Guarantor, and without impairing any liability under this Guaranty.

Procedure against Debtor, or any other guarantor or upon any lien or other security, shall not be required as a condition of enforcing this Guaranty. Guarantor hereby waives any right of subrogation against Debtor for any payments made hereunder until all Obligations owed to Company by Debtor are irrevocably paid and performed, in full. It is also agreed and understood that repeated and successive demands and recoveries may be had hereunder and that each and every default in the payment or performance of any Obligations shall give rise to a separate cause of action.

Guarantor hereby waives notice of the acceptance of this Guaranty, notice of sales, notice of Obligations incurred, notice of credit given and of the form thereof; and waives presentment, demand for payment, protest, promptness, diligence and notice of dishonor, non-payment or failure to perform; and any and all other notices.

This Guaranty is a continuing one and all Obligations arising after its execution shall be conclusively presumed to have been created in reliance upon it. This Guaranty shall remain in full force until 30 days after Cargill receives written revocation, sent by registered mail. Such revocation shall specify the Company divisions and/or affiliates and/or subsidiaries to which to revocation applies and shall only affect indebtedness incurred after the revocation is effective. This Guaranty shall be effective and shall be deemed delivered to Company upon its signing; such signing to constitute full delivery.

If a claim is ever made upon Company for repayment of any amount of the guaranteed Obligations and Company repays all or part of the amount, Guarantor agrees that, notwithstanding cancellation of any instrument evidencing any guaranteed Obligations, Guarantor shall be and remain liable to Company under this Guaranty for the amount repaid as if such amount had never originally been received by Company. The obligations of Guarantor hereunder shall remain in full force and effect without regard to and shall not be released, suspended, discharged, terminated or otherwise affected by any circumstance or occurrence whatsoever.

This Guaranty shall extend to and bind the successors and assigns of Guarantor. This Guaranty shall inure to the benefit of Company and Company successors and assigns.

This Guaranty shall be governed by and construed in accordance with the internal laws of the State of \_\_\_\_\_ and each Guarantor consents to the non-exclusive jurisdiction of any court of the State of \_\_\_\_\_ and/or the United States District Court for the District of \_\_\_\_\_.

If any term or condition of this Guaranty is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining terms and conditions shall not be affected or impaired thereby.

The Guarantor has carefully read and understands the provision of this Guaranty and the obligations created under it; and has had the opportunity to seek counsel.

Signed and witnessed on the date set forth above.

ATTEST: \_\_\_\_\_  
(Guarantor)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_