

CORPORATE GUARANTY

THIS GUARANTY executed this ____ day of _____, 20____. WITNESSETH:

I. GUARANTY

As an inducement to *Seller Corporation*, a <state> corporation (hereinafter referred to as "Company"), to supply goods, equipment or services upon credit or consignment, or to provide financial assistance to *Buyer Company* of <City, State>, a <state> corporation (hereinafter to as the "Purchaser"), and in consideration of the Company, entering into any one or more such transactions, the undersigned does hereby guarantee the punctual payment and prompt performance of any and all indebtedness or obligation of any kind which the Purchaser may now owe or which it may at any time hereafter owe to the Company, whether such indebtedness or obligation arises from or is evidenced by any note, draft, check or other instrument or is based upon contract or open account or otherwise. The undersigned does hereby agree to pay reasonable attorneys' fees and all other costs and expenses, which may be incurred by the Company in the enforcement of this guaranty.

II. WAIVER OF NOTICE

The undersigned hereby expressly waives notice of each and every one of the following:

- (1) acceptance of this guaranty by the Company;
 - (2) any debt or obligation incurred or owing on the part of the Purchaser to the Company;
 - (3) default by the Purchaser with respect to any debt or obligation owing to the Company;
- and
- (4) presentment, protest and demand an notice of protest and demand, or any of them, with respect to any note or other instrument to which the Purchaser may be a party or as to which it may be obligated.

III. MODIFICATION OF OBLIGATIONS

The undersigned expressly agrees to remain bound under this guaranty notwithstanding any of the following acts by the Company:

- (1) the extension of time of performance to, the granting of any other indulgence t, or any other modification of any obligation of the Purchaser; and
- (2) the acceptance, alteration or release of any security, whether provided by the Purchaser or any other person.

IV. NATURE, SCOPE AND DURATION OF GUARANTY

This guaranty is unlimited in amount and shall continue from this date until revoked as provided below in this paragraph. This is a continuing, indivisible, and cumulative guaranty of each and every debt or obligation incurred by or owing from the Purchaser to the Company, either at the date hereof or at any time hereafter during the term of this guaranty. Revocation shall in no way terminate or otherwise affect (a) any liability or obligation of the undersigned existing on or prior to the effective date of such revocation or (b) any liability or obligation of the undersigned arising after the effective date of such revocation with respect to any debt or obligation incurred by the Purchaser to the Company on or before the effective date of such revocation, including but not

limited to unfulfilled orders or other contracts existing on the effective date and completed in due course thereafter or cancelled or terminated by either the Company or the Purchaser.

V. WAIVER BY THE COMPANY

The failure of the Company to enforce any of the provisions of this guaranty at any time or for any period of time shall not be construed to be a waiver of any such provision or of the right thereafter to enforce the same.

VI. APPLICABLE LAW

This guaranty and its interpretation and application shall in all respects be governed by the law of the State of _____.

Signed this ___ day of _____, 20__

<Guarantor Corporation>

By:

<printed name of officer signer>

Its <officer's title> as an authorized act according to the bylaws of <Guarantor Corporation>.