

To ..... Gentlemen:

For and in consideration of (recite actual consideration), the receipt of which is hereby acknowledged, I guarantee unconditionally, at all times, unto you, the payment of any indebtedness or balance of indebtedness of ..... of ..... State of ..... hereinafter called debtor, to you, to an amount not exceeding ..... dollars, whether such indebtedness now exists, or is incurred hereafter, and in whatever form it may be evidenced. I waive notice of acceptance of the guaranty, and all notice of the goods and merchandise sold by you to the debtor, and all notice of defaults by the debtor, and I consent to any extension or extensions of the time or times of payment of the indebtedness, or of any portion thereof, and to any change in form, or renewal at any time, of such indebtedness, or any part thereof, or to any evidence thereof taken at any time by you.

This is to be a continuing guaranty and the extension of the time of payment or the acceptance of any sum or sums on account, or the acceptance of notes, drafts or any security from this debtor, shall in no way weaken the validity of this guaranty. Should any purchase heretofore or hereafter made by the debtor, of you, be not paid at maturity, you shall have the right to proceed against me therefor at any time, without any notice and without any proceeding or action against the said debtor, and I waive any demand for payment.

This guaranty shall continue at all times to the amount of ..... dollars regardless of the amounts paid by the debtor and shall not be revoked by death of the guarantor but shall remain in full force until the undersigned or the executor or administrator of the undersigned shall have given notice in writing to make no further advances on the security of this guaranty and until such written notice shall be received by you from the undersigned or his executor or administrator. A registry return receipt for said letter shall be conclusive evidence of receipt of notice of revocation.

This guaranty shall not be abrogated by any change in the firm or status of the debtor, whether caused by death, by the admission of any new member or members or by the withdrawal of any member or members, or by any change from any cause.

It is further understood that nothing herein contained shall prevent you from extending credit to the debtor, to the amount exceeding the sum above stated, being the amount guaranteed hereunder, at anytime, and such action on your part shall not affect this guaranty.

Should you extend credit to the debtor, in a sum or sums exceeding the amount of this guaranty, then you shall have the right to make such application of any payment or payments on account, as you may see fit.

Euler Hermes UMA  
600 South 7<sup>th</sup> Street  
P.O. Box 1672  
Louisville, KY 40201-1672  
Tel 502-583-3600 or 800-237-9386  
Fax 502-584-0443

Should the said debtor, at any time, become bankrupt or insolvent, then in that event you shall have the right, at your option, without demand or notice whatsoever, to prove and file your entire claim in any court of competent jurisdiction, whether such claim exceeds the amount of this guaranty or not, and to collect any dividends that may be realized on the entire claim; and in that event you shall have the right, at your option, without any notice or demand, to proceed against me at any time, for the difference between the amount of said entire claim due you by the said debtor, and the amount of such dividend or dividends thereon, up to and including the sum above stated, being the amount guaranteed hereunder; if such difference should exceed the sum above stated I shall not be liable for such excess, but for any difference between said entire indebtedness and said dividends thereon, up to and including the sum above stated, being the amount guaranteed hereunder, you shall have the right to proceed against me, at any time, without any demand or notice whatsoever.

The guarantor hereby waives the benefit of all Homestead Exemption laws.  
I have hereunto set my hand and seal at ..... State of ..... this ..... day of ..... 20...

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