



UNCONDITIONAL GUARANTY

In consideration of the extension of credit to _____ (“Applicant”) by SUPERIOR AG RESOURCES COOPERATIVE, INC. (“Creditor”), and for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, jointly and severally (if applicable), guaranty the full and prompt payment or performance when due of all obligations and liabilities of the Applicant to the Creditor, including all past, present and future indebtedness, whether by acceleration or otherwise, direct or indirect, joint or several, absolute or contingent, including all costs of collection, interest and attorney fees (“Obligations”).

No act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the undersigned or modify, reduce, limit, or release the liability of the undersigned hereunder.

The undersigned waives acceptance of the guaranty and further waives all notices and demands of any kind, including, but not limited to, all demands of payments and notices of default, nonpayment, presentment, protest and dishonor of any of the Obligations by the Applicant. The liability of the undersigned shall not be affected or impaired by any of the following acts or things which Creditor is expressly authorized to do, omit, or suffer from time to time without notice to or approval by the Undersigned; any one or more extensions or renewals of indebtedness, including increasing the amount of credit made available to the Applicant, whether or not for longer than the original period; any modification of maturities or other contractual terms applicable to the indebtedness, including interest rates, any waiver, adjustment, forbearance, compromise or indulgence granted to Applicant in failing to comply with any of its obligations; any failure to obtain collateral security (including rights of setoff) for indebtedness or to protect, insure, or enforce any collateral security. The undersigned further consents, without prior notice, to any subsequent extensions of credit, acceleration, immaterial or material alteration, amendments or changes of terms of any agreements concerning the Obligations, the acceptance of any partial payments or any release, modification, substitution, discharge, impairment, deterioration, waste or loss of any collateral security for the payment of the Obligations.

The undersigned also waive any claim, right, or remedy which such guarantor may now have or hereafter acquire against the Applicant that arises hereunder and/or from the performance by the guarantor hereunder including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right, or remedy of Creditor against the Applicant or any security which Creditor now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

This guaranty is a continuing guaranty of payment, and shall ensure to the benefit of Creditor, its successors, and assigns, from the date hereon, and shall remain in full force and effect until written notice of termination thereof has been received by Creditor by certified mail, return receipt requested. Termination of the guaranty by the undersigned shall not effect any of the guarantors’ obligations hereunder with respect to indebtedness incurred prior to the termination.

Guarantor and Co-Guarantor, if applicable, authorizes Creditor to investigate Guarantor’s and Co-Guarantor’s personal credit standing, financial circumstances and responsibility and authorizes and instructs all persons having information concerning Guarantor’s or Co-Guarantor’s credit standing, financial circumstances and responsibility to release such information to Creditor, its agents, attorneys or employees. This includes, without limitation, authorization for Creditor and its agents, attorneys and employees to request, obtain, and use for all purposes which Creditor deems necessary, a copy of any credit bureau or consumer credit report for the Guarantor and Co-Guarantor at any time.

No delay on the part of the Creditor in exercising any of the Creditor’s options, powers or rights, or partial or single exercise thereof shall constitute a waiver thereof. All the Creditor’s rights are cumulative and not alternative. Whenever possible, each provision of this guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this guaranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of the provision or the remaining portions of this guaranty. This guaranty shall ensure to the benefit of the Creditor and its successors and assigns and shall be binding upon the successors and assigns, trustees, executors, administrators, heirs and beneficiaries of the undersigned. If legal action becomes necessary, the undersigned agrees that this and any



IN WITNESS WHEREOF, this document is executed on the _____ day of _____, _____.
(Day) (Month) (Year)

(Co-Guarantor)

(Co-Guarantor)

(Print Name)

(Print Name)

(SSN#)

(SSN#)

(Date of Birth)

(Date of Birth)

(Address)

(Address)

(City, State, Zip)

(City, State, Zip)

NOTARY

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, hereby certify that the said

affiant(s), _____, has subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered such instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and Notarial seal this _____ day of _____, _____.
(Day) (Month) (Year)

Notary Public

Printed Signature

My Commission Expires:

My County of Residence:
