

Guaranty



In consideration of the extension of credit by Munson Lakes Nutrition, LLC (“Supplier”) to _____ (“Customer”), the undersigned (whether one or more persons, “Guarantor”), hereby absolutely and unconditionally guarantees full and prompt payment of all principal, interest and other indebtedness due or to become due from Customer to Supplier.

This Guaranty shall be continuing and unlimited.

Supplier may enforce this Guaranty without first taking action against Customer or pursuing any of Supplier’s other rights or remedies.

No subsequent activities of Supplier or transactions between Supplier and Customer other than payment (including, without limitation, extensions of credit, extensions of due dates or provision or release of collateral) shall affect Guarantor’s obligations under this Guaranty.

Guarantor waives presentment, demand for payment and notice of default or dishonor. Guarantor further waives any defense, counterclaim or right of set off based upon any amounts claimed to be due to Customer or Guarantor by Supplier or any of Supplier’s members, subsidiaries, affiliates, successors or assigns.

Guarantor shall pay all attorney fees, expert witness fees, costs and disbursements incurred by Supplier in attempting to collect any amounts due from Customer and/or in connection with enforcing this Guaranty.

This Guaranty shall be governed by and construed in accordance with Minnesota law. Any action relating to or arising out this Guaranty shall be commenced Wright County, Minnesota, or federal court in Minnesota. Guarantor consents to the exercise of personal jurisdiction over Guarantor by Minnesota courts and waives any argument or defense that venue in Minnesota is in any manner inconvenient or inappropriate.

GUARANTOR:

Signature

Signature

Printed Name

Printed Name

Date: _____

Date: _____