

Unconditional Guaranty of Payment

Quality "Customer First" Service



The undersigned guarantor/s (the "Guarantor" whether one or more), desires to transact business with and obtain continuation of credit from Cole Oil Company, Inc. (hereinafter called "Cole") on behalf of the business below (the "Business"). Cole is unwilling to continue credit to the Business unless it receives a guaranty from the Guarantor covering the Liabilities of the Business and Guarantor to Cole, as hereinafter defined. The undersigned hereby unconditionally guarantees the prompt payment of all debts and obligations, whether arising from bills and invoices or otherwise, to Cole for goods and/or services previously or contemporaneously furnished or furnished in the future by Cole including, without limitation late payment, service charges, accrued interest, and any other costs including without limitation Collection Costs as hereinafter defined (the "Liabilities"). This guaranty is an absolute, continuing and unlimited guaranty of payment. Cole shall not be required to take any actions or proceedings against the Business or give any notice to the undersigned upon Business' failure to pay any amounts when due.

The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse Cole for any unpaid Liabilities, together with all expenses including reasonable attorney's fees, full costs of collection, and late payment service charges accruing at 1.5% per month on balances not paid within thirty (30) days from date shown on the invoice (the "Collection Costs").

The undersigned hereby consents that at any time, without notice to the undersigned, payment of any sums payable for said goods may be extended, compromised or in any other way modified without affecting the liability of the undersigned under this guaranty. To the extent not prohibited by law, the undersigned expressly waives notice of this guaranty or of the creation of nonpayment of any debt or obligation of the Business or Guarantor.

See backside of application for additional terms.

(Please type or print)

Business Name: (as it appears on your account) _____

I have read, understand, and agree to this Guaranty and its Terms and Conditions set forth hereafter:

Name of Guarantor: First _____ **M.I.** _____ **Last** _____

Signature: _____ **Date:** _____

I have read, understand, and agree to this Guaranty and its Terms and Conditions set forth hereafter:

Name of Guarantor: First _____ **M.I.** _____ **Last** _____

Signature: _____ **Date:** _____

I have read, understand, and agree to this Guaranty and its Terms and Conditions set forth hereafter:

Name of Guarantor: First _____ **M.I.** _____ **Last** _____

Signature: _____ **Date:** _____

Continued from first page-Terms and Conditions

All provisions apply, to the extent not prohibited by law. Guarantor (whether one or more) jointly and severally guarantees payment of the obligations of the Business (the "Obligations") when due or at any time the Business becomes the subject of bankruptcy or insolvency. Obligations include all costs, expenses and attorney's fees at any time paid or incurred before or after judgement in endeavoring to collect all or part of any amounts due or realize upon this guarantee or any collateral securing any obligations, including those incurred in successful defense or settlement of any counter claim brought by the Business or Guarantor. Obligations also include any liabilities Guarantor individually owes to Cole.

WAIVER. To the extent not prohibited by applicable law, Guarantor expressly waives (a) notice of the acceptance of this Guaranty, the creation of any present or future Obligation, default under any Obligation, proceedings to collect from any Co-guarantor or anyone else, (b) all diligence of collection and presentment, demand, notice and protest, (c) any right to disclosures from Cole regarding the financial condition of the Business or Guarantor of the Obligations or the enforceability of the Obligations, and (d) all other legal and equitable surety defenses. No claim, including a claim for reimbursement, subrogation, contribution or indemnification which Guarantor may, as a guarantor of the Obligations, have against a co-guarantor of any of the Obligations or against the Business shall be enforced nor any payment accepted until the Obligations are paid in full and no payments to or collections by Cole are subject to any right of recovery.

CONSENT. To the extent not prohibited by applicable law, including, without limitation, the Wisconsin Consumer Act, with respect to any of the Obligations, Cole may from time to time before or after revocation of this Guaranty without notice to Guarantor and without affecting the liability of Guarantor (a) surrender, release, impair, sell or otherwise dispose of any security or collateral for the Obligations, (b) release or agree not to sue any guarantor or surety, (c) fail to perfect its security interest in or realize upon any security or collateral, (d) fail to realize upon any of the Obligations or to proceed against the Business or any guarantor or surety, (e) renew or extend the time of payment, (f) increase or decrease the rate of interest or the amount of the Obligations, (g) accept additional security or collateral, (h) determine the allocation and application of payments and credits and accept partial payments, (i) determine what, if anything, may at any time be done with reference to any security or collateral, and (j) settle or compromise the amount due or owing or claimed to be due or owing from the Business, any guarantor or surety, which settlement or compromise shall not affect Guarantor's liability for the full amount of the unpaid Obligations. Guarantor expressly consents to and waives notice of all of the above. To the extent not prohibited by law (including the Wisconsin Consumer Act), in any action related to this Guaranty, exclusive venue for any legal proceeding relating to the collection of this Guaranty shall be Washington County, Wisconsin and Guarantor consents to that venue.

PARTIES. This Guaranty benefits Cole, its successors and assigns, and binds Guarantor, and Guarantor's respective heirs, personal representatives, successors and assigns. This Guaranty shall continue in full force and effect notwithstanding any change in structure or status of the Business, whether by merger, consolidation, reorganization or otherwise.

ENTIRE AGREEMENT. This Guaranty is intended by Guarantor and Cole as a final expression of this Guaranty and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Guaranty. This Guaranty may not be supplemented or modified except in writing. This Guaranty is governed by the laws of the State of Wisconsin.

REPRESENTATIONS. Guarantor acknowledges and agrees that Cole (a) has not made any representations or warranties with respect to, (b) does not assume any responsibility to guarantor for, and (c) has no duty to provide information to Guarantor regarding, the enforceability of any of the Obligations or the financial condition of the Business, Guarantor or any co-guarantor. Guarantor has independently determined the creditworthiness of the Business and the enforceability of the Obligations and until the Obligations are paid in full, will independently and without reliance on Cole continue to make such determinations.

REVOCAION. This is a continuing guaranty and shall remain in full force and effect until Cole receives written notice of its revocation signed by Guarantor or actual notice of the death of Guarantor. Upon revocation by written notice or actual notice of death, this Guaranty shall continue in full force and effect as to all Obligations contracted for or incurred before revocation, and as to them Cole shall have the rights provided by this Guaranty as if no revocation had occurred. Any renewal, extension or increase in the interest rate of any such Obligation, whether made before or after revocation, shall constitute an Obligation contracted for or incurred before revocation. Obligations contracted for or incurred before revocation shall also include credit extended after revocation pursuant to commitments made before revocation. Revocation by one Guarantor shall not affect any of the liabilities or obligations of any other Guarantor and this Guaranty shall continue in full force and effect with respect to them.

NOTICE TO GUARANTOR. You are being asked to guarantee the past, present and future Obligations of the Business. If the Business does not pay, you will have to. You may also have to pay collection costs. Cole can collect the Obligations from you without first trying to collect from the Business or another guarantor.