



CONTINUING GUARANY OF CREDIT

GUARANTEE given by the undersigned to enable, _____ Hereinafter called the "DEBTOR", to obtain credit from WHEELER MACHINERY CO., hereinafter called the "CREDITOR".

WHEREAS, the Debtor is presently indebted to and/or contemplates incurring further indebtedness in the future to the Creditor, and
WHEREAS, this Guarantee of Credit is given to Creditor in order to induce it to extend credit to, or otherwise become a creditor of Debtor, and

WHEREAS, the undersigned believe it in their best interest and the best interests of the Debtor to guarantee the present and future indebtedness of the Debtor,

NOW, THEREFORE, it is hereby agreed as follows:

- 1. **OBLIGATION.** The undersigned hereby jointly and severally guarantee the payment of all indebtedness of the Debtor, whether heretofore or hereafter incurred, to Creditor and agree to pay to Creditor forthwith when due or upon demand thereafter, with interest, and without deduction for any claim of setoff or counterclaim of the Debtor or loss of contribution from any co-guarantor, the full amount of all obligations or indebtedness due to Creditor from Debtor. This instrument is intended to cover any indebtedness or liability presently owing or hereinafter incurred by Debtor, or any extension or renewal thereof.
- 2. **TERM OF GUARANTEE.** This is a continuing guarantee, and shall be revocable only as to transactions entered into by the undersigned subsequent to the receipt by one of the officers of Creditor of notice of termination sent by the undersigned by registered mail.
- 3. **WAIVER.** Each of the undersigned Guarantors hereby waives presentment for payment, protest and notice of dishonor and of non-performance of any note or notes made or hereafter made by the Debtor to the Creditor or of any other items of indebtedness held or hereafter held by Creditor against Debtor.
- 4. **CHARACTER OF OBLIGATION.** The obligation of the undersigned is a primary and unconditional obligation, and shall be enforceable before or after proceeding against Debtor or against any security held by Creditor, and shall be effective regardless of the solvency or insolvency of Debtor at any time, the extension or modification of the indebtedness of Debtor by operation of law, or the subsequent incorporation, reorganization, merger or consolidation of Debtor, or any other change in the composition, nature, personnel or location of Debtor.
- 5. **CONSTRUCTION.** Nothing herein contained shall be construed as an obligation on the part of Creditor to sell goods or extend credit to Debtor, or as an obligation to continue to sell goods or extend credit. The records of Creditor showing the account between Creditor and debtor shall be admissible in evidence in any action or preceding involving this Guarantee, and such records shall be prima facie proof of the items therein set forth. This Guarantee shall for all purposes be deemed to be made in, and shall be governed by the laws of, the State of Utah.
- 6. **BENEFIT.** This Guarantee shall be binding upon the undersigned, his legal representatives, and assigns, and shall inure to the benefit of Creditor, and to the benefit of Creditor's successors and assigns.
- 7. **ATTORNEY'S FEES.** In the event the either party shall default in the performance of any obligations hereunder, the defaulting party shall be responsible for the other party's attorney's fees and costs of enforcing this contract.

IN WITNESS WHEREOF, the undersigned have signed this instrument this _____day of _____, 20____.

Guarantor

Printed Name
