

GUARANTY OF ALL LIABILITIES AND SECURITY AGREEMENT

_____, 20__

In consideration of advances, loans, extensions of credit, renewals, acquisitions of notes and other instruments for payment of money and any security documents relative thereto or security agreements or conditional contracts of sale, chattel mortgages, leases and other lien or security instruments, or any interest or participation therein, due or to become due, heretofore, made to or for account of

(Name of Borrower)

or any one or more of them jointly and/or severally (each, any and all of whom are hereinafter, for the purposes of this agreement called "Borrower"), and/or now or hereafter to be made, directly or indirectly, to or for the account of or from Borrower by _____ (hereafter called "Bank") and/or the granting to or for the account of Borrower such extensions, forbearances, releases of collateral or other relinquishments of legal rights, and/or extensions of any other financial accommodations or benefits to Borrower, as Bank may deem advisable, the undersigned (each, any and all of whom are hereinafter called "Guarantor") hereby absolutely and unconditionally guarantees to Bank the prompt and unconditional payment when due of claims of every nature and description of Bank against Borrower (including those arising out of or in any way connected with warranties made by Borrower to Bank in connection with any instrument, delivered to, deposited with or purchased by Bank) and any and every obligation and liability of Borrower to Bank alone or with another or others of whatsoever nature and howsoever evidenced, whether now existing or hereafter incurred, originally contracted with Bank alone or with another or others and now or hereafter owing to or acquired in any manner, in whole or in part, by Bank, or in which Bank may acquire a participation, whether contracted by Borrower alone or jointly and/or severally with another or others, whether direct or indirect, absolute or contingent, secured or not secured, matured or not matured. (All of the foregoing are hereinafter individually and collectively called "Obligations").

Guarantor does hereby give to Bank a continuing lien for the amount of the Obligations and Liabilities of Guarantor hereunder, as well as for the payment of any and all other liabilities and Obligations of Guarantor to Bank or others and claims of every nature and description of Bank against Guarantor, whether now existing or hereafter incurred, originally contracted with Bank and/or with another or others and now or hereafter owing to or acquired in any manner in whole or in part by Bank or in which Bank may acquire a participation, whether contracted by Guarantor alone or jointly and/or severally with another or others, direct or indirect, absolute or contingent, secured or not secured, matured or not matured (all of which are hereafter collectively called "Liabilities"), upon any and all moneys, bank deposits or accounts, securities and any and all other property of Guarantor and the proceeds thereof, now or hereafter actually or constructively held or received by or in transit in any manner to or from Bank its correspondents or agents from or for Guarantor, whether for deposit, safekeeping, custody, pledge, transmission, collection or otherwise or coming into the possession of Bank in any way, or placed in any safe deposit box leased by Bank to Guarantor. Bank is also given a continuing lien and/or right of set-off for (general or special) and credits of Guarantor with, and any and all