

CONTINUING GUARANTY OF PAYMENT

WHEREAS, _____ ("**Company**") may from time to time become indebted to Agri-Service, LLC and/or its affiliates and subsidiaries ("**Agri-Service**"). As an inducement for Agri-Service entering into business transactions with Company, the undersigned Guarantor(s) (each a "**Guarantor**"), executes this Continuing Guaranty of Payment ("**Guaranty**") effective as of the date written below.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Guarantor hereby unconditionally and absolutely guarantees to Agri-Service the prompt and full payment of the Guaranteed Indebtedness (as that term is defined below) when due or declared to be due and at all times thereafter, upon the following terms and conditions:

1. "**Guaranteed Indebtedness**" shall mean all indebtedness and all sums of every kind and character, whether now existing or hereafter arising or owing by Company to Agri-Service, regardless of the type of instrument and without limit as to amount, together with interest thereon, any penalties, fees, and expenses (including, but not limited to attorneys' fees) as provided for under any instrument, agreement, or document evidencing such indebtedness.

2. This is an absolute, continuing and unconditional guaranty of payment and not of collection, and Guarantor's obligations hereunder are irrevocable. This Guaranty shall remain in full force and effect and shall not be extinguished in whole or part by a full or partial payment towards the Guaranteed Indebtedness, nor shall this personal Guaranty be extinguished or superseded by subsequent credit application(s) or open-end account agreements(s) submitted to Agri-Service by either the Company or Guarantor. Liability of Guarantor shall continue until written notice of termination sent by certified mail is actually received by Agri-Service, and such notice shall be effective only as to the undersigned Guarantor, and only if the Company's obligations are paid in full. Such termination notice shall not be effective for obligations arising prior to the actual receipt of the notice by Agri-Service.

3. The obligations hereunder are independent of the obligations of Company, or of any other person whomsoever, and a separate action or actions may from time to time be brought and prosecuted against Guarantor, whether action is or has been brought against Company or any other person, or whether Company or such other person is joined in any such action or actions. Guarantor agrees that its liability hereunder shall not be affected or impaired nor shall Guarantor be discharged in whole or in part, by any of the following-described occurrences, or any combination thereof with respect to Company: death, incompetency, insolvency, bankruptcy (whether or not Company was granted a discharge with respect to any credit, sales, rental, service, or purchase agreement between the Company and Agri-Service), litigation, or withdrawal; nor shall any action or inaction by Agri-Service with respect to any such event affect Guarantor's liability in any manner. In the event of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to Guarantor or to the property of Guarantor, Agri-Service shall be entitled and empowered, by intervention in such proceedings or otherwise: (a) to file and prove a claim for the whole amount of the indebtedness guaranteed hereby and to file such other papers or documents as may be necessary or advisable in order to have the claims of Agri-Service (including any claims for the reasonable compensation, expenses, disbursements and advances of Agri-Service and Agri-Service's agents and counsel) allowed in such judicial proceedings; and (b) subject to applicable law, to collect and receive any monies or other property payable or deliverable on any such claims.

4. Guarantor agrees to immediately pay in full the Guaranteed Indebtedness to Agri-Service upon demand made by Agri-Service.

5. Agri-Service is hereby authorized to apply, with or without notice to Guarantor, any and all payments from Company or Guarantor to any obligation or obligations owed to Agri-Service by Company, in such manner and order of priority as Agri-Service sees fit, whether or not such obligation is due at the time of such application.

6. Agri-Service shall be under no obligation whatsoever to make or to give to Company or to

Guarantor, and Guarantor hereby waives, any demand, protest, notice of intent to accelerate the Agreement or foreclose on any collateral or notice of any other kind, including presentment for payment, notice of nonpayment or dishonor, protest, notice of acceptance of this Guaranty, notice of existence, creation of incurring of new or additional indebtedness or of any action or nonaction on the part of Company, notice of any adverse change in the financial condition of Company, and notice of any other fact that might materially increase the risk of Guarantor hereunder. Guarantor also waives the taking of any action by Agri-Service against the Company, or any other guarantor; pursuing any collection remedies against Company; commencing or exhausting any legal remedies against Company or other guarantors; or enforcing any rights against any collateral securing the Guaranteed Indebtedness, if any. Guarantor hereby waives any rights Guarantor has under, or any requirements imposed by all applicable State of Idaho statutes or laws.

7. Any dispute between the Company and Agri-Service has no effect on this Guaranty or the Guarantor's obligations hereunder.

8. Guarantor agrees that Agri-Service may: (i) bring suit against Guarantor, (ii) compound or settle with any other guarantor or Company for such consideration that Agri-Service may deem proper, and (iii) release one or more guarantors or Company from liability. No such action impairs Agri-Service from collecting any part of Guaranteed Indebtedness from the Guarantor or any other guarantors.

9. If any payment by Guarantor to Agri-Service under this Guaranty is held to constitute a preference under any applicable bankruptcy laws, or if under applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or other similar laws of general application with respect to creditors, Agri-Service is required to refund part or all of any payment by Guarantor or pay the amount thereof to any other party, such payment to Agri-Service shall not constitute a release from any liability hereunder, and Guarantor's liability hereunder shall be reinstated to such extent. This Guaranty shall continue to be effective, or reinstated, as the case may be, if at any time payment, or any part hereof due under the Agreement, is rescinded or must otherwise be restored or returned by Agri-Service upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Company, or upon or as a result of the appointment of a receiver, intervener or conservator of, or trustee or similar officer for, Company or any substantial part of its property, or otherwise, all as though such payments had not been made.

10. This Guaranty is for the benefit of Agri-Service, its successors and assigns, and is binding on the Guarantor, its successors and assigns, including upon Guarantor's estate.

11. If Guarantor should fail to perform any provision of this Guaranty, Guarantor agrees to pay Agri-Service all costs and expenses (including court costs and reasonable attorneys' fees) incurred by Agri-Service in the enforcement of this Guaranty. No delay or failure on the part of Agri-Service in exercising any right hereunder shall operate as a waiver of such right by Agri-Service.

12. THIS WRITTEN AGREEMENT IS GOVERNED BY THE LAWS OF IDAHO AND REPRESENTS THE FINAL AGREEMENT BETWEEN AGRI-SERVICE AND GUARANTOR AND MAY NOT BE CONTRADICTED BY EVIDENCE OR PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN AGRI-SERVICE, GUARANTOR, AND/OR COMPANY. GUARANTOR FURTHER AGREES THAT VENUE IS PROPER IN ADA COUNTY, IDAHO.

THE UNDERSIGNED REPRESENTS THAT IT HAS READ AND UNDERSTANDS ALL OF THE PROVISIONS OF THIS GUARANTY AGREEMENT AND IS PREPARED TO PAY AND PERFORM ALL OF THE INDEBTEDNESS TO AGRI-SERVICE.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Guaranty is executed by Guarantor as of the date first set forth above.

GUARANTOR:

[_____]

By: _____
Print Name: _____
Its: _____

CREDITOR:

AGRI-SERVICE, LLC

By: _____
Print Name: _____
Its: _____