

3. If the undersigned shall be dissolved, or shall file or have filed against it a petition in bankruptcy under the United States Bankruptcy Code, or shall initiate or have initiated against the undersigned any act process or proceeding under any bankruptcy, in solvency or reorganization law, or otherwise for the modification or adjustment of the rights of creditors, then GLMC shall have the right to declare the Indebtedness immediately due and payable, and the undersigned will forthwith pay to GLMC, the full amount of all unmatured Indebtedness then outstanding, together with Indebtedness which is then due and payable.
4. The undersigned shall be liable for all Indebtedness, without any limitations as to amount, plus accrued interest thereon, and GLMC attorney fees, collection costs and enforcement costs.
5. The undersigned will not exercise or enforce any right of contribution, reimbursement, recourse or subrogation available to the undersigned as to any Indebtedness, or against any person liable therefore, or as to any collateral security therefore, unless and until all Indebtedness has been fully paid and discharged.
6. The undersigned will pay or reimburse GLMC for all cost and expenses (including reasonable attorney fees and legal expenses) incurred by Tenant in endeavoring to collect any Indebtedness or enforcing this Guaranty.
7. GLMC shall not be obligated by reason of its acceptance of this Guaranty to engage in any transactions with or for Tenant. Whether or not any existing relationship between the undersigned and Tenant has been changed or ended or whether or not his Guaranty has been revoked, GLMC may enter into transactions resulting in the creation or continuance of Indebtedness and may otherwise agree, consent to, or suffer the creation or continuance of any Indebtedness, without any consent or approval by the undersigned, and without any prior or subsequent notice to the undersigned. The liability of the undersigned shall not be affected or impaired by any of the following acts or things which GLMC is expressly authorized to do, omit or suffer from time to time, both before and after revocation of the Guaranty, without consent or approval by or notice to the undersigned: (i) one or more extensions or renewals of the Lease (whether or not for longer than the original period) or any modification of the Lease (ii) any waiver of indulgence granted to Tenant, any delay or lack of diligence in the enforcement of the Indebtedness, or any failure to institute proceedings, file a claim,

give any required notices or otherwise protect any Indebtedness; (iii) any full or partial release of, compromise or settlement with, or agreement not to sue Tenant or any other guarantor or other person liable in respect of any Indebtedness;

8. The undersigned waive any and all defenses, claims, setoffs, and discharges of Tenant, or any other Tenant, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the undersigned will not assert, plead or enforce against GLMC any defense or waiver, release, discharge in bankruptcy, statutes of limitations res judicata, statute of frauds, anti-deficiency statute, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Tenant or any other person liable in respect of any Indebtedness, or any setoff available against GLMC to Tenant or any such other person, whether or not on account of related transaction.
9. The undersigned waive presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. GLMC shall not be required first to resort for payment of the Indebtedness to Tenant or other persons, before enforcing this Guaranty.
10. If any payment applied to GLMC is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Tenant or any other Tenant), the Indebtedness to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.
11. The Guaranty shall be effective upon delivery to GLMC, without further act, condition or acceptance by GLMC, shall be binding upon the undersigned and the heirs, representatives, successors and assigns of the undersigned and shall inure to the benefit of GLMC and its successors and assigns. Any invalidity or unenforceability of any provision or application of this Guaranty shall not affect other lawful provisions and applications hereof, and to this end the provisions of this Guaranty are declared to be severable. This Guaranty may not be waived, modified, amended, terminated, released or otherwise changed except in writing signed by the undersigned and GLMC.

THIS GUARANTY IS ISSUED IN THE STATE OF MINNESOTA AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNEASOTA, NOTWITHSTANDING THAT THE UDERSIGNED MAY NOW BE, OR MAY HEREAFTER BECOME, RESIDENTS OF A DIFFERENT STATE. THE UNDERSIGNED WAIVES NOTICE OF GLMC'S ACCEPTANCE HEREOF.

IN WITNESS WHEREOF, this Guaranty has been duly executed by the undersigned the day and year first above written.

Guarantor

Date

Subscribed and sworn before me under oath this _____ day
of _____

_____ Notary Public, State of

My Commission expires _____.