



PERSONAL GUARANTY

This PERSONAL GUARANTY ("Guaranty"), dated as _____, is made by
_____, an individual having an address at the date hereof at
_____ ("Guarantor"), in favor of Ultra
Aluminum Manufacturing Inc., a Michigan Corporation ("Ultra") together with any successors.

WITNESSETH:

WHEREAS, as a condition precedent to extending credit, the Guarantor agrees to execute and deliver this Guaranty;

WHEREAS, the Guarantor owns a substantial equity interest in _____ ("Borrower") and it is in the best interest of the Guarantor to execute this Guaranty, inasmuch as the Guarantor will derive substantial direct and indirect benefits from the extension of credit made on time to the Borrower; and

NOW THEREFORE, for good and valuable consideration, and in order to induce Ultra to extend credit to the Borrower, the Guarantor hereby agrees with Ultra as follows:

ARTICLE I

GUARANTY PROVISIONS

SECTION 1.1. Guaranty: The Guarantor hereby absolutely, unconditionally and irrevocably

- a). guarantees the full payment of all present and future obligations, including accrued interest on past due balances,
- b). indemnifies and holds Ultra harmless for any and all costs and expenses (including reasonable collection or attorney's fees and expenses) incurred by Ultra in enforcing any rights under this Guaranty.

SECTION 1.2. Insolvency or Bankruptcy: Upon the insolvency or bankruptcy of the Borrower, the Guarantor will make prompt payment of all amounts owed.

SECTION 1.3. Guaranty Absolute: This Guaranty shall apply to all existing and future indebtedness, and shall be a continuing, absolute, unconditional and irrevocable guaranty of payment.

SECTION 1.4. Successors, Transferees and Assignees: This Guaranty shall be binding upon the Guarantor, and his successors, transferees, assignees, estate, and heirs;



ARTICLE II

REPRESENTATIONS AND WARRANTIES

In order to induce Ultra to extend credit, the Guarantor represents and warrants the following as set forth in this Article.

SECTION 2.1. Further Assurances: The Guarantor represents that he has knowledge of the Borrower's financial condition and affairs and that he has adequate means to obtain from the Borrower on an ongoing basis information relating to the Borrower's ability to pay, and agrees to assume the responsibility for remaining informed as to such matters as long as this Guaranty is in effect. The Guarantor acknowledges and agrees that Ultra has no obligation to investigate the financial condition or affairs of the Borrower, whether or not Ultra has reason to know of any fact that might materially increase the risk of the Guarantor as guarantor, or might affect the willingness of the Guarantor to continue as a guarantor;

ARTICLE III

MISCELLANEOUS PROVISIONS

SECTION 3.1. No Waiver, Remedies: No delay in exercising any right hereunder shall be construed as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 3.2. Severability: Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Guaranty.

SECTION 3.3. Governing Law, Entire Agreement: THIS GUARANTY SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN. THIS GUARANTY CONSTITUTES THE ENTIRE UNDERSTANDING AMONG THE PARTIES HERETOWITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ANY PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT THERETO.

SECTION 3.4. Forum Selection and Consent to Jurisdiction: ANY LITIGATION ARISING IN CONNECTION WITH THIS GUARANTY OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE SECURED PARTIES OR THE GUARANTOR SHALL BE BROUGHT AND MAINTAINED IN THE COURTS OF THE STATE OF MICHIGAN, LIVINGSTON COUNTY, OR IN THE UNITED STATES DISTRICT COURT FOR THE SAME; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY PROPERTY MAY BE BROUGHT, AT ULTRA'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH PROPERTY MAY BE FOUND.

IN WITNESS WHEREOF, the Guarantor has executed and delivered this Guaranty as of the date first above written.

GUARANTOR SIGNATURE: _____
(Print Name here: _____)

Acknowledge and Accepted:
ULTRA:

RUSSELL SPRINGBORN - President