

GUARANTY

For valuable consideration, the undersigned ("Guarantors"), jointly and severally, unconditionally guarantee and promise to pay to _____ ("Creditor"), or order, on demand, in lawful money of the United States, any and all indebtedness, obligations and liabilities of _____ ("Debtors") to Creditor. The word "indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of Debtors whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Debtors may be liable individually or jointly with others, or whether recovery may be or hereafter become barred by any statute of limitations or otherwise become unenforceable.

The obligations of each of the Guarantors hereunder are joint and several, and independent of the indebtedness, and a separate action or actions may be brought and prosecuted against Guarantors irrespective of whether action is brought against Debtors or whether Debtors are joined in any such action or actions. Guarantors waive the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof to the extent permitted by law. Any part payment by Debtors or other circumstance which operates to toll the statute of limitations as to Debtors shall operate to toll the statute of limitations as to Guarantors. Guarantors jointly and severally unconditionally guarantee the payment of any and all indebtedness of Debtor to Creditor whether or not due or payable by Debtor upon: (a) the dissolution, insolvency or business failure of, or an assignment for the benefit of creditors by, or commencement of any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceedings by or against, Debtor or Guarantors; or (b) the appointment of a receiver for, or the attachment, restraint of or making or levying of any order or any order of court or legal process affecting, the property of Debtor or Guarantor, and jointly and severally unconditionally promise to pay such indebtedness to Creditors, or order, on demand, in lawful money of the United States.

Guarantors waive any right to require Creditor to (a) make any presentment, protest, demand, or notice of any kind, including notice of change of any terms of repayment of the indebtedness, default by Debtors or any other guarantor or surety, any action or nonaction taken by Debtors, Creditor, or any other guarantor or surety of Debtors, or the creation of new or additional indebtedness; (b) proceed against any person, including Debtors, before proceeding against Guarantors or reduce the Guarantors' obligation in proportion to the principal obligation hereby guaranteed; (c) proceed against any collateral for the indebtedness including Debtors' collateral, before proceeding against Guarantors; (d) apply any payment or proceeds received against the indebtedness in any order; (e) give notice of the terms, time and place of any sale of the collateral pursuant to the Uniform Commercial Code or any other law governing such sale; (f) disclose any information about the indebtedness, the Debtors, the collateral, or any other guarantor or surety, or about any action

or nonaction of Creditor; or (g) pursue any remedy or course of action in Creditor's power whatsoever.

Guarantors also waive any and all rights or defenses arising by reason of (h) any disability or other defense of Debtors, any other guarantor or surety or any other person; (i) the cessation from any cause whatsoever, other than payment in full, of the indebtedness; (j) the application of proceeds of the indebtedness by Debtors for a purpose other than the purposes understood and intended by Guarantors and Creditor; (k) any act of omission or commission by Creditor which directly or indirectly results in or contributes to the discharge of Debtors or any other guarantor or Surety, or the indebtedness, or the loss or release of any collateral by operation of law otherwise; (l) any statute of limitations in any action under this Guaranty or on the terms of the indebtedness; or (m) any modification or change in terms of the indebtedness, whatsoever, including without limitation, the renewal, extension, acceleration, or other change in the interest rate, and including any such modification or change in terms after revocation of this Guaranty on indebtedness incurred prior to such revocation.

Until all indebtedness is paid in full, Guarantors shall have no right of subrogation, and Guarantors waive any defense Guarantors may have based upon any election of remedies by Creditor which limits or destroys Guarantors' rights to seek reimbursement from Debtors or any other guarantor or surety. Until all indebtedness is paid in full, Guarantors waive any right to enforce any remedy Creditor may have against Debtors or any other guarantor, surety, or other person, and further, Guarantors waive any right to participate in any collateral for the indebtedness now or hereafter held by Creditor, If now or hereafter (a) Debtors shall be or become insolvent, and (b) the indebtedness shall not at all times until paid be fully secured by collateral pledged by Debtors, Guarantors hereby forever waive and relinquish in favor of Creditor and Debtors, and their respective successors, any claim of right to payment Guarantors may now have or hereafter have or acquire against Debtors, by subrogation or otherwise, so that at no time shall Guarantors be or become a "creditor" of Debtors within the meaning of 11 U.S.C.&S47 (b), or any successor provision of the Federal bankruptcy laws.

Guarantors warrant and agree that each of the waivers set forth above is made with Guarantors' full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. if any such waiver is determined to be contrary to any applicable law or public policy such waiver shall be effective only to the extent permitted by law or public policy.

Where there is a single Debtor or a single Guarantor, all words used herein in the plural shall be deemed to have been used in the singular as the context and construction so required; and where there is more than one Debtor named herein or where the Guaranty is executed by more than one Guarantor, the word "Debtors", and the word "Guarantors", respectively, shall mean all and any one or more of them.

Where any one or more of the Debtors are corporations or partnerships, Creditor need not inquire into the powers of Debtors or the officers, directors, partners or agents acting or

purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder.

Guarantors jointly and severally agree to pay, upon demand of Creditor, all costs and expenses of Creditor, including reasonable attorney's fees incurred in connection with the enforcement of the Guaranty or collection of the indebtedness from Debtors or in any action or proceeding arising out or related to this Guaranty.

This Guaranty shall be binding upon Guarantors and the heirs, executors, administrators, successors and assigns of Guarantors, and shall inure to the benefit of, and be enforceable by Creditor with respect to such of the indebtedness as is negotiated, endorsed, assigned or otherwise transferred to such successors, transferees and assigns, and shall be governed and construed by the law of the State of California, without giving effect to the rules of conflicts of law. The venue for enforcement of this guaranty or for any litigation arising out this guaranty is in San Diego, California. Guarantors understand and agree that none of the provisions hereof may be waived or amended except in writing duly signed for and on behalf of Creditor.

This Guaranty is executed in the County of San Diego, California on _____, ____.

Dated: _____

Guarantor

Print Guarantor's name and position with
Debtor (s)