

TRI-CITY PAINT CORPORATION - GUARANTY

THIS IS GUARANTY made by the Undersigned (who whether one or more, are herein sometimes called the "Guarantors") in favor of the Tri-City Paint Corporation at 9282 Miramar Road, San Diego, CA (herein called "Creditor").

In order to induce Creditor to extend from time to time credit to (type name of business applying for credit)

(herein called "Dealer") and in consideration of such extension of credit. The undersigned intending to be legally bound hereby agrees as follows:

1. The Guarantors jointly and severally hereby unconditionally and absolutely guarantee the due and punctual payment of all indebtedness obligations and liabilities of Dealer to Creditor now or hereafter incurred (herein called "Obligations'). Such guaranty is an absolute, present and continuing guaranty of payment and not of collectibility and is in no way conditioned or contingent upon an attempt to collect from Dealer or upon any other action occurrence or circumstance whatsoever. In case Dealer shall fail to pay any of the Obligations. Guarantors will pay the same to Creditor together with interest on any overdue Obligation at the annual rate of 18%.

2. The liability of the Guarantors hereunder shall not be affected or impaired by (and Creditor is hereby expressly authorized to make at any time or from time to time without notice to or further consent of the Guarantors), any compromise, settlement, release, renewal, extension, indulgence, waiver, alteration, substitution, exchange, change in, modification or other disposition either express or implied of all or any part of the Obligations.

3. Presentment, demand for payment, protest, notice of protest, notice of dishonor and of non-payment of the Obligations are hereby expressly waived by Guarantors.

4. No act of commission or omission of any kind or at any time upon Creditor's part in respect to any matter whatsoever shall in any way affect or impair the liability of Guarantors hereunder. No waiver by Creditor of any of the provisions of this Guaranty shall be valid unless in writing signed by an officer of the Creditor.

5. Guarantors will pay all expenses (including without limitation. Reasonable attorney's fees the court costs) paid or incurred by Creditor in enforcing this Guaranty.

IN WITNESS WHEREOF this Guaranty has been duly executed by the undersigned the date set forth below.

Witness: _____

Signature: _____

Print Name: _____

Address: _____

Date: _____

Witness: _____

Signature: _____

Print Name: _____

Address: _____

Date: _____