

CONTINUING GUARANTEE

1. For valuable consideration, the undersigned (hereinafter "Guarantors"), jointly, irrevocably and unconditionally guarantee and promise to promptly pay W.H. BRESHEARS, INC., a California Corporation, its successors and assigns (hereinafter "Beneficiary") on order, on demand, in lawful U.S. currency, any and all indebtedness of _____ (hereinafter "Borrowers") to Beneficiary. The word "indebtedness" is used herein in its most comprehensive sense and includes any and all advances, financial accommodations, debt, obligations, and liabilities of Borrowers or any one or more of them heretofore, now or hereafter made, incurred or created whether voluntary or involuntary, and however arising, whether due or not due, absolute or contingent, liquidated or un-liquidated, secured or unsecured, determined or undermined, including reasonable attorney fees, and whether Borrower may be liable individually or jointly with others or whether recovery upon such indebtedness may be or hereafter become barred by any statute of limitations, or whether such indebtedness may by or hereafter become otherwise enforceable.
2. The liability of Guarantors shall be for principal together with all interest and/or delinquency charges upon indebtedness. Notwithstanding the foregoing, Beneficiary may permit the indebtedness of Borrower(s) to exceed Guarantor's liability. This is continuing guarantee relating to any indebtedness including that arising under successive transactions, which shall either continue the indebtedness or from time to time renew it after it has been satisfied. Any payment by Guarantors shall not reduce their maximum obligation hereunder unless written notice to that effect is actually received by Beneficiary at or prior to the time of such payment.
3. The obligations hereunder are joint and several and independent of the obligations of Borrowers and any other guarantor, maker, or endorser of the indebtedness and will not be reduced by, but will survive as if they had not been made, any and all payments by Borrowers or any other guarantor, maker, or endorser of the indebtedness or the application of any proceeds from any collateral security for the indebtedness until the indebtedness is fully paid and finally discharged. Upon default of Borrowers in respect to any indebtedness, Beneficiary may, at its option and without notice to the Guarantor, proceed directly against the Guarantors to collect and recover the full amount of the liability under this Guarantee, or any portion of it, and the Guarantor waives any right to require Beneficiary to: (a) proceed against Borrowers, or any other guarantor, endorser, or other person whomsoever; (b) proceed against or exhaust any collateral security given to or held by Beneficiary in connection with the indebtedness; or (c) pursue any other remedy in Beneficiary's power whatsoever. A separate action or actions may be brought and prosecuted against the Guarantors whether or not action is brought against Borrower or any other guarantor, maker, or endorser of the indebtedness and whether Borrower or any other guarantor, maker, or endorser is joined in any such action or actions; and the Guarantors waive the benefit of any statute of limitations affecting the liability under this Guarantee or the enforcement of it, and agree that any payment of any indebtedness or other act that tolls any applicable statute of limitations will similarly operate to toll such statute of limitations applicable to the liability under this Guarantee. Without limiting the generality of the foregoing, the Guarantors expressly waive any right, defense, or benefit under Civ. Code §§ 2809, 2810, 2819, 2845, 2849, 2850, 2855 and Code Civ. Proc. §§ 337, 580a, 580b, 580d and any amendments to those statutes.
4. Guarantors authorize Beneficiary without notice or demand and without affecting their liability hereunder from time to time to renew, compromise, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the indebtedness, or any part thereof, including increase or decrease of the rate of interest thereon; take and hold security for the payment of this guarantee or the indebtedness guaranteed, and exchange, enforce waive and release any such security; apply such security and directly order or manner of sale thereof as Beneficiary in its sole discretion may determine; and release or substitute any one or more of the endorses of Guarantors. Beneficiary may, without notice, assign this Guarantee in whole or in part.
5. Guarantors waive any right to require Beneficiary to proceed against Borrowers, proceed or exhaust any security held from Borrowers or pursue any other remedy in Beneficiary's power whatsoever. To the maximum extent permitted by law, the Guarantors waive any claim, right, or remedy that the Guarantors may now have or later acquire against Borrowers that arise under this Guarantee or from the performance by any guarantor under this Guarantee, including without limitation, any claim, remedy, or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right or remedy of Beneficiary against Borrowers or any security that Beneficiary now has or later acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law, or otherwise, until the indebtedness is fully paid and finally discharged. In addition, the Guarantors waive any right to proceed against Borrowers, now or later, for contribution, indemnity, reimbursement, and any other surety ship rights and claims, whether direct or indirect, liquidated or contingent, whether arising under express or implied contract or by operation of law, which the Guarantors may now have or later have as against Borrowers with respect to the indebtedness, until the indebtedness is fully paid and finally discharged. The Guarantors also waive any rights to recourse to or with respect to any asset of Borrowers, until the indebtedness is fully paid and finally discharged.

6. Where one or more of the Borrowers are corporations or partnerships, it is not necessary for Beneficiary to inquire into the power of Borrowers or its officers, directors, partners or agent(s) acting or purporting to act on their behalf and any indebtedness made or created in reliance upon the professed exercise of powers shall be guaranteed hereunder. This guarantee agreement shall be binding upon the heirs, assigns and successors in interest of Guarantors hereunder.
7. Guarantors agree to pay reasonable attorney's fees and all other costs and expenses which may be incurred by Beneficiary in the enforcement of this Guarantee.
8. Any spouse who signs this Guarantee hereby expressly agrees that recourse may be held against their separate property for all spouses' obligations under this Guarantee.
9. In all cases where there is but a single borrower or single guarantor that all words used herein in the plural shall be deemed to have been used in the singular, where the context and construction so require: and when there is more than one borrower named herein or when this Guarantee is executed by more than one Guarantor, the word "Borrowers" and word "Guarantors" respectively, shall mean all and any one or more of them.
10. The Guarantors waive any defense arising by reason of any disability or other defense of Borrowers or by reason of the cessation from any cause whatsoever of the liability of Borrowers or by reason of any act or omission of Beneficiary or others that directly or indirectly results in or aids the discharge or release of Borrowers or any indebtedness or any security in respect of the indebtedness by operation of law or otherwise. The obligations under this Guarantee are enforceable without regard to the validity, regularity, or enforceability of any of the indebtedness or any of the documents related to the indebtedness, any other guaranty of the indebtedness, or any collateral security documents securing any of the indebtedness or securing any other guaranty of the indebtedness.
11. If any provision of this Guarantee is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Guarantee shall nonetheless remain in full force and effect.
12. The Guarantors warrant and agree that the waivers set forth in this Guarantee are made with full knowledge of their significance and consequences, and that under the circumstances; the waivers are reasonable and not contrary to public policy or law. If any of the waivers are determined to be contrary to any applicable law or public policy, the waivers will be effective only to the maximum extent permitted by law.
13. This Guarantee contains all the terms and conditions of the agreement between Beneficiary and the Guarantors and is an integrated agreement. No evidence of any term or agreement not set forth in this Guarantee is admissible in any dispute involving this Guarantee. None of the terms or provisions of this Guarantee may be waived, altered, modified or amended, except by an instrument in writing and duly executed by the parties. This Guarantee may be terminated on receipt by Beneficiary of written notice of its termination; provided, however, that termination will not apply to any indebtedness created prior to the time the notice of termination is received by Beneficiary. Notice of termination must be personally delivered to an officer of Beneficiary at the originating office of Beneficiary or mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to Beneficiary at the originating office.
14. This Guarantee and the rights, obligations, and liabilities under it are to be governed by, and are to be construed and interpreted in accordance with the laws of the state of California. The Guarantors agree that any legal action or proceeding arising out of or relating to the Guarantee may be instituted in the courts of Stanislaus County, California, at Beneficiary's discretion.

Executed by the undersigned Guarantors, this _____ day of _____, 20_____.

 Guarantor (Print)

 Guarantor (Signature)

 Guarantor (Social Security Number)

 Street Address

 City, State, Zip Code

 Phone Number