

GUARANTEE

Account Number: _____

Account Name: _____

Customer Legal Name: _____

Customer Tax ID Number: _____

Customer Address: _____

City, State, Zip: _____

Guarantor Legal Name: _____

Guarantor Tax ID Number: _____

Guarantor Address: _____

City, State, Zip: _____

FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, from FFF Enterprises, Inc. having its principal office at 44000 Winchester Road, Temecula, CA 92590 ("FFF"), and to induce FFF to continue to sell goods on credit or otherwise to the above named customer having an office at the above address (hereinafter "**Customer**"), the undersigned, whether there is one or more undersigned, and if there is more than one undersigned then the obligation of the undersigned is joint and several (hereinafter "**Guarantor**"), absolutely and unconditionally guarantee the full and timely payment of any and all debts, liabilities and obligations of every kind and description, direct or indirect, absolute or contingent, whether now existing or hereafter arising, when due or declared due, of Customer to FFF (collectively referred to as the "**Guaranteed Debt**"). This is an absolute, unconditional, unlimited and continuing guarantee of payment, and not collection. Guarantor hereby acknowledges and agrees that FFF shall not have to first seek payment from or enforce or attempt to collect the Guaranteed Debt from or seek any collateral provided by Customer, but that Guarantor is agreeing to be primarily, concurrently and simultaneously liable to FFF.

Guarantor acknowledges that this Guarantee and Guarantor's obligations under this Guarantee are and shall at all times continue to be absolute and unconditional in all respects, and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever which might otherwise constitute a defense to this Guarantee and/or the obligations of Guarantor under this Guarantee or the obligations of any other person or party (including, without limitation, Customer) relating to this Guarantee or the obligations of Guarantor hereunder or otherwise with respect to the Guaranteed Debt. Any defense that Customer may have to payment shall not constitute a defense to the enforcement of this Guarantee.

This Guarantee sets forth the entire understanding of FFF and Guarantor relating to the Guaranteed Debt. Guarantor absolutely, unconditionally and irrevocably waives any and all right to assert any defense, set-off, counterclaim or cross-claim of any nature whatsoever with respect to this Guarantee or the obligations of Guarantor under this Guarantee or the obligations of any other person or party (including, without limitation, Customer) relating to this Guarantee or the obligations of Guarantor under the Guarantee or otherwise with respect to the Guaranteed Debt in any action or proceeding brought by FFF to collect the Guaranteed Debt or any portion thereof, or to enforce the obligations of Guarantor under this Guarantee. Guarantor acknowledges that no oral or other agreements, understandings, representations or warranties exist with respect to this Guarantee or with respect to the obligations of Guarantor under this Guarantee, except as specifically set forth in this Guarantee.

Guarantor hereby waives notice of default of Customer, notice of presentment, notice of acceptance, notice of orders placed, notice of sales, notice of deliveries and shall remain in effect despite settlement of any disputes, adjustments, offsets and/or credits with Customer.

This Guarantee is unlimited and continuing. Any extensions of credit by FFF to Customer above present levels shall not affect the right to enforce this Guarantee. This Guarantee is a primary obligation and a guaranty of payment (not collection) and shall not require any effort or prior attempts on the part of FFF to first seek payment from Customer or any guarantor or other person. Guarantor hereby expressly agrees that FFF may seek and enforce payment from Guarantor simultaneously with or before or after FFF's efforts to enforce payment from Customer.

Guarantor agrees to pay to FFF the amount of any payments made to FFF in full or partial satisfaction of the Guaranteed Debt, and which are subsequently invalidated, declared to be preferential or fraudulent, set aside or required to be repaid by FFF to Customer, its estate, a trustee, a receiver or any other party under the United States Bankruptcy Code or any similar federal, state or local law, statute or regulation.

Guarantor assumes full responsibility for keeping informed of the financial condition of Customer, the Guaranteed Debt, and all other circumstances bearing upon Customer or the risk of non-payment of the Guaranteed Debt. Guarantor agrees that FFF shall have no duty or obligation to advise, furnish or supply Guarantor of or with any information known to FFF, including, but not limited to, the Guaranteed Debt, the financial condition of Customer, and other circumstances relating to non-payment of the Guaranteed Debt or otherwise. FFF shall have the right to extend the time of payment, modify terms, and grant indulgences to Customer, all without releasing Guarantor from the provisions of this Guarantee and without obtaining the consent of Guarantor.

Guarantor acknowledges and agrees that all indebtedness, obligations or liabilities now and at any time or times hereafter owing by Customer to Guarantor, if any, are hereby subordinated to the full and timely payment of the Guaranteed Debt to FFF.

This Guarantee shall be binding upon Guarantor's successors, assigns, heirs, executors, administrators and legal representatives and shall inure to the benefit of the successors and assigns of FFF. This Guarantee may not be changed orally, and may only be modified or released in writing and signed by the party against whom enforcement is sought. Nothing contained herein shall be construed as an obligation on the part of FFF to sell goods or extend credit to Customer, nor shall anything contained herein be construed as an obligation on the part of FFF to continue to sell goods or extend credit. Any and all notices, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be in writing and shall be deemed effective upon personal delivery upon delivery by overnight carrier, or three (3) days after mailing if mailed by registered or certified mail, return receipt requested, postage prepaid, to FFF (which shall be to the attention of Chief Financial Officer, 44000 Winchester Road, Temecula, CA 92590 or Guarantor at the addresses set forth above, or such other address or facsimile number as Guarantor or FFF specify in like manner. No failure to exercise, and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision. No extension of time for performance of the Guaranteed Debt or any other obligation or act hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligation or any other act.

This Guarantee shall be governed by and construed in accordance with the federal laws of the United States of America and internal laws of the State of California applicable to contracts made and to be performed in such state (without regard to the principle of conflicts of law applicable under California law). It is the intent of the parties that to the fullest extent permitted by law, the laws of the State of California shall govern this Agreement. To the maximum extent permitted by law, Guarantor hereby agrees that all actions or proceedings arising in connection with this agreement or any course of conduct, course of dealing, statements (whether written or oral) or actions of FFF or Guarantor in respect thereof (whether sounding in tort or contract or otherwise) be tried and determined exclusively in the state courts located in the Superior Court of Riverside County, State of California or in the United States District Court for the Central District of California, or, at the sole and exclusive discretion of FFF, in any other court located in the State of California in which FFF shall initiate legal or equitable proceedings. To the maximum extent permitted by law, Guarantor hereby expressly waives any rights it may have to assert the doctrine in any intrastate or interstate proceeding of Forum Non Conveniens or to object to venue to the extent any proceeding is brought in accordance with the foregoing Section. *Guarantor AGREES THAT THE SOLE AND EXCLUSIVE VENUE FOR ANY PROCEEDING INITIATED BY GUARANTOR SHALL BE THE SUPERIOR COURT OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, OR THE UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA.* To the maximum extent permitted by law, Guarantor hereby expressly and irrevocably submits to the personal jurisdiction of the courts of the State of California and of the United States District Court for the Central District of California for the purpose of any and all litigation arising under this Guarantee or any other document, and irrevocably agrees to be bound by any judgment rendered thereby in connection with such litigation. Guarantor further irrevocably consents to the service of process of the complaint and summons in any such litigation by certified or registered mail, postage prepaid, at the address of Guarantor provided herein. Guarantor hereby represents that it has been represented by competent counsel of its choice in the negotiation and execution of this Guarantee and all other documents associated with the contemplated transaction; that it has read and fully understood the terms hereof; that Guarantor and its counsel have been afforded an opportunity to review, negotiate and modify the terms of each document, and that it intends to be bound hereby. In accordance with the foregoing, the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Guarantee or any other document between the parties. Notwithstanding the foregoing, FFF may, at its option, commence a cause of action in a state or federal court located outside of California.

The undersigned is the Guarantor or has the authority to bind Guarantor to the terms and conditions set forth herein.

Dated: _____, 20__

[Signature of Individual Guarantor]

[Printed Name of Individual Guarantor]

OR

Dated: _____, 20__

[Name of Entity Guarantor]

By: _____
[Signature and Title]

[Printed Name and Title]