

New Application Check List Cover Sheet

Company Name: _____

Sales Representative: _____

Total Pages: _____excludes this check list cover sheet

Confidential Credit Application

Photo copy of Seller's Permit

Sales Tax Rules and Regulation *Provide one of the following*

A. Uniform Sales & Use Tax Exemption/Resale Certificate Multijurisdiction Form

This form is to be used by all customers based in the states listed below or who are selling into these states (AL, AR, AZ, CO, CT, DC, FL, GA, HI, IA, ID, IL, KS, KY, MD, ME, MI, MN, MO, NC, ND, NE, NJ, NM, NV, OH, OK, PA, RI, SC, SD, TN, TX, UT, VT, WA, WI)

B. California Resale Certificate

This form is to be used by all customers located in CA and to sell within CA

C. State Sale Tax Certificate of Exemption

If your state is not listed above then you must provide your state's Tax Certificate Of Exemption.

Trade and Bank Reference Sheet

Authorization to Obtain Personal Credit Information

Web Access Password Setup

Master Sales Agreement and Policy Statement

Check Collection Waiver Form

Guaranty Agreement

UNIFORM SALES & USE TAX EXEMPTION/RESALE CERTIFICATE — MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales and use tax, subject to the notes on pages 2–4. The issuer and the recipient have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: Ta Chen International INC DBA Sunland Shutters

Address: 5855 Obispo Avenue, Long Beach, CA 90805

I certify that:

Name of Firm (Buyer): _____

Address: _____

is engaged as a registered

Wholesaler

Retailer

Manufacturer

Seller (California)

Lessor (see notes on pages 2–4)

Other (Specify) _____

and is registered with the below-listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) selling (California) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the Seller: Window Coverings

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ¹	_____	MO ¹⁶	_____
AR	_____	NE ¹⁷	_____
AZ ²	_____	NV	_____
CA ³	_____	NJ	_____
CO ⁴	_____	NM ^{4,18}	_____
CT ⁵	_____	NC ¹⁹	_____
DC ⁶	_____	ND	_____
FL ⁷	_____	OH ²⁰	_____
GA ⁸	_____	OK ²¹	_____
HI ^{4,9}	_____	PA ²²	_____
ID	_____	RI ²³	_____
IL ^{4,10}	_____	SC	_____
IA	_____	SD ²⁴	_____
KS	_____	TN	_____
KY ¹¹	_____	TX ²⁵	_____
ME ¹²	_____	UT	_____
MD ¹³	_____	VT	_____
MI ¹⁴	_____	WA ²⁶	_____
MN ¹⁵	_____	WI ²⁷	_____

I further certify that if any property or service so purchased tax free is used or consumed as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____

(Owner, Partner, or Corporate Officer)

Title: _____

Date: _____

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____

2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from _____ of the item(s) I have listed in paragraph 5 below. [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER _____

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE _____



PRINTED NAME OF PERSON SIGNING _____ TITLE _____

ADDRESS OF PURCHASER _____

TELEPHONE NUMBER _____ DATE _____
()

Company Name: _____

Contact: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Trade Reference

Company Name: _____ Contact: _____

Phone: _____ Fax : _____

Company Name: _____ Contact: _____

Phone: _____ Fax : _____

Company Name: _____ Contact: _____

Phone: _____ Fax : _____

Bank Reference

Bank Reference: _____ Account Number: _____

Phone: _____ Fax : _____

AUTHORIZED BY

PRINT NAME

SIGNATURE

DATE

AUTHORIZATION TO OBTAIN CREDIT INFORMATION

1. By placing my signature on this page, I authorize Ta Chen International, Inc., a California corporation* ("Ta Chen") to obtain a credit report or other credit information on myself and business from any credit reporting agency or agencies as Ta Chen my choose.
2. I authorize and instruct any credit reporting agency to release my credit report and disclose all relevant credit information to Ta Chen when requested to do so. This authorization is made in connection with my application for credit with Ta Chen and their firm offer of credit for the sale of products to me. I further state that I have not elected to have my name excluded from lists of names provided by the consumer credit reporting agency for the purpose of reporting in connection with the potential issuance of firm offers of credit.
3. This Authorization is valid for multiple inquiries and will remain in effect until revoked by me in writing. I agree that I may not revoke this Authorization while I am indebted to Ta Chen for any amount.
4. I certify that the information that I have provided on this page is true and correct. A photocopy or facsimile copy of this authorization shall be as valid as the original.

Date: _____

Signature: _____

Printed Name: _____

Home Address: _____

Phone No.: _____

Social Security No.: _____

Drivers License No.: _____

State of Issuance: _____

*Please note that "Sunland® Shutters" are registered trade names of Ta Chen International, Inc.

Web Access Password Setup

Sunland® Shutters is product to introduce its www.sunlandshutters.com website where you can have 24 hours access to place your order, make payment and track order status. Once we receive the information, you will receive a confirmation e-mail with your company ID and password.

1. Company Name _____
2. CUSNO (6 letters) _____
3. First Name _____
4. Last Name _____
5. Title _____
6. Email Address _____
7. Password _____
(Password must be 6-10 characters and contain at least one number)
8. Telephone No. _____
9. Fax No. _____

Note:

Under each company, we can create multiple users with each having his/ her confidential password.

Master Sales Agreement and Policy Statement

Mission Statement

Our goal is to exceed expectations in our products and service for each and every order that we receive. Through our relentless aspiration to deliver the most technologically advanced products supported by an industry leading sales and customer service team at competitive prices, Sunland® Shutters strives to create long term value through building mutually beneficial relationships with our customers, partners and employees.

New Account

A valid seller's permit and resell certificate are required before registering as a new account. New accounts are automatically established on a C. I. A. **basis until credit is approved. Our term for approved. Our term for approved open accounts is NET 15 on the balance only. Deposits are required on all contracts. E-mail address and Internet access are strongly recommended since a vast amount of Sunland® Shutters processing task are available for view on-line.

**See Payment Methods

Order Forms

Sunland® Shutters will only accept orders made on the latest version of our order form. These order forms must be filled out completely, legibly and signed. Any incomplete forms or orders on non-approved www.sunlandshutters.com. On-line ordering is also available via our website at www.sunlandshutters.com

Terms and Conditions:

1. A 50% deposit is required on all orders except for accounts under C. I. A. terms, which require a 100% deposit.
2. Sunland® Shutter's acceptance of Customer's order is first subject to its receipt of the require deposit and information, as the case may be.
3. Time of production is also calculated from the date of its receipt of the required deposit and information.
4. All invoices must be paid in full. Discrepancies are to be filed through our customer service department.

5. Any unauthorized short paid will result in credit hold of your account immediately.
6. Upon Sunland® Shutter's discretion, personal guaranties may be required before Sunland® Shutters accepts any Customer's order. Any affected Customer will be advised if such a guaranty is necessary.
7. Sunland® Shutters reserves the right to reject any order and for any reason, including but not limited to the termination by any guarantor of his guaranty. Customer's submission of an order with the appropriate deposit is not an assurance the Customer's order will be accepted. Sunland® Shutters will deliver to Customer written notice of the rejection of Customer's order via fax or e-mail.

Payment Methods

The acceptable payment methods are different depending on account payment terms. The different payment terms consist of C.I.A., C.O.D. 1, C.O.D. 2, and Net 15.

1. C.I.A. — Limited Payment Methods Accepted

C.I.A. accounts require 100% deposit up front with payment by

- a. Credit Card
- b. Cashier's Check
- c. Money Order

Other payment methods other than the types listed above are not acceptable for C.I.A. orders.

2. C.O.D. 1 — Limited Payment Methods Accepted

C.O.D 1 accounts require 50% deposit on all orders prior to manufacturing C.O.D balance must be paid upon will call or local delivery. Payment commitment is required prior to scheduling LTL shipping or installation appointment. The following limited payment methods are accepted:

- a. Credit Card
- b. Cashier's Check
- c. Money Order
- d. ACH Check

Payment with Credit Card will be subject to pre-authorization.

Actual charge or cash payments will be processed at the date of installation or LTL shipping.

2. C.O.D. 2 -- All Payment Methods Accepted

C.O.D. 2 accounts require 50% deposit on all order prior to manufacturing C.O.D balance must be paid upon will call or local delivery. Payment commitment is required prior to scheduling LTL shipping or installation appointment. The following payment methods are accepted:

- a. Credit Card
- b. Cashier's Check
- c. Money Order
- d. ACH Check
- e. Personal Check
- f. Company Check

Actual charge or cash payments will be processed at the date of installation or LTL shipping.

4. Net 15 - All Payment Methods Accepted

Net 15 accounts require 50% deposit on all orders prior to manufacturing and balance payment within 15 days of invoice date with

- a. Credit Card
- b. Cashier's Check
- c. Money Order
- d. ACH Check
- e. Personal Check
- f. Company Check

Any non-sufficient fund (NSF) returned check will result a \$25 NSF fee and the payment terms will be changed to C. I. A. Customers must provide correct account information for ACH checks processing. For any fees that result from wrong account information there will be an additional \$25 processing fee charged to your account.

Revision/Cancellation Policy

In order to expedite your production and delivery lead time, Sunland® will no longer be able to accommodate change order or cancellation requests once the deposit has been placed on an order (because once the deposit is placed, the order will now immediately be released to the production floor and there will be no lag time that would allow for order changes / cancellations). Orders can only be cancelled or changed prior to placing deposits - a new lower administrative change of \$75 will be applied for such requests. For those customers with no-deposit or weekly deposit requirements (credit score w/ personal guarantee required), your orders can not be changed or cancelled once the order is confirmed in the system (orders will automatically be released to production once order is confirmed).

Any changes or modifications to an order or request must be in writing and faxed to Sunland® shutters. Sunland® Shutters will not accept any oral or verbal changes or modifications to an order. Changes or modifications to an order will only be accepted before the production of the order commences. A \$75 fee will be applied for any changes or modifications made to an order after the Sales order is created and before the commencement of production of the order.

As all orders are custom made to the specific requirements of the Customer, the cancellation of any order, where the deposit has not yet been paid is subject to a \$75 cancellation fee for each cancelled order, provided, however, that written cancellation is received by Sunland Shutters before production of the order commences. If production of the order has commenced, Customer shall remain liable for payment of the cancelled order in full.

All deposits are non-refundable. Cancellations are required in writing and must be faxed to Sunland® Shutters. As all order are custom made to the specific requirements of the customer, the cancellation of any order requiring a deposit will not terminate Customer's obligation to Sunland® Shutters and Customer Shall remain liable for payment of the cancelled order in full.

Shipping / Freight Policy

Sunland® Shutters offers local delivery in limited areas via its own trucks. All other deliveries will be

made via motor freight. Please check with your sales representatives for the delivery rates. Sunland® Shutters does not personally deliver to the end user's home due to liability concerns.

Sunland® Shutters ships shutters outside of the limited areas described above by motor freight due to UPS size and package limitations. Please check with your sales representatives for the delivery rates. Orders with a C.O.D. balance require a payment commitment prior to scheduling delivery with the motor freight carrier. Payment will be processed on the date order ships out.

Special Delivery/Service Surcharges via Motor Freight may consist of the following:

1. Delivery to a residential address. \$35.00 for areas serviced by Saia. \$65.00 for areas not serviced by Saia*.
2. Lift Gate Service. \$35.00 for areas serviced by Saia. \$65.00 for areas not serviced by Saia*.
3. Delivery Notification. No charge for areas serviced by Saia. \$35.00 for areas not serviced by Saia*.
4. Missed Delivery / Re-Delivery. \$72.00.
5. Re-Route. If a Customer requests a shipment to be re-routed to another location this will result in a re-route fee of \$75 plus additional freight charges.
6. If a Customer requests that a carrier hold their shipment this will result in a Storage Fee. The amount of the fee will depend on the length of time the shipment is held.

* The following states are not service by Saia: AK, CT, DC, DE, HI, MA, MD, ME, MT, NH, NJ, NY, PA, RI, VT, WV, and WY.

Storage Fees

If the finished products is not picked up within 3 weeks from the ready date, a 5% storage fee of the total invoice amount will be applied.

Disposal Fee

If the product is not pick up within 8 weeds from the ready date, the product will be disposed at Customer's expense (\$150) and the Customer is responsible for the full invoice amount.

Shortage, Damage and Non-conforming Merchandise

All Shipments must be checked carefully for damage and piece count upon receipt. Shortage or damages on motor freight shipments are recipient's responsibility. If packages are damaged due to the shipment, refuse the damaged package. Sunland® Shutters will file claims for all refused shipments. If damaged packages are accepted, carrier must be notified for an immediate inspection. It is imperative to keep all cartons and packaging material in which the order was shipped until after carrier inspection. Any shortage or damage must be noted on the bill of lading before signing.

In any claim of shortage, damage, and non-conforming merchandise, Customer must contact Sunland® Shutters customer services for a Material Return Authorization (MRA) number and further instruction.

Do not install damaged or incorrect shutters. Sunland® Shutters will not honor any damaged or incorrect claims once the product is installed. If Sunland® Shutters is not notified of any damaged or missing boxes within 7 days of delivered shipment, the Customer assumes all responsibility for any replacement.

Remake/Repair Claim is & Policies

1. Do not install damaged or incorrect shutters. Sunland will not honor any damaged or incorrect claims once the product is installed. Sunland® Shutters will repair or replace, at its sole discretion, the defective components.
2. Sunland® Shutters reserves the right to call back the original items for inspection.
3. Sunland® Shutters reserves the right to decide how the product will be remade or repaired.
4. Returning shutters without Material Return Authorization (MRA) number will be rejected and returned at Customer's cost.
5. The standard lead-time of remakes or repairs for Polycore is one week. The lead-time for basic repairs for Lexwood is one week and six weeks for remakes.
6. Customer is responsible for the shipping freight when the remake/repair is due to Customer's fault.
7. Material Return Authorization (MRA) Number: Material return authorization number can be obtained via local branch customer service or call 1-877-786-5263 (dial Option 1 for Customer Service). Sunland® Shutters customer services agents will immediately issue a MRA number for your reference and future correspondence and respond within 2 working days with a case status.
8. Claim Supporting Documentation: Claim cases require claim statement from the customer and/or digital pictures to support the claim statement.
9. Open Claim Validation: Open claim without Customer response will be closed after 1 month of the initial filed date. Further claim on the same issue and opening will not be processed.

Sunland® Shutters Full Service Installation Program (limited areas only)

To initiate an order with installation, the Customer must completely fill out a Measure Request form, sign, and submit by faxing to the respective Sunland® Shutters branch. Sunland® Shutters is not required to select additional costs associated with additional consultation requirements when aforementioned details are not indicated on the measure form.

Sunland® Shutters employees are responsible for product measurements, panel configurations, and ensuring that the order is placed within the parameters defined by the engineering specifications. Sunland® Shutters will confirm the details of the order with the end-user at the time of the measure if the Customer is not present, and may suggest any changes needed if the selected options will not function properly.

The finalized order form will be faxed to the Customer for their authorization signature. Upon receipt of a Sales Order Confirmation, the Customer is responsible for submitting a 50% deposit to start the manufacturing process. Order confirmations are sent via fax or e-mail. If the Customer does not elect to receive billing information by e-mail, confirmations will be sent by fax. Therefore, if the Customer does not have a dedicated fax line, there may be a delay in receipt of confirmations.

C.O.D balance of an installation order requires a payment commitment to be made prior to scheduling the installation appointment with end-user. The payment commitment can be made according to the payment terms list in the Payment Methods section of this Master Sales Agreement and Policy Statement.

Installation order C.O.D. 2 balance payment commitment made by check - Sunland® Shutters must receive the check prior to installation appointment scheduling. Installation order C.O.D. 2 balance payment commitment made by ACH check - ACH check payments must be received by Sunland® Shutters prior to installation appointment scheduling and will be processed on the day of the installation. Installation order C.O.D. balance commitment made by Credit Card - C.O.D. 1 orders are subject to a Credit Card pre-authorization approval prior to installation appointment scheduling. C.O.D. 2 orders must submit credit card information prior to installation appointment scheduling. C.O.D. Balance for installation order will be charged on the day of the installation.

The end-user or Customer must be present to acknowledge the condition of the shutters as installed and must acknowledge the installation completion by written acknowledgement.

Self-Measured Installation Program - Limited to areas where Sunland® offers Dealer Training Seminars

Sunland's Self-Measure Installation Program is strictly limited to customers who attend our Dealer Training Seminars and receive qualification for self-measuring by one of our in-house installers / trainers executives.

A Qualified self-measure customer may place self-measured installation orders with Sunland® Shutters via our online web order system only. Sunland® Shutters will not be responsible for our customer's design errors, order errors, measure errors or any other errors created by our customers. All of Sunland's other policies and regulations pertaining to our full service turnkey installation will fully apply to our self-measure installation orders.

Waiver of Liability on Inside and Semi-Inside Mount Applications:

Inside or semi-inside mount frames may hinder the removal of windows or interior screens for cleaning and maintenance purposes. The retailer has the responsibility to disclose these limitations to the end-user at the time of sale and waives Sunland® Shutters of any liabilities if the inside / semi-inside mount application is deemed unacceptable to the end-user after installation (regardless of whether measure and installation was provided the retailer or through Sunland's turnkey program).

Right and Notification of Changes:

Sunland® Shutters reserves the right to change or adjust the costs as necessary to reflect inflation, fuel surcharge, and rising cost in material without notice.

Sunland® Shutters reserves the right to change the specifications, materials, procedures of our products without notice.

Master Sales Agreement and Policy Statement

Customer Acceptance and Acknowledgement

Please complete the information below as acceptance and acknowledgement of the terms and conditions stated in the Sunland® Shutters Master Sales Agreement and Policy Statements.

Customer Firm (print): _____

Customer Code (print): _____

Customer Name (print): _____

Title (print): _____

Customer Signature: _____

Date: _____

DEALER CHECK COLLECTION WAIVER

Sunland® Shutters, a division of Ta Chen International, Inc., a California Corporation, (hereinafter "Sunland®") may, upon request of its authorized dealer(s), (hereinafter "Dealer"), and merely as a courtesy to such Dealer, accept and/or collect any payment from Dealer's customer (hereinafter "End User") upon completion of the installation by Sunland® of the Sunland® Shutter product. The acceptance and/or collection of any payment by Sunland® on behalf of Dealer is a courtesy and is not an obligation on Sunland's part. Sunland® will not accept cash from any End User and all payments must be made by check, made payable to Dealer. Sunland® will also not accept any checks that are not properly issued in Dealer's name. This courtesy to accept and/or collect payment may be revoked or terminated at any time before actual acceptance and/or collection takes place and is not extended to shutter installation utilizing any third party contractor or installer.

As any acceptance and/or collection of payment on behalf of Dealer is a courtesy offered by Sunland®, and as Sunland® will make every effort to maintain custody of the payment and deliver such payment to Dealer, in the event Dealer requests Sunland® to accept and/or collect any payment from End User, Dealer agrees and herein waives any and all claims that Dealer may have against Sunland® concerning the acceptance, collection, handling, management or delivery by Sunland® of any payment on Dealer's behalf and convenience. Dealer also waives any claim against Sunland® for any shortage in payment received or collected or any failure or refusal by End User to make payment and Dealer herein agrees that Sunland® shall in no way be liable to Dealer for any lost payment or any delay in the delivery of such payment to Dealer. In order to minimize the chance of the payment becoming lost in delivery between Sunland® and Dealer, Sunland® suggest that all payments accepted and/or collected by Sunland® should be personally picked up by Dealer at the appropriate Sunland® location. A separate delivery fee will be added to any personal or hand delivery by Sunland® of the accepted and/or collected payment. Such fee shall be paid to Sunland® upon receipt of the delivery.

Dealer also agrees that in order to take advantage of Sunland's courtesy collection service, Dealer must make advance arrangements with End User to provide Sunland® with the requested payment by and Dealer must also provide to Sunland®, twenty-four hours in advance, a copy of the invoice for payment. Dealer acknowledges and agrees that in the event End User fails or refuses to provide or deliver payment to Sunland® upon the completion of the installation work and upon Sunland's request, Sunland® shall take no further action in acceptance and/or collection of any payment from End User.

Dealer acknowledges, understands and agrees that any payment to Sunland® is not conditioned upon Sunland's acceptance, and/or collection, and/or delivery to Dealer of any payment from End User on its behalf. Dealer's payment to Sunland® shall remain on those terms and conditions previous agreed upon by the parties.

Dated: _____, 20 ____

Dealer

Collected Check may be will call at local office or mail by USPS certified mail with \$10 fee

GUARANTY AGREEMENT

(Continuing Guaranty)

This guaranty is given by _____ and _____ (hereinafter collectively or individually as the case may be "Guarantor") to Ta Chen International, Inc., a California corporation doing business under the fictitious business name of Sunland® Shutters ("Obligee") to induce Obligee to extend credit to _____ ("Obligor").

1. **Obligation Guaranteed.** For valuable consideration, the undersigned Guarantor jointly and severally unconditionally guarantees to Obligee the payment of any and all indebtedness of Obligor to Obligee. The word "indebtedness" is used in its most comprehensive sense and includes any and all advances, debts, obligations, and liabilities of Obligor, whenever made, incurred, or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Obligor may be liable individually or jointly with others, or whether recovery may be or become barred by any statute of limitations or otherwise become unenforceable.

2. **Death, Insolvency, or Bankruptcy.** Guarantor jointly and severally unconditionally guarantee the payment of any and all indebtedness of Obligor to Obligee, whether or not due or payable by Obligor, on (a) the death, dissolution, insolvency, or business failure of, or any assignment for the benefit of creditors by, or commencement of any bankruptcy, reorganization, arrangement, moratorium, or other debtor relief proceedings by or against, Obligor or Guarantor, or (b) the appointment of a receiver for, or the attachment, restraint of, or making or levying of any court order or legal process affecting, the property of Obligor or Guarantor, and jointly and severally unconditionally promise to pay this indebtedness to Obligee or order, on demand, in lawful money of the United States.

3. **Extent of Liability.** This guaranty may be terminated with regard to future transactions provided Guarantor gives written notice of termination to Obligee. Notice shall be deemed effective as of noon of the next succeeding business day following receipt of notice by Obligee. No notice of termination shall release Guarantor, whether or not giving the notice, from any liability as to any guaranteed indebtedness that may be owing to or held by Obligee or in which Obligee may have an interest or for which Obligee may be obligated at the time of receiving notice, and all extensions or renewals and until noon of the next succeeding business day following the receipt of such notice. The liability of Guarantor under this agreement is exclusive and independent of any security for or other guarantee of the indebtedness of Obligor, whether executed by Guarantor or any other party.

4. **Joinder of Parties.** The obligations of guarantor are joint and several, and independent of the obligations of Obligor. Obligee may bring and prosecute a separate action or actions against Guarantor, whether it brings an action against Obligor or joins Obligor in any action or actions commenced. Guarantor waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting their liability under this agreement or the enforcement of this agreement. Any payment by Obligor or other circumstance that operates to toll any statute of limitations as to Obligor shall also operate to toll the statute of limitations as to Guarantor.

5. Change of Obligation. (a) Guarantor authorizes Obligee, (whether or not after revocation or termination of this guaranty) without notice or demand and without affecting or impairing their liability, from time to time to do any of the following:

(1) Renew, compromise, extend, accelerate, or otherwise change the time for performance of, or otherwise change the terms of the obligation including increase or decrease the rate of interest; (2) Take and hold security for the performance of this guaranty or the obligation guaranteed, and exchange, enforce, waive, and release any security; (3) Apply security and direct the order or manner of sale of security as Obligee in its discretion may determine; and (4) Release or substitute any one or more of the Guarantor.

(b) Obligee may without notice assign this guaranty in whole or in part.

6. Capacity and Authority. If Obligor is a corporation, partnership or other entity, Obligee need not inquire into or verify the powers of Obligor or the authority of those acting or purporting to act on behalf of Obligor, and this Guaranty shall be enforceable with respect to any indebtedness Obligee grants or extends to Obligor in reliance on the purported exercise of those powers or authority.

7. Subordination. Any indebtedness of Obligor now or later held by Guarantor is subordinated to the indebtedness of Obligor to Obligee, and all indebtedness of Obligor to Guarantor, if Obligee so requests, shall be collected, enforced, and received by Guarantor as trustees for Obligee and be paid over to Obligee on account of the indebtedness of Obligor to Obligee, without affecting or impairing in any manner the liability of Guarantor under the other provisions of this guaranty.

8. Waiver of Defenses. (a) Guarantor waives any right to require Obligee to (1) proceed against Obligor; (2) proceed against or exhaust any security held from Obligor; or (3) pursue any other remedy in Obligee's power whatsoever.

(b) Guarantor waives any defense based on or arising out of any defense of Obligor other than payment in full of the indebtedness, including without limitation any defense based on or arising out of the disability of Obligor, the unenforceability of the indebtedness from any cause, or the cessation from any cause of the liability of Obligor other than payment in full of the indebtedness.

(c) Until all indebtedness of Obligor to Obligee is paid in full, even though that indebtedness is in excess of Guarantor's liability under this agreement, Guarantor shall have no right of subrogation, shall waive any right to enforce any remedy that Obligee now has or may later have against Obligor, and shall waive any benefit of, and any right to, participation in any security now or later held by Obligor. Guarantor waives all presentments, demands for performance, notices of protest, notices of dishonor, notices of acceptances of this guaranty, and notices of the existence, creation, or incurring of new or additional indebtedness.

(d) Guarantor assumes all responsibility for keeping themselves informed of Obligor's financial condition and assets, and of all other circumstances bearing on the risk of nonpayment of the indebtedness and the nature, scope, and extent of the risks that Guarantor assumes and incur under this agreement, and agree that Obligee shall have no duty to advise Guarantor of information known to it regarding those circumstances or risks.

9. Attorneys' Fees and Costs. In addition to the amounts guaranteed under this agreement, Guarantor jointly and severally agree to pay reasonable attorneys' fees and all other costs and expenses incurred by Obligees in enforcing this guaranty in any action or proceeding arising out of, or relating to, this guaranty.

10. Nonwaiver of Rights of Obligees. No right or power of Obligees under this agreement shall be deemed to have been waived by any act or conduct on the part of Obligees, or by any neglect to exercise that right or power, or by any delay in so doing; and every right or power shall continue in full force and effect until specifically waived or released by an instrument in writing executed by Obligees.

11. Singular and Plural. In all cases when there is but a single Obligor or a single Guarantor, all words used in the plural shall be deemed to have been used in the singular if the context and construction so require; and when there is more than one Obligor, or when this guaranty is executed by more than one Guarantor, the word "Obligor" and the word "Guarantor" respectively shall mean all and any one or more of them.

12. Effect on Heirs and Assigns. This guaranty and the liability and obligations of Guarantor under this agreement are binding on Guarantor and their respective heirs, executors, and assigns, and inure to the benefit of and are enforceable by Obligor and its successors, transferees, and assigns.

13. Notices. Any notice given by any party under this guaranty shall be personally delivered or sent by United States mail, postage prepaid, and addressed to Obligees or Guarantor at their respective addresses for notices indicated below. Guarantor and Obligees may change the place to which notices, requests, and other communications are to be sent to them by giving written notice of that change to the other.

14. Governing Law and Modification; Jurisdiction and Venue. This guaranty shall be deemed to be made under, and shall be governed by, the laws of the State of California in all respects, including matters of construction, validity, performance, and enforcement, and its terms and provisions may not be waived, altered, modified, or amended except in writing duly signed by an authorized officer of Obligees and by Guarantor. This guaranty shall be enforced by and Guarantor submits to the jurisdiction and venue of the courts of the State of California, County of Los Angeles to the exclusion of all other jurisdictions.

15. Invalidity. If any provision of this guaranty contravenes or is held invalid under the laws of any jurisdiction, this guaranty shall be construed as though it did not contain that provision, and the rights and liabilities of the parties to this agreement shall be construed and enforced accordingly.

16. Headings. Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions.

17. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Guaranty on _____, 201____.

GUARANTORS

_____ [signature of guarantor]

_____ [typed name of guarantor]

_____ [signature of guarantor]

_____ [typed name of guarantor]

Address for Notices to Guarantor:

ATTN: _____

OBLIGOR

_____ [signature of obligor]

_____ [typed name of obligor]

By _____ [typed name and title]

Address for Notices to Obligor:

ATTN: _____