

GENERAL CONTINUING GUARANTY

OF

<Your Name>

In order to induce Photon Funding, LLC ("Photon") to enter into the Accounts Receivable Factoring Agreement (the "agreement"), a true and correct copy of which is attached hereto and made a part hereof by this reference, by and between Photon and SELLER, as those parties are defined in the agreement, of even date with this Guaranty, to extend ADVANCES regarding accounts receivable factoring or other financial accommodations to SELLER, and for other good and valuable consideration, the authenticators ("Guarantor(s)"), jointly and severally, unconditionally guarantee to Photon, its successors and assigns, upon demand, the due and punctual payment, performance and discharge (whether upon acceleration or otherwise in accordance with the terms thereof) of all debts, obligations, liabilities and the warranties, representations and covenants (collectively "obligations") set forth in the agreement of SELLER to or held by Photon, of every kind or nature, whether direct or contingent, due or to become due, now existing or hereafter arising, and whether created directly or acquired by assignment or otherwise by Photon, together with all expenses of, for and incidental to collection, including, but not limited to, reasonable attorneys' fees. Guarantor(s) agree that this Guaranty shall not be impaired by any modification, supplement, extension, amendment, release or other alteration of any agreement or of the obligations hereby guaranteed or of any security therefor, to all of which Guarantor(s) consent. Guarantor(s) further agree that their liability is primary, direct and unconditional and enforceable without prior resort to any right, remedy or security. This Guaranty is a continuing guaranty and shall continue in full force and effect during the term of the agreement, and relates to any obligations, including that which may arise under successive transactions, which shall either cause SELLER to incur new obligations, continue the obligations from time to time, or renew them after they have been satisfied, until this Guaranty has been expressly terminated. Such termination shall be applicable only to transactions having their inception after the effective date of termination and shall not affect any rights or obligations arising out of transactions having their inception prior to such date, even if subsequent to such termination the obligations are modified, renewed, compromised, extended or otherwise amended. This Guaranty shall not apply to any obligations created after actual receipt by Photon of written notice of termination as to future transactions. In the absence of termination of this Guaranty, Guarantor(s) agree that nothing shall discharge or satisfy its obligations created hereunder except for the full payment and performance of the obligations. Termination by any guarantor shall not affect the continuing Guaranty hereunder of any other guarantor who does not give notice of termination. This Guaranty is made in the State of California and shall be governed by, construed and interpreted in

accordance with the laws of the State of California. Guarantor(s) waive the right to trial by jury in all actions and proceedings between Photon and Guarantor(s) and agree that all legal action or proceedings may be brought in any Court of competent jurisdiction in the County of Los Angeles, State of California, or in any other state, and Guarantor(s) hereby waives objections to summons, service of process, personal jurisdiction or venue or any such Court. Any summons or other service of process may be served on Guarantor(s) in accordance with the laws of the State of California relating to service of process or by forwarding a copy of the summons and complaint or other documents by Certified Mail, return receipt requested, to Guarantor(s) and the receipt thereof by Guarantor(s), or any agent executing a receipt, shall constitute a personal service of process on Guarantor(s). Guarantor(s) waive notice of acceptance hereof or of any transaction with Photon; presentment, protest or demand of any instrument and notice thereof; and forbearance or extension and any other notices and demands to which Guarantor(s) may be entitled. No modification, waiver or discharge of the liability of any of Guarantor(s) shall be valid unless in writing and signed by Photon. This Guaranty shall bind each of Guarantor(s) and inure to the benefit of Photon, and its respective heirs, personal representatives, executors, administrators, successors and assigns. Guarantor(s) further waives and agrees not to assert or take advantage of: (a) any right to require Photon to proceed against SELLER or any other person or to proceed against or exhaust any security held by Photon at any time or to pursue any other remedy in Photon's power before proceeding against Guarantor(s); (b) the defense of the Statute of Limitations in any action hereunder or in any action for the performance of any obligations hereby guaranteed; (c) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or persons or the failure of Photon to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons; (d) any right of setoff or compensation against amounts due under this Guaranty and all notice of nonperformance, nonpayment or nonobservance on the part of SELLER, of the terms, covenants, or conditions and provisions of this ACCOUNTS RECEIVABLE FACTORING AGREEMENT and all other notices of any kind, including, without limiting the generality of the foregoing, notice of the existence, creation or incurring of any new or additional obligations or of any action or non-action on the part of SELLER, Photon, any creditor of SELLER or Guarantor(s), or on the part of any other person whomsoever under this or any other instrument in connection with any obligations or evidence or obligations held by Photon as collateral or in connection with the obligations hereby guaranteed; (e) any defense based upon an election of remedies by Photon, the right of SELLER to proceed against Guarantor(s), or any of them, for reimbursement, or any rights or benefits under Section 2809, 2810, 2819, 2845, 2847, 2848, 2849 and 2859 of the California Civil Code and Section 726 of the California Code of Civil Procedure; (f) all duty or obligations on Photon's part to perfect, protect, retain or enforce any security for the performance of any obligations hereby guaranteed; and (g) any duty on the part of Photon to disclose to Guarantor(s) any facts Photon may now or thereafter know about SELLER, or any of them, regardless of whether Photon has reason to believe that any such facts materially increase the risk beyond that which Guarantor(s) intends to assume or has reason to believe that such facts are unknown to Guarantor(s) or has a reasonable opportunity to

communicate such facts to Guarantor(s), it being understood and agreed that Guarantor(s) is fully responsible for being and keeping informed of the financial condition of SELLER, and all of them, and of any and all circumstances bearing on the risk of nonperformance of any obligations hereby guaranteed.

Authentication Data

Date:

SELLER:

GUARANTOR:

GUARANTOR'S SERVER ASSIGNED USER NAME: