

DAVIS LABORATORIES, INC.

611 Lunar Avenue, Brea, CA 92821
714-529-7291 Fax: 714-529-4122

4175 W. Tompkins Ave., Las Vegas, NV 89103
702-251-0202 Fax: 702-251-0199

31 Airport Blvd., # C., S. San Francisco, CA 94080
650-583-8322 Fax: 650-583-8206

Client: _____

CONTINUING GUARANTEE

The undersigned, hereinafter called "GUARANTOR" intending to be legally bound hereby and in consideration of Davis Laboratories, Inc., hereinafter called "CREDITOR," advancing credit to the person, business, corporation, partnership, limited partnership or limited liability company, named above and hereinafter called "CUSTOMER," and also in consideration of CREDITOR, at its sole discretion, (a) agreeing to any additional credit at any time hereafter to CUSTOMER for services, supplies and other merchandise, or (b) to extend credit, advance money, or defer time for payment of any money due or to become due under contract, purchase order, work order or obligation arising from any contract purchase order, work order or other agreement, written or oral, or (c) to extend credit in any other manner to, or at the request or for the account of CUSTOMER, either with or without security (all such liability and obligation of CUSTOMER to CREDITOR now or hereafter existing being hereinafter referred to as 'Obligations'), do hereby jointly and severally guarantee and agree to pay to CREDITOR, upon demand, all of the Obligations together with interest thereon, and any and all expenses, including but not limited to, reasonable attorneys' fees which may be incurred by CREDITOR in collecting all or any of the Obligations and/or enforcing any rights hereunder; it being further understood and agreed that the liability hereunder of the undersigned shall be unlimited as to the amount of Obligations covered by this Guaranty.

The undersigned waive any right to require CREDITOR to (a) proceed against CUSTOMER or any other party; (b) proceed against or exhaust any security held from CUSTOMER; or (c) pursue any other remedy in CREDITOR's power whatsoever. The undersigned waive any defense based on or arising out of any defense of CUSTOMER other than payment in full of the indebtedness, including without limitation any defense based on or arising out of the disability of CUSTOMER, or the un-enforceability of the indebtedness or any part thereof from any cause, or the cessation from any cause of the liability of CUSTOMER other than payment in full of the indebtedness. CREDITOR may, at its election, foreclose on any security held by CREDITOR by one or more judicial or nonjudicial sales whether or not every aspect of any such sale is commercially reasonable, or exercise any other right or remedy CREDITOR may have against CUSTOMER, or any security, without affecting or impairing in any way the liability of the undersigned except to the extent the indebtedness has been paid. The undersigned waive any defense arising out of any such election by CREDITOR, even though such election operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy of the undersigned against CUSTOMER or any security. Until all indebtedness of CUSTOMER to CREDITOR shall have been paid in full, even though such indebtedness is in excess of the undersigned's liability hereunder, the undersigned shall have no right of subrogation and waive any right to enforce any remedy which CREDITOR now has or may hereafter have against CUSTOMER, and waive any benefit of, or any right to participate in any security now or hereafter held by CREDITOR.

This Guaranty shall be binding upon the undersigned, and the heirs and personal representatives thereof, and shall continue in full force and effect until terminated by not less than ten (10) days prior written notice from the undersigned delivered to CREDITOR's Credit Manager at 611 Lunar Avenue, Brea, CA 92821, and upon such notice the undersigned shall not be responsible to CREDITOR for any indebtedness or liability credited or incurred by CUSTOMER after the date of termination; provided that such termination shall not affect the liability of the undersigned as to amounts then owing from CUSTOMER.

If this Guaranty is executed by two or more parties, they shall be severally liable hereunder, and the word 'undersigned' wherever used herein shall be construed to refer to each of such parties separated, all in the same manner and with the same effect as if each of them had signed separate instruments; and in any such case this Guaranty shall not be revoked or impaired as to any one or more of such parties by the death of any of the others or by the revocation or release of any liabilities hereunder of any one or more of such other parties.

Executed at _____, this _____ day of _____, 19_____

Signature of Witness

Signature of Guarantor

Residence of Guarantor _____