



**Rodgers &
McDonald**
printing • graphics

UNCONDITIONAL PERSONAL GUARANTY

1. This Unconditional Personal Guaranty (this "Guaranty") is made and entered into this _____ day of _____, 20__, by _____ ("Guarantor") , an officer of _____, a _____ corporation ("Borrower") to secure the obligations of Borrower in favor RODGERS & MCDONALD PUBLISHERS, INC., a California corporation, doing business as Rodgers & McDonald Graphics ("Creditor"). As an inducement for the Creditor to enter into a business relationship with Borrower and extend Borrower credit, Guarantor has agreed to enter into this Guaranty.

2. Guarantor hereby unconditionally guarantees to Creditor the due and punctual payment, performance, and discharge of all obligations of Borrower to Creditor, whether direct or contingent, due or to become due, now existing or hereafter arising, together with any and all expenses of, for and incidental to collection, including reasonable attorneys' fees (the "Guaranteed Obligations").

3. The liability of Guarantor upon this Guaranty is a guaranty of payment and not of collectibility, and is not conditional or contingent upon the genuineness, validity, regularity or enforceability of the agreements or other instruments that Creditor might enter into with Borrower in connection with printing and related services.

4. Creditor shall have the full right, in its sole discretion and without any notice to or consent from Guarantor, from time to time and at any time and without affecting, impairing, suspending, releasing or discharging, in whole or in part, the liability of Guarantor hereunder to:

- (a) alter, amend, modify, compromise, accelerate, extend or change the time or manner for the payment of any indebtedness or the performance of any of the Guaranteed Obligations;
- (b) increase or reduce the rate of interest of any of the Guaranteed Obligations;
- (c) enter into any type of dealings or agreements with Borrower, or with any of Borrower's debtors, guarantors or endorsers, regarding the enforcement and exercise of any claims, rights or remedies of any kind or nature against Borrower or any other guarantor of Borrower's debts or debtor of Borrower, or with regard to any collateral security held by Creditor, including, without limitation, the settlement, compromise, release, surrender, modification, suspension, or impairment of any such claim, right or remedy or, as to all or any portion of the Guaranteed Obligations, release, substitute or add any one or more guarantors or endorsers;
- (d) accept additional or substituted security therefore, or release or subordinate any security therefore;
- (e) and assign its rights under this Guaranty in whole or in part.



5. No exercise or non-exercise by Creditor of any right hereby given, no dealing by Creditor with Guarantor or any other guarantor, endorser of the Note or any other person, and no change, impairment or release of all or a portion of the Guaranteed Obligations of Borrower under any agreement or suspension of any right or remedy of Creditor against any person, including, without limitation, Borrower and any other such guarantor, endorser or other person, shall in any way affect any of the Guaranteed Obligations of Guarantor hereunder or any security furnished by Guarantor or give Guarantor any recourse against Creditor. The rights of Creditor under this section are with respect to Guarantor and are not intended to expand or increase the scope of Creditor's rights against Borrower which shall be governed by the applicable contractual relationships and by applicable law.

6. This Guaranty is a continuing guaranty covering all obligations of Borrower to Creditor now owing or hereafter arising, absolute or contingent, however created, including, without limitation, all extensions of credit for printing services rendered to Borrower by Creditor. This Guaranty may only be terminated by a writing signed by Guarantor, Borrower, and Creditor.

7. Guarantor further agrees that to the extent Borrower makes a payment or payments to Creditor of any obligation, which payment or payments, or any part thereof, is substantially invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver, debtor-in-possession or any other party under the Federal Bankruptcy Code, any state or federal law, common law or equitable cause, then, to the extent of such payment or repayment, the Guaranteed Obligations or part thereof intended to be satisfied shall be revived and continued in full force and effect as if said payment had not been made.

8. Guarantor hereby waives and relinquishes all rights and remedies accorded by applicable law to guarantors and agrees not to assert or take advantage of any such rights or remedies, including, without limitation:

- (a) any defense based upon (i) any legal incapacity, disability, discharge, or limitation of liability or other defense, any other guarantor or any other person from any cause other than full payment of all sums payable under this Guaranty or (ii) the failure of Creditor to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons;
- (b) any defense based upon any lack of authority of the officers, directors, partners or agents acting or purporting to act on behalf of Borrower or any principal of Borrower or any defect in the formation of Borrower or any principal thereof;
- (c) any defense based upon Creditor's election of any remedy against Guarantor or Borrower, or both, including, without limitation, election by Creditor to exercise its rights to proceed by non-judicial rather than judicial foreclosure, which destroys the subrogation, reimbursement or indemnity rights of Guarantor or the right of Guarantor to proceed against Borrower for reimbursement, or both.



Guarantor waives all rights and defenses arising out of an election of remedies by Creditor, even though that election of remedies, destroys Guarantor's right of subrogation and reimbursement against Borrower by operation of California Code of Civil Procedure Section 580d or otherwise;

- (d) any right to require Creditor to proceed against Borrower or any other person or to proceed against or exhaust any remedy in Creditor's power before proceeding against Guarantor;
- (e) any defense based upon the negligence of Creditor, including the failure to record an interest under a deed of trust, the failure to perfect any security interest, or the failure to file a claim in any bankruptcy of Borrower or any guarantor or other person;
- (f) any defense based upon the modification, renewal, extension or other alteration of any of the obligations hereby guaranteed, or of the documents executed in connection herewith;
- (g) any defense based upon or arising out of any defense which Borrower or any guarantor or other person may have to the performance of any part of the Guaranteed Obligations hereby guaranteed;
- (h) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal;
- (i) any defense based upon Borrower's election, in any proceeding instituted under the Federal Bankruptcy Code, of the application of Section 1111(b)(2) of the Federal Bankruptcy Code or any successor statute;
- (j) any defense based upon any borrowing or any grant of a security interest under Section 364 of the Federal Bankruptcy Code;
- (k) any right of subrogation, any right to enforce any remedy which Creditor may have against Borrower and any right to participate in, or benefit from, any security for any agreements now or hereafter held by Creditor;
- (l) presentment, demand, protest and notice of any kind, including, without limitation, notice of the existence, creation or incurring of any new or additional indebtedness or obligation or of any action or non-action on the part of Guarantor or on the part of any other person whomsoever under this or any other instrument in connection with any of the Guaranteed Obligation or any evidence of indebtedness held by Creditor as collateral or in connection with any indebtedness hereby guaranteed; and



- (m) the benefit of any statute of limitations affecting any indebtedness or the performance of any of the Guaranteed Obligations. Guarantor agrees that the payment of all sums payable hereunder or under any other agreements or any part thereof or other act which tolls any statute of limitations applicable to the agreements shall similarly operate to toll the statute of limitations applicable to Guarantor's liability hereunder.

9. GUARANTOR HEREBY FURTHER WAIVES ALL RIGHTS OF SUBROGATION, REIMBURSEMENT, INDEMNITY, AND CONTRIBUTION, ALL RIGHTS TO ENFORCE ANY REMEDY THAT CREDITOR MAY HAVE AGAINST BORROWER AND ALL RIGHTS TO PARTICIPATE IN ANY SECURITY HELD BY CREDITOR FOR THE GUARANTEED OBLIGATIONS, INCLUDING ANY SUCH RIGHT OR ANY OTHER RIGHT SET FORTH IN EITHER OF SECTIONS 2848 AND 2849 OF THE CALIFORNIA CIVIL CODE, AS WELL AS ANY DEFENSES BASED UPON THE IMPAIRMENT OF ANY SUBROGATION REIMBURSEMENT, INDEMNITY, OR CONTRIBUTION RIGHTS, OR OF ANY OF THE OTHER FOREGOING RIGHTS, THAT GUARANTOR MIGHT HAVE ABSENT THE FOREGOING WAIVER; AND AGREES (i) NOT TO SEEK TO ENFORCE OR TO OBTAIN ANY SUCH RIGHT, OR TO ACCEPT ANY PAYMENT FROM ANY OTHER PERSON, IN VIOLATION OF THE FOREGOING WAIVER, AND (ii) THAT ANY AGREEMENT OR OTHER UNDERSTANDING AT ANY TIME ENTERED INTO WITH ANY PERSON GRANTING ANY SUCH RIGHT TO GUARANTOR SHALL BE NULL AND VOID.

10. The following shall constitute an "Event of Default" hereunder:

- (a) An Event of Default (as defined in any of the Guaranteed Obligations) occurs; or
- (b) The insolvency, failure in business, commission of an act of bankruptcy, general assignment for the benefit of creditors, or filing of any petition in bankruptcy or for relief under the provisions of the Federal Bankruptcy Code of, by or against either or both of Guarantor or Borrower or any successor of either; or
- (c) Guarantor breaches any of its covenants or obligations under this Guaranty.

11. If any Event of Default shall have occurred, then Creditor may, at its option, proceed without notice against Guarantor for the performance of Borrower's obligations under the Guaranteed Obligations.

12. Any indebtedness of Borrower now or hereafter held by Guarantor is hereby subordinated to any indebtedness of Borrower to Creditor and such indebtedness of Borrower to Guarantor, if Creditor so requests, shall be collected, enforced, and received by Guarantor as trustee for Creditor and held as security for performance of the obligations of Borrower to Creditor but without reducing or affecting in any manner the liability of Guarantor under the other provisions of the Guaranty.

13. Should any one or more of the provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.



14. No supplement, modification or waiver of this Guaranty or any provision hereof shall be binding unless executed in writing by the party or parties to be bound thereby. No waiver of any of the provisions of this Guaranty shall constitute the waiver of any other provisions (whether or not similar), nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided.

15. This Guaranty shall be binding upon and shall inure to the benefit of the heirs, administrators, legal representatives, successors and assigns of the parties. The obligations of Guarantor hereunder may not be assigned or delegated without the prior written consent of Creditor, in its sole discretion. Creditor shall have the right to assign and transfer its interest in this Guaranty.

16. Should Guarantor fail to pay under this Guaranty in a timely manner, Creditor shall be entitled to, and Guarantor agrees to pay to Creditor immediately upon demand therefor, all costs and expenses of enforcement or collection, including, without limitation, attorney fees and all other expenses of enforcing payment, and all such costs and expenses shall also bear interest from the date incurred by Borrower until paid at the prime rate published in the Wall Street Journal the last business day of each month, or portion thereof, in which amounts due under this section remain unpaid, plus two percent (2%).

17. Guarantor warrants and covenants that Guarantor is an officer of the Borrower and fully understands Borrower's need for and acceptance of credit from Creditor for such work and services Creditor is or will perform on Borrower's request and insistence.

18. If this Guaranty is signed by two or more persons, they shall be jointly and severally liable thereunder.

19. IN WITNESS WHEREOF, the Guarantor has executed this Guaranty at _____, California, on the date first set forth above.

Guarantor:

By: _____

Home Address of Guarantor:

Guarantor's Social Security Number: _____ - _____ - _____