



**Young's Market Company, LLC**  
 500 South Central Avenue  
 Los Angeles, CA 90013

**CONTINUING GUARANTY**

This continuing guaranty ("Guaranty") of the indebtedness of the Applicant named below, is entered into and delivered on \_\_\_\_\_, 20\_\_\_\_, to Young's Market Company, LLC ("Young's") at their offices in Los Angeles, California by the guarantor(s) executing this Guaranty ("Guarantor") in accordance with the recitals, terms and conditions set forth herein.

**RECITALS**

1. Legal name of Applicant(s) for whose indebtedness Guarantor is providing this Guaranty: \_\_\_\_\_  
 (collectively, "Applicant"). Applicant does business under the name of \_\_\_\_\_.

2. Guarantor(s)  
 Name and Capacity of person(s) signing this guaranty (if signing as individuals, indicate "own" as Capacity; if signing on behalf of a corporation, limited liability, partnership, or trust, indicate the applicable Capacity) (collectively, "Guarantor"):

(1) _____	(2) _____	(3) _____
Name	Name	Name
_____	_____	_____
Capacity	Capacity	Capacity
Social Sec. No (1) _____	(2) _____	(3) _____
Date of Birth (1) _____	(2) _____	(3) _____
Home Address (1) _____	(2) _____	(3) _____
(1) _____	(2) _____	(3) _____
Telephone (1) _____	(2) _____	(3) _____

3. Recitals:
- i. Guarantor is an officer, shareholder, interest holder, director officer or trustee of Applicant and has a direct financial interest in Applicant.
  - ii. Young's Market Company, LLC ("Young's") is a licensed wholesaler of alcoholic beverages, and distributor of non-alcoholic products.
  - iii. In order for Applicant to obtain credit for the purchase of goods and merchandise from Young's, Guarantor(s) is entering into this Guaranty.

**GUARANTY**

In consideration of Young's granting credit to Applicant for the purchase of goods and merchandise from Young's, the undersigned Guarantor does hereby unconditionally guarantee repayment, when due, of all amounts due and owing by Applicant to Young's (the "Guaranteed Obligations"). If Applicant defaults in the payment of any such Guaranteed Obligations, for any reason, or Applicant shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator for itself and/or any of their respective properties or assets, (ii) admit in writing its inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated a bankrupt or insolvent or (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or enter into an arrangement with creditors or take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or file an answer admitting the material allegations of a petition filed against it in any proceeding under any law or if any action shall be taken by Applicant for the purposes of effecting any of the foregoing, Guarantor will pay to Young's on its order or demand the amount then due and owing to Young's by Applicant.

This Guaranty is an open and continuing guaranty. If Guarantor is executing this Guaranty in his/her capacity as an individual, Guarantor understands that this is a personal guarantor and that he/she will be personally liable thereunder. This Guaranty shall remain in full force and effect unless and until Guarantor delivers to Young's written notice via certified mail revoking it and any such notice shall only be effective as to indebtedness incurred by the Applicant subsequent to the delivery of such notice.

Guarantor's liability will continue notwithstanding the incapacity, death, or disability of any person (including Applicant). The failure by Young's to file or enforce a claim (whether or not in receivership, bankruptcy, or other similar proceeding) against Applicant, the estate of Applicant, or any other guarantor of Applicant shall not effect Guarantor's liability under this Guaranty nor shall Guarantor be released from liability under this Guaranty if recovery from the Applicant, the estate of Applicant, or any other guarantor of Applicant, or any other person, becomes barred by any statute of limitations or is otherwise prevented.

This continuing Guaranty shall apply to any indebtedness related to all goods and merchandise sold or delivered by Young's to any agent or employee of the Applicant as shown and stated on the accounts and records of Young's relating to the Applicant from time to time.

Guarantor agrees that in the event the indebtedness being guaranteed herein is the indebtedness of a trust, or of any entity of which the trust is a shareholder

or partner, Guarantor expressly waives any and all rights conferred upon Guarantor by the provision of California Probate Code Section 18000, which protects a trustee and trust from liability for contracts entered into by the trustee on behalf of a trust. Guarantor understands and agrees that Young's may proceed against the trust in accordance with Probate Code Section 18004.

Guarantor absolutely, unconditionally, knowingly, and expressly waives:

(a) (1) notice of acceptance of this Guaranty by Young's as a condition precedent to the validity of this Guaranty; (2) notice of any loans or other financial accommodations made or extended by Young's to Applicant or the creation or existence of any Guaranteed Obligations; (3) notice of the amount of the Guaranteed Obligations, subject, however, to Guarantor's right to make inquiry of Young's to ascertain the amount of the Guaranteed Obligations at any reasonable time; (4) notice of any adverse change in the financial condition of Applicant or of any other fact that might increase Guarantor's risk hereunder; (5) notice of presentment for payment, demand, protest, and notice thereof to Applicant with respect to the Guaranteed Obligations; (6) notice of any default with respect to the Guaranteed Obligations; and (7) all other notices and demands to which the Guarantor might otherwise be entitled.

(b) Its right, under Sections 2845 or 2850 of the California Civil Code, or otherwise, to require Young's to institute suit against, or to exhaust any rights and remedies which Young's has or may have against, Applicant or any third party, or against any collateral for the Guaranteed Obligations provided by Applicant or any third party. In this regard, Guarantor is bound to the payment of all Guaranteed Obligations, whether now existing or hereafter accruing, as fully as if such Guaranteed Obligations were directly owing to Young's by Guarantor. Guarantor further waives any defense arising by reason of any disability or other defense (other than the defense that the Guaranteed Obligations shall have been fully and finally performed and indefeasibly paid) of Applicant or by reason of the cessation from any cause whatsoever of the liability of Applicant in respect thereof.

(c) (1) any rights to assert against Young's any defense (legal or equitable), set-off, counterclaim, or claim which Guarantor may now or at any time hereafter have against Applicant or any other party liable to Young's; (2) any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Guaranteed Obligations or any security therefor; (3) any defense Guarantor has to performance hereunder, and any right Guarantor has to be exonerated, provided by Sections 2819, 2822, or 2825 of the California Civil Code, or otherwise, arising by reason of: the impairment or suspension of Young's rights or remedies against Applicant; the alteration by Young's of the Guaranteed Obligations; any discharge of the Guaranteed Obligations to Young's by operation of law as a result of Young's intervention or omission; or the acceptance by Young's of anything in partial satisfaction of the Guaranteed Obligations to Young's by operation of law as a result of Young's intervention or omission; or the acceptance by Young's of anything in partial satisfaction of the Guaranteed Obligations; (4) the benefit of any statute of limitations affecting Guarantor's liability hereunder or the enforcement thereof, and any act which shall defer or delay the operation of any statute of limitations applicable to the Guaranteed Obligations shall similarly operate to defer or delay the operation of such statute of limitations applicable to Guarantor's liability hereunder.

Guarantor absolutely, unconditionally, knowingly and expressly waives any defense arising by reason of or deriving from (i) any claim or defense based upon an election of remedies by Young's; or (ii) any election by Young's under the Bankruptcy Code Section 1111(b) to limit the amount of, or any collateral securing, its claim against the Applicant.

Pursuant to Section 2856 of the California Civil Code, Guarantor waives all rights and defenses arising out of an election of remedies by the creditor, even though that election of remedies has destroyed Guarantor's rights of subrogation and reimbursement against Applicant.

Guarantor hereby absolutely, unconditionally, knowingly, and expressly waives: (i) any right of subrogation Guarantor has or may have as against Applicant with respect to the Guaranteed Obligations; (ii) any right to proceed against Applicant or any other person or entity, now or hereafter, for contribution, indemnity, reimbursement, or any other suretyship rights and claims, whether direct or indirect, liquidated or contingent, whether arising under express or implied contract or by operation of law, which Guarantor may now have or hereafter have as against Applicant with respect to the Guaranteed Obligations; and (iii) any right to proceed or seek recourse against or with respect to any property or asset of Applicant.

WITHOUT LIMITING THE GENERALITY OF ANY OTHER WAIVER OR OTHER PROVISION SET FORTH IN THIS GUARANTY, GUARANTOR HEREBY ABSOLUTELY, KNOWINGLY, UNCONDITIONALLY, AND EXPRESSLY WAIVES AND AGREES NOT TO ASSERT ANY AND ALL BENEFITS OR DEFENSES ARISING DIRECTLY OR INDIRECTLY UNDER ANY ONE OR MORE OF CALIFORNIA CIVIL CODE SECTIONS 2799, 2808, 2809, 2810, 2815, 2819, 2820, 2821, 2822, 2825, 2839, 2845, 2848, 2849, AND 2850, CALIFORNIA UNIFORM COMMERCIAL CODE SECTIONS 3116, 3118, 3119, 3419, 3605, 9504, AND 9507, AND CHAPTER 2 OF TITLE 14 OF PART 4 OF DIVISION 3 OF THE CALIFORNIA CIVIL CODE.

In any action on this guaranty agreement, attorney's fees and costs shall be awarded to Young's, if determined therein to be the prevailing party. This Agreement shall be governed by the laws of the State of California. In addition to any other jurisdiction determined appropriate by Young's, Guarantor hereby consents to and by this Agreement submit themselves to the personal jurisdiction of the State Courts of Orange County, California for the purposes of any judicial proceedings which are instituted for the enforcement of this Agreement. Undersigned agree that venue is proper in said jurisdiction.

IN WITNESS WHEREOF the undersigned Guarantor(s) have executed this Guaranty this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_  
Guarantor (signature only no title) Guarantor (signature only no title) Guarantor (signature only no title)

(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_  
Guarantor (printed name) Guarantor (printed name) Guarantor (printed name)