

# RANSOM'S *True Value* LUMBER

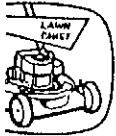
P.O. BOX 159 - 532 "B" STREET • RAMONA, CALIFORNIA 92065-0159  
PHONE: (760)789-0240 • FAX: (760)789-0817

www.ransombrothers.com

True Value Hardware  
Features These  
Products and More:



TEST PAINTS



LAWNMOWERS



LAWN AND GARDEN



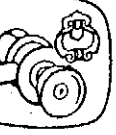
POWER TOOLS



ERASABLE SUPPLIES



WRITING SUPPLIES



GENERAL HARDWARE



PAINT SUNDRIES



BUILDING MATERIALS

This guaranty is made by the undersigned as guarantor in favor of Ransom Brothers Lumber & Supply Co., A California corporation, (referred to herein as "Company") in connection with the extension of credit to \_\_\_\_\_ (the "customer"). As a material inducement to and in consideration for Company agreeing to extend credit to customer, guarantor agrees as follows:

1. Guarantor irrevocably and unconditionally guarantees and promises to perform and be liable for all obligations of customer to company. This is a continuing Guaranty.
2. Guarantor agrees that, without the consent of or notice to Guarantor and without reducing or terminating and obligation of guarantor hereunder: (a) any term, covenant or condition of the agreement for extension of credit to customer may be amended, enlarged, compromised, released or otherwise altered in any manner by company and customer, or and successor(s) in interest to them and guarantor shall pay all obligations of customer so amended, enlarged, compromised, released, or altered; (b) and party liable to the company may be exercised, waived, impaired, modified, limited or ignored.
3. Guarantor waives and agrees not to assert in any way: (a) any right to require Company to proceed against Customer or to pursue and other remedy that may be available to company before proceeding against Guarantor; (b) and statute of limitations or defenses of laches and/ or estoppel in any action on or relating to the Guaranty; (c) and right or defense that may now or hereafter arise by reason of the absence, impairment, modification, reduction, termination ( whether arising by bankruptcy, Company's election of remedies or otherwise) of (i) Customer's liability to company or (ii) Guarantor's right of subrogation or right to seek reimbursement from customer. Without in any manner limiting the foregoing, guarantor waives any and all benefits that might otherwise be available to Guarantor under California Civil Code Section 2809, 2810, 2819, 2845 and 2850 and any similar or analogous statute under the law of any other jurisdiction.
4. Guarantor waives and agrees not to assert any defense based upon the lack of any presentment, demand or notice to customer or Guarantor.

*True Value*® "More than just a name . . . it's our way of doing business"

5. Until all of customer's obligations to company have been fully performed, Guarantor: (a) shall have no right of subrogation against customer by reason of any payment or performance by Guarantor under the Guaranty; and, (b) subordinates any liability or indebtedness customer now or may hereafter have to Guarantor to the obligations of Customer to Company.
6. This Guaranty applies to, insures to the benefits of and binds all parties hereto, and heirs, successors and assigns. Company may assign its interest in the Guaranty at any time.
7. This Guaranty constitutes the entire agreement between Guarantor and company with respect to the subject matter hereof. No provision of this Guaranty shall be deemed waived or modified except by a writing signed by Company.
8. Guarantor represents to Company that it is fully informed about the financial condition of Customer and all circumstances relating to Customer's obtaining credit from Company and Guarantor agrees that company shall have no duty, at any time, to provided Guarantor with any information regarding Customer.
9. Should any provision of this Guaranty be judicially determined to be unenforceable, all remaining provisions shall be given full force and effect to the fullest extent possible.
10. In the event of a breach of the Guaranty by Guarantor, and waiver or failure to enforce any right of company hereunder shall not be deemed a waiver of any of Company's rights as to any other breach by Guarantor.
11. In any action arising out of or in connection with the making of the Guaranty, the prevailing party in such action shall be entitled to recover all reasonable attorneys fees and costs incurred in connection with such action.
12. Time is strictly of the essence under this Guaranty and any amendment or modification thereof.
13. Guarantor acknowledges receipt of a copy of the account agreement and terms of sale between Company and Customer.

Dated: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_