

## CONTINUING CORPORATE GUARANTY

THIS CONTINUING CORPORATE GUARANTY ("Guaranty") is made and effective as of \_\_\_\_\_ (the "Effective Date"), by and between \_\_\_\_\_, a \_\_\_\_\_, with offices at \_\_\_\_\_ ("Guarantor"), and Plavan Commercial Fueling, Inc., a California corporation dba P-Fleet, with its principal office at 6390 Greenwich Dr., Suite 200, San Diego, CA 92122 ("P-Fleet" or "Creditor").

1. For valuable consideration, the undersigned (hereinafter called "Guarantor") jointly and severally unconditionally guaranties and promises to pay PLAVAN COMMERCIAL FUELING, INC., a California corporation ("Creditor"), or order, on demand, in lawful money of the United States, any and all indebtedness of \_\_\_\_\_, a \_\_\_\_\_ ("Debtor"). The word "indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations, and liabilities of Debtor or any one or more of them, heretofore, now, or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Debtor may be liable individually or jointly with others, or whether recovery upon such indebtedness may be or hereafter become barred by any statute of limitations, or whether such indebtedness may be or hereafter become otherwise unenforceable.
2. This is a continuing guaranty relating to any indebtedness, including that arising under successive transactions, which will either continue the indebtedness or from time to time renew the indebtedness after it has been satisfied. This Guaranty will not apply to any indebtedness created after actual receipt by Creditor of written notice of its revocation as to future transactions. If this Guaranty is revoked, returned or canceled, and subsequently any payment or transfer of any interest in property by Debtor to Creditor is rescinded or must be returned by Creditor to Debtor, this Guaranty will be reinstated with respect to any such payment or transfer, regardless of any such prior revocation, return or cancellation.
3. The obligations hereunder are joint and several, and independent of the obligation of Debtor, and a separate action or actions may be brought and prosecuted against Guarantor whether action is brought against Debtor or whether Debtor be joined in any such action or actions; and Guarantor waives the benefit of any statute of limitations affecting Guarantor's liability hereunder or the enforcement thereof.
4. Guarantor authorizes Creditor, without notice or demand and without affecting Guarantor's liability hereunder, from time to time, to (a) renew, compromise, extend, accelerate, or otherwise change the time for payment of, or otherwise change the terms of the indebtedness or any part thereof, including increase or decrease of the rate of interest thereon; (b) take and hold security for the payment of this Guaranty or the indebtedness guaranteed, and exchange, enforce, waive, and release any such security; (c) apply such security and direct the order or manner of sale thereof as Creditor in its discretion may determine; and (d) release or substitute any one or more of the endorsers or guarantors. Creditor may without notice assign this Guaranty in whole or in part.
5. Guarantor waives any right to require Creditor to (a) proceed against Debtor; (b) proceed against or exhaust any security held from Debtor; or (c) pursue any other remedy in Creditor's power whatsoever. Guarantor waives any defense arising by reason of any disability or other defense of Debtor or by reason of the cessation from any cause whatsoever of the liability of Debtor. Until all indebtedness of Debtor to Creditor will have been paid in full, even though such indebtedness is in excess of Guarantor's liability hereunder, Guarantor will have no right of subrogation, and waives any right to enforce any remedy which Creditor now has or may hereafter have against Debtor, and waive any benefit of, and any right to participate in any security now or hereafter held by Creditor. Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty and of the existence, creation, or incurring of new or additional indebtedness.
6. In addition to all liens upon, and rights of setoff against the moneys, securities, or other property of Guarantor given to Creditor by law, Creditor will have a lien upon and a right of setoff against all moneys, securities, and other property of Guarantor; and every such lien and right of setoff may be exercised without demand upon or notice to Guarantor. No lien or right of setoff will be deemed to have been waived by any act or conduct on the part of Creditor, or by any neglect to exercise such right of setoff or to enforce such lien, or by any delay in so doing; and every right of setoff and lien will continue in full force and effect until such right of setoff or lien is specifically waived or released by an instrument in writing executed by Creditor.
7. Guarantor agrees to pay reasonable attorney's fees and all other costs and expenses, which may be incurred by Creditor in the enforcement of this Guaranty.
8. No provision of this Guaranty may be amended or waived except in writing. The unenforceability or invalidity of any provision of this Guaranty will not affect the enforceability or validity of any other provision of this Guaranty.
9. This Guaranty will be governed by and construed under the laws of the State of California. Any dispute arising under or relating to this Guaranty will be resolved in a court in San Diego, California, and Guarantor expressly waives any right Guarantor may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

**IN WITNESS WHEREOF, the undersigned has the corporate authority to execute, to bind Guarantor to, and hereby executes this Continuing Corporate Guaranty.**

Signature X	Print Name	Title	Date
-------------	------------	-------	------