

## CONTINUING GUARANTY

In consideration of ClearFreight, Inc., a California corporation, hereinafter referred to as "CF," extending credit to \_\_\_\_\_

(Corporate or Business name)

(hereinafter referred to as "Debtor"), the undersigned, and each of them, jointly and severally, do hereby guarantee payment of all amounts due for all purchases made by Debtor from CF.

The liability of the undersigned under this Continuing Guaranty shall not exceed at any one time the sum of \_\_\_\_\_ dollars, (\$ \_\_\_\_\_), and this Guaranty shall be continuing and if full force and effect and the undersigned shall not be relieved of any liability under this Guaranty for future purchases by Debtor until CF has received written notice to that effect from the undersigned. It is expressly understood and agreed that the undersigned, jointly and severally, agree to pay any deficiency or balance owing CF by Debtor up to the amounts specified in this Continuing Guaranty.

If suite be brought upon this Guaranty for the collection of monies due CF, the undersigned, jointly and severally, further agree to pay reasonable attorneys' fees, together with all costs, and the undersigned, jointly and severally, hereby specifically waive protest, notice of protest, dishonor, and notice of default, and the undersigned, jointly and severally, hereby further specifically authorize CF to grant extensions of time to Debtor for payment of any balances due without the necessity of protest and notices, and the undersigned, jointly and severally, agree to remain fully liable under this Guaranty upon any such extensions of time for payment.

In the event of any proceeding by Debtor for a composition or extension under the provisions of the Federal Bankruptcy laws, the undersigned, jointly and severally, as guarantors, expressly waive the extension of the obligation of this Guaranty, and hereby agree that CF, or its successors or assigns, may proceed immediately against the undersigned, jointly and severally to collect any amounts due under the provision of this Guaranty.

The signature of each of the undersigned represents that the undersigned, and each of them, have the financial responsibility, ability and willingness to pay all invoices of CF to Debtor in accordance with their terms.

EXECUTED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

*(Please copy onto your letterhead before signing and returning to ClearFreight, Inc.)*