

**CORPORATE GENERAL GUARANTEE**

In consideration of financial accommodations given or to be given to \_\_\_\_\_ (herein called the Lessee/Debtor by **Radiance Capital LLC** (herein called the Lessor/Creditor), and in consideration of the Lessor's/Creditor's agreeing to deal with the Lessee/Debtor the undersigned corporation hereby unconditionally guarantees payment to the Lessor/Creditor of all liabilities and indebtedness which the Lessee/Debtor has incurred, or my incur, to the Lessor/Creditor, whether arising from dealings between the Lessor/Creditor and the Lessee/Debtor or from other dealings by which the Lessor/Creditor may become in a way a creditor of the Lessee/Debtor.

The Lessor/Creditor may apply all money received from the Lessee/Debtor or otherwise, or from collateral, upon such part of the Lessee's/Debtor's indebtedness as the Lessor/Creditor may think best, without in any way limiting or lessening the liabilities of the undersigned under this guarantee. This guarantee is not conditioned upon the nature, extent, validity, enforceability or value of any collateral or security which Lessor/Creditor may now or hereafter hold in respect of indebtedness hereby guaranteed, nor of any other guarantee or obligation held in respect thereof.

The Lessor/Creditor shall not be bound to exhaust its recourse nor to take any action against the Lessee/Debtor or other parties or on the collateral it may hold before being entitled to payment by the undersigned of all amounts hereby guaranteed, but may make such demands and take such action as it deems advisable.

This shall be a continuing guarantee and shall be binding without notice to the undersigned of its acceptance, and shall cover all liabilities which the Lessee/Debtor may incur or be under until the undersigned shall have given the Lessor/Creditor notice in writing to make no further advances on the security of this guarantee; provided that such notice by the undersigned shall not lessen or diminish in any way the liability of the undersigned on any indebtedness or liability incurred prior to the receipt by Lessor/Creditor of such notice; and in event of such notice, the Lessor/Creditor may cease to make any further advances to the Lessee/Debtor.

Notice of default on the part of the Lessee/Debtor is hereby waived; and the undersigned agrees to remain bound notwithstanding any extensions or renewals of any indebtedness or the liabilities hereby guaranteed or any part thereof, and consent is hereby given to the Lessor/Creditor to make such renewal and extensions as the Lessor/Creditor at its option further compound and settle with the Lessee/Debtor or any other guarantor, and Lessor/Creditor may substitute, surrender or release any collateral which it may now or hereafter hold belonging to the Lessee/Debtor or which secures the liabilities and indebtedness hereby guaranteed, or any other guarantor thereof, all without notice to the undersigned and without affecting in any way the obligations of the undersigned to the Lessor/Creditor.

The undersigned represents that its economic interests are benefited by the financial accommodations provided to said Lessee/Debtor, whether by subsidiary or affiliate relationships or by trade relationships with said Lessee/Debtor. If this guarantee is referred to an attorney for enforcement or for collection, the undersigned agrees to pay the costs and expenses of such action including reasonable attorney's fees and whether or not suit be commenced. The agreement is for the benefit of any holder by assignment, endorsement or otherwise, of any note or other evidence of indebtedness (or any portion thereof) of Lessee/Debtor hereby guaranteed.

This Guarantee shall be governed by the laws of the **State of** \_\_\_\_\_. In case of suit or action to enforce the terms of this guarantee, the undersigned consent to the jurisdiction of the courts in \_\_\_\_\_ **County in the State of** \_\_\_\_\_.

Dated at  
This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
**Guarantor Corporation**

By: \_\_\_\_\_  
Authorized Signer, Title