

GENERAL CONTINUING GUARANTY REGARDING

In order to induce 21st Capital Corp. ("CAPITAL") to enter into the Accounts Receivable Factoring Agreement (the "agreement") by and between CAPITAL and SELLER, as those parties are defined in the agreement, to extend ADVANCES regarding accounts receivable factoring or other financial accommodations to SELLER, and for other good and valuable consideration, the authenticator ("Guarantor") unconditionally guarantees to CAPITAL, its successors and assigns, upon demand, the due and punctual payment, performance and discharge (whether upon acceleration or otherwise in accordance with the terms thereof) of all debts, obligations, liabilities of SELLER, including, but not limited to, the warranties, representations and covenants (collectively "obligations") set forth in the agreement to or held by CAPITAL, of every kind or nature, whether direct or contingent, due or to become due, now existing or hereafter arising, and whether created directly or acquired by assignment or otherwise by CAPITAL, together with all expenses of, for and incidental to collection, including, but not limited to, reasonable attorneys' fees. Guarantor agrees that this Guaranty shall not be impaired by any modification, supplement, extension, amendment, release or other alteration of any agreement or of the obligations hereby guaranteed or of any security therefor, to all of which Guarantor consents. Guarantor further agrees that its liability is primary, direct, unconditional and enforceable without prior resort to any right, remedy or security. This Guaranty is a continuing guaranty and shall continue in full force and effect during the term of the agreement, and relates to any obligations, including that which may arise under successive transactions, which shall either cause SELLER to incur new obligations, continue the obligations from time to time, or renew them after they have been satisfied, until this Guaranty has been expressly terminated. Such termination shall be applicable only to transactions having their inception after the effective date of termination and shall not affect any rights or obligations arising out of transactions having their inception prior to such date, even if subsequent to such termination the obligations are modified, renewed, compromised, extended or otherwise amended. This Guaranty shall not apply to any obligations created after actual receipt by CAPITAL of written notice of termination as to future transactions. In the absence of termination of this Guaranty, Guarantor agrees that nothing shall discharge or satisfy its obligations created hereunder except for the full payment and performance of the obligations. Termination by any other guarantor shall not affect the continuing Guaranty hereunder of any other guarantor who does not give notice of termination. This Guaranty is made in the State of California and shall be governed by, construed and interpreted in accordance with the laws of the State of California. Guarantor waives the right to trial by jury in all actions and proceedings between CAPITAL and Guarantor, and agrees that all legal action or proceedings may be brought in any Court of competent jurisdiction in the County of Los Angeles, State of California, or in any other state, and Guarantor hereby waives objections to summons, service of process, personal jurisdiction or venue of any such Court. Any summons or other service of process may be served on Guarantor in accordance with the laws of the State of California relating to service of process or by forwarding a copy of the summons and complaint or other documents by Certified Mail, return receipt requested, to Guarantor and the receipt thereof by Guarantor, or any agent executing a receipt, shall constitute a personal service of process on Guarantor. Guarantor waives notice of acceptance hereof or of any transaction with CAPITAL; presentment, protest or demand of any instrument and notice thereof; and forbearance or extension and any other notices and demands to which Guarantor may be entitled. No modification, waiver or discharge of the liability of any of Guarantor shall be valid unless in writing and signed by CAPITAL. This Guaranty shall bind Guarantor and shall inure to the benefit of CAPITAL, and its respective heirs, personal representatives, executors, administrators, successors and assigns. Guarantor further waives and agrees not to assert or take advantage of: (a) any right to require CAPITAL to proceed against SELLER or any other person or to proceed against or exhaust any security held by CAPITAL at any time or to pursue any other remedy in CAPITAL's power before proceeding against Guarantor; (b) the defense of the Statute of Limitations in any action hereunder or in any action for the performance of any obligations hereby guaranteed; (c) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or persons or the failure of CAPITAL to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons; (d) any right of setoff or compensation against amounts due under this Guaranty and all notice of nonperformance, nonpayment or nonobservance on the part of SELLER, of the terms, covenants, or conditions and provisions of the agreement and all other notices of any kind, including, without limiting the generality of the foregoing, notice of the existence, creation or incurring of any new or additional obligations or of any action or non-action on the part of SELLER, CAPITAL, any creditor of SELLER or Guarantor, or on the part of any other

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PLEASE PRINT, SIGN AND FAX THIS DOCUMENT TO 21st Capital Corp

FAX NUMBER: 213-596-5787

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person whomsoever under this or any other instrument in connection with any obligations or evidence or obligations held by CAPITAL as collateral or in connection with the obligations hereby guaranteed; (e) any defense based upon an election of remedies by CAPITAL, the right of SELLER to proceed against Guarantor, or any other guarantor, for reimbursement, or any rights or benefits under Section 2809, 2810, 2819, 2845, 2847, 2848, 2849 and 2859 of the California Civil Code and Section 726 of the California Code of Civil Procedure; (f) all duty or obligations on CAPITAL's part to perfect, protect, retain or enforce any security for the performance of any obligations hereby guaranteed; and (g) any duty on the part of CAPITAL to disclose to Guarantor any facts CAPITAL may now or thereafter know about SELLER, or any of them, regardless of whether CAPITAL has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reason to believe that such facts are unknown to Guarantor or has a reasonable opportunity to communicate such facts to Guarantor, it being understood and agreed that Guarantor is fully responsible for being and keeping informed of the financial condition of SELLER, and of any and all circumstances bearing on the risk of nonperformance of any obligations hereby guaranteed. Guarantor hereby authorizes CAPITAL to obtain and use current and ongoing consumer credit reports pertaining to Guarantor's personal credit history and/or creditworthiness from any credit reporting agency or agencies from which CAPITAL receives such reports. Guarantor waives any right or claim, which Guarantor would otherwise have under the Fair Credit Reporting Act in the absence of this continuing consent.

Date:

SELLER:

GUARANTOR:

(Signature)

GUARANTOR'S SERVER ASSIGNED USER NAME:

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