

CONTINUING PERSONAL GUARANTY

In order to induce America's Gold located at 650 South hill street, suite#224, Los Angles, CA 90014 to extend and / or continue to extend financial accommodations and to accept the above Credit Acceptance Application and Purchase Agreement of _____ ("Buyer") and to sell goods to buyer, and in consideration of any loans, advances or financial accommodations previously made, presently agreed to, or subsequently granted by America's gold to or for the amount of the buyer, whether pursuant to this agreement, or otherwise, the undersigned("Guarantor") for value received guaranties, promises and undertakes as follows:

1) Guarantor unconditionally, absolutely, and irrevocably guaranties and promises to pay to America's Gold, or order, or demand, in lawful money of the united states any and all past, present, or future indebtedness and/or obligations of buyer now and then owing to America's Gold. The terms "indebtedness" and "obligations" are used in there most comprehensive sense and include any and all advances, debts, obligations, and liabilities of buyer heretofore, now, or hereafter made, incurred, or created, whether voluntary or involuntary, whether buyer may be liable individually or jointly with others, and includes buyer's prompt, full and faithful performance of each and every term and condition herein set forth or otherwise agreed to in transactions between Americas Gold and buyer, including interest.

2) This personal guaranty is a continuing guaranty which shall remain effective during the term of the agreement and relates to any obligations, including those which arise under successive transactions which shall either cause buyer 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 in writing by guarantor by delivering **such termination** to Americas Gold business place in person or certified mail, return receipt requested. The date of termination shall be the actual date on which such written termination is received by Americas Gold. Such termination shall allow creditor in its sole discretion to terminate its course of dealing with buyer for the sale of goods to buyer by Americas Gold. Such termination shall be applicable only to transactions beginning after effective date of the 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 and those obligations are modified, renewed, compromised, extended, or otherwise amended. The liability of Guarantor shall continue notwithstanding any incapacity, subsequent lack of authority, death, or disability of any person or entity. Notice of acceptance of this continuing guaranty by buyer is waived. The failure by Americas Gold to enforce a claim against the estate(either in Administration, bankruptcy, or other proceeding) of buyer or of any person shall not affect guarantor's liability hereunder, nor shall guarantor be released from liability if recovery from buyer, any other guarantor, or any other person, becomes barred by any statute of limitations or is otherwise prevented. This means that Guarantor is giving up his/her/its right to assert a defense in any action that the statute of limitations has run and bars the collection of any debt from Guarantor.

3) Guarantor agrees that he/she/it is directly and primarily liable to Americas Gold, that the Guarantor's obligations hereunder are independent of the obligations of buyer or any other guarantor, and that a separate action or actions may be brought and prosecuted against guarantor whether or not action is brought against buyer or any other guarantor.

4) Guarantor has executed this guaranty in the normal course of his/her/its business, and he/she/it acknowledges that he/she/it is benefiting financially from the subject matter of this guaranty and the terms and conditions herein above referred and sales made pursuant thereto.

5) In the event of any bankruptcy, insolvency, receivership, writ of attachment, assignment for benefit of creditors, or attempts to effect a compromise with creditors, then, at Americas Gold election, without notice or demand, the obligations of guarantor created hereunder shall become immediately due, payable and enforceable against guarantor whether or not the obligations are then due and payable.

6) Guarantor hereby waives any right to require Americas Gold to (a)make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of buyer's indebtedness or of any collateral thereto and notice of any action on the part of buyer, Americas Gold, any surety, endorser, or other guarantor(including any guarantor under this guaranty) in connection with the indebtedness guaranteed hereunder, or in connection with the creation of new or additional indebtedness; (b)proceed directly or at once against any person, including buyer;(c)proceed directly against or exhaust any collateral held from buyer, or any other guarantor(including any guarantor under this guaranty), or any other person;(d)give notice of the terms, time and place of any public or private sale of personal property security held from buyer or comply with any provisions of section 9504 of the California Uniform Commercial Code; or (e)pursue any other remedy in Americas Gold's power.

Guarantor waives any rights or defenses arising by reason Of (a) any "one action" or "and-deficiency" law(including without limitation section 580 and 726 of the California Code of Civil Procedure as from time to time amended), or any other law which may prevent Americas Gold from bringing any action, including a claim for deficiency, against guarantor, before or after Americas Gold commencement or completion of any foreclosure action, either judicial or by exercise of a power of sale; (b) any election or remedies by Americas Gold which destroys guarantor's subrogation rights or guarantor's rights to proceed against buyer for reimbursement, including without limitation, any loss of rights guarantor may suffer by reason of any law limiting, qualifying, or discharging buyer's indebtedness; (c) any disability or other defense of buyer, any other guarantor (including any guarantor under this guaranty) any other person, or by reason of the cessation from any cause whatsoever other than payment in full of the indebtedness of buyer (including without limitation any defense based on section 580 and 726 of the California Code of Civil Procedure); (d) any statute of limitations, if at any time any action or suit brought by Americas Gold against guarantor is commended there is outstanding an indebtedness of buyer to Americas Gold which is not banned of any applicable statute of limitations. If payment is made by buyer on indebtedness guaranteed hereby and thereafter Americas Gold is forced to remit the amount of that payment to buyer's trustee in bankruptcy or similar person under any federal or state bankruptcy law or law for the relief of debtors, Buyer's indebtedness shall be considered unpaid for the purpose of enforcement of this Guaranty.

7) Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences, and that under the circumstances, the waivers are reasonable and not contrary to the public policy of law. If; any of such waivers are determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law.

8) Guarantor is fully aware of the financial condition of buyer and is execution and delivering this guaranty at Buyer's present and future request and based solely upon his\her\is independent investigation of all matters pertinent hereto, and he\she\it is not relying in any manner upon any representation or statement of Americas Gold with respect thereto. Guarantor represents and warrants that he\she\it is in a POSITION position to obtain, and Guarantor hereby assumes full responsibility for obtaining, any additional information concerning Buyer's financial condition and any other matters pertinent thereto as Guarantor may desire now and in the future until said Guaranty is terminated or until all debts due hereunder are paid in full. Guarantor is not relying upon or expecting Americas Gold to furnish to him/her/it any information now or hereafter in Americas Gold possession concerning the sale or any other matter.

9) This Guaranty shall be binding upon the successors and assigns of the Guarantor and shall inure to the benefit of Americas Gold successors and assigns

10) No modification of this Guaranty shall be effective for any purpose unless it is in writing or executed by an officer of Americas Gold expressly authorized to do so.

11) Guarantor hereby agrees upon demand to reimburse Americas Gold Expense, collection charges, court costs, and actual attorneys' fees incurred in endeavoring to collect, enforce or due to Guarantor's failure to comply with any of the foregoing against the Buyer or Guarantor or any other Person or concern liable thereon; for all of with interest at the highest lawful contract rate after due until paid, Guarantor hereby agrees to be directly, unconditionally, and primarily liable, jointly and severally with The Buyer, and agrees that the same may be recovered in the same or separate actions brought to recover the principal indebtedness.

12) All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of California. Guarantor agrees that Venue in any cause of action accruing hereunder shall be in the Central District of the Los Angeles municipal Court or the Superior Court, County Of Los Angeles, state of California, or, if applicable, the Central

District of Unnoted States District Court or the United States Bankruptcy Court,

13) This agreement constitutes and contains the entire agreement and understands in concerning the subject matter between the parties hereto. This guaranty merges all negotiations, representation, stipulations and Provisions relation to the subject matter as to this Guaranty which preceded or may accompany the execution of this guaranty.

("Guarantor")

(Print Name)

(Date)

(Notary Stamp/witness)