

**PERSONAL GUARANTY  
OF  
DEALER AGREEMENT**

The undersigned Guarantor \_\_\_\_\_ (person guaranteeing payment) (“Guarantor”), hereby agrees to absolutely and unconditionally guaranty the payment and performance by Dealer of each and every obligation of \_\_\_\_\_ [Corporate name of dealership] and its affiliates and related entities (“Dealer”) under the Dealer Agreement(s) (and any amendments thereto) executed or to be executed between K & B Productions, Inc (“K & B”), and its affiliates and related entities.

NOW, THEREFORE, FOR VALUS RECEIVED and in order to induce K & B to enter into the Dealer Agreement(s), and/or to extend or continue to extend credit to Dealer, the parties herein enter into this Personal Guaranty and agree as follows:

1. **Independent Obligation.** This Guaranty is an original and independent obligation of Guarantor, separate and distinct from the Dealer’s obligations under the Dealer Agreement(s), and K & B may join Guarantor in any action against Dealer on the guaranteed obligations, or may bring a separate action against Guarantor or Dealer. This Guaranty constitutes a guaranty of payment, not of collection, and the obligations of Guarantor hereunder are direct and primary, regardless of validity or enforceability of the Dealer Agreement(s) or any renewal, extension or modification thereof.
2. **Waiver of Defenses and Notice.** Guarantor in execution of this Guaranty hereby:
  - a. Waives notice of acceptance of this Guaranty, notice of the occurrence of any breach by Dealer, and, generally, all demands and notices of every kind in connection with this Guaranty.
  - b. Waives diligence, demand of payment, all notices (whether of nonperformance, nonpayment, protest or otherwise) with respect to the Dealer Agreement, and all rights to require K & B to (i) proceed against Dealer; (ii) proceed against or exhaust any other security for the obligation of Dealer; or (iii) pursuer any other remedy it may now or hereafter have against dealer.
  - c. Waives (i) any defenses based upon legal disability or other defense of Dealer, any other guarantor oOr other person, and (ii) any right of subrogation it may have by reason of its performance hereunder until the guaranteed obligations are fulfilled.

- d. Agrees that with the consent of Dealer, K & B may extend the term of, otherwise modify, or waive any one or more provisions of the Dealer Agreement(s) Without prior notice to or the consent of Guarantor.
  - e. Agrees that all obligations shall be held by Guarantor in trust for K & B and at K & B's request paid to K & B. It is specifically understood by guarantor that his liability hereunder shall continue unaffected even in the event of Dealer's bankruptcy or transfer or assignment by K & B of its interest in the Dealer Agreement(s).
3. **Attorneys' Fees and Costs.** In the event of any litigation or the other proceeding brought to enforce or interpret or otherwise arising under this Guaranty, the substantially prevailing party in such litigation or other proceeding shall be entitled to an award of its costs and reasonable attorneys' fees incurred therein, including costs and fees incurred in preparation therefore and costs and fees on appeal and any re-trial or re-hearing thereof.
4. **Notices.** Any notice to Guarantor hereunder shall be in writing and shall be properly delivered when delivered in the manner provided in the Dealer Agreement(s), to the address set forth next to the Guarantor's name below. Guarantor may change address by notice in writing to K & B.
5. **Governing Law/Resolution of Disputes.** This Guaranty and the obligations and rights of Guarantor and K & B hereunder shall be construed in accordance with and shall be governed by the laws of the State of Washington, without regard to the conflict of laws or choice of law provisions thereof. The parties hereby mutually consent and submit to the exclusive jurisdiction and venue of any state court sitting in Philadelphia, Pennsylvania or any federal district court for the district in which said county is located with respect to any claims, suits or proceedings arising out of or in connection with this Guaranty. The parties acknowledge and agree that they shall not raise in connection with any action brought under the Guaranty, and hereby waive, any defenses based upon venue, inconvenience or forum or lack of personal jurisdiction.
- a. K & B AND GUARANTOR HEREBY WAIVE (1) ANY RIGHT TO A JURY TRIAL, (2) ANY CLAIMS TO RECOVER PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND (3) ANY RIGHT TO PURSUE, OR PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN, CLAIMS ON A CLASSWIDE, CONSOLIDATED, OR REPRESENTIVE

BASIS.

- b. In the event Guarantor believes he/she has any claim against K & B arising out of this Guaranty, Guarantor shall notify K & B of any such claim against K & B in writing within in 120 days from the date Guarantor knows, or has reason to know, of any such claim (“Notification Period”). All such claims that arise under this Agreement shall be brought no later than one (1) year after occurrence of the act or omission giving rise to claim. Any failure to notify K & B of the claim within the Notification Period, or failure to bring a claim within one (1) year after occurrence of the act or omission giving rise to claim, shall relieve K & B of any liability or obligation with respect to the claim and shall constitute an absolute bar to the initiation of any proceeding (including without limitation legal, equitable, or arbitral proceedings pursuant to this section) based on such act or omission

**NOTICE: This Guaranty Agreement results in your waiver of certain legal rights and defenses. It is recommended that you consult with your own attorney before entering into this Guaranty Agreement.**

**I have read the foregoing Guaranty Agreement and, by signing below, agree to its terms.**

**GUARANTOR:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**By signing below, Guarantor authorizes K & B to check Guarantor’s credit and financial history.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Social Security Number: \_\_\_\_\_