**GENERAL CONTINUING GUARANTEE**

This General Continuing Guarantee (the "Guarantee") is made and effective the [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Seller"), a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [GUARANTOR NAME]** (the "Guarantor"), a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

**RECITALS**

In order to induce the Guarantor and any other Co-Buyer or Participant as specified in the Agreements to extend and/or to continue to extend financial accommodations to the Seller specified below, or pursuant to any other present or future agreement between the Buyer and the Seller (hereinafter collectively referred to as the “Agreements”), and in consideration thereof, and in consideration of any loans, advances, or financial accommodations heretofore or hereafter granted by the Buyer to or for the account of the Seller, whether pursuant to the Agreements, or otherwise, the undersigned officer(s), authorised agent(s) or third party guarantors of the Seller (hereinafter collectively and individually referred to as the Guarantor) hereby, jointly and severally, guarantees, promises and undertakes as follows:

1. **GUARANTEE OF OBLIGATIONS**

The Guarantor unconditionally, absolutely and irrevocably guarantees and promises to pay to the Buyer, on order or demand, in lawful money of [COUNTRY], any and all indebtedness and obligations of the Seller to the Buyer and the payment to the Buyer of all sums which may be presently due and owing to the Buyer from the Seller whether under the Agreements or otherwise. The terms indebtedness and obligations are (hereinafter collectively referred to as the Obligations) used herein in their most comprehensive sense and include any and all advances, debts, obligations and liabilities of the Seller, heretofore, now, or hereafter made, incurred or created, whether voluntarily or involuntarily, and however arising (including, without limitation, indebtedness owing by the Seller to third parties who have granted the Buyer a security interest in the accounts, chattel paper and general intangibles of said third party; and further including, without limitation, any and all attorneys’ fees, expenses, costs, premiums, charges and interest owed by the Seller to the Buyer, whether under the Agreements, or otherwise) whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, whether the Seller may be liable individually or jointly with others, whether recovery upon such indebtedness may be or hereafter becomes barred by any statute of limitations or whether such indebtedness may be or hereafter becomes otherwise unenforceable, and includes the Sellers prompt, full and faithful performance, observance and discharge of each and every term, condition, agreement, representation, warranty undertaking and provision to be performed by the Seller under these Agreements.

1. **CONTINUING GUARANTEE**

This General Continuing Guarantee (the “Guarantee”) is a continuing guarantee which will remain effective until this Guarantee has been expressly terminated and relates to any obligations including those which arise under successive transactions which will either continue the Obligations from time to time or renew them after they have been satisfied. Any such termination will be applicable only after written notice to the Buyer, and only to transactions having their inception prior to such date. No termination will be effective until such time as the Buyer is no longer committed or otherwise obligated to make any loans or advances, or to grant any credit to the Seller. In the absence of any termination of this Guarantee, the Guarantor agrees that nothing will discharge or satisfy its obligations created hereunder except for the full payment and performance of the Obligations with interest.

1. **RIGHTS ARE INDEPENDENT**

The Guarantor agrees that it is directly and primarily liable to the Buyer, that the obligations hereunder are independent of the obligations of the Seller and that a separate action or actions may be brought and prosecuted against the Guarantor, whether action is brought against the Seller or whether the Seller is joined in any such action or actions. The Guarantor agrees that any releases which may be given by the Buyer to the Seller or any other guarantor or endorser will not release it from this Guarantee.

1. **DEFAULT**

In the event that any bankruptcy, insolvency, receivership or similar proceeding is instituted by or against the Guarantor and/or the Seller or in the event that either the Guarantor or the Seller becomes insolvent, make an assignment for the benefit of creditors or attempt to effect a composition with creditors, or if there be any default under the Agreements (whether declared or not), then, at the Buyers election, without notice or demand, the Obligations of the Guarantor created hereunder will become due, payable and enforceable against the Guarantor whether or not the Obligations are then due and payable.

1. **INDEMNIFICATION**

The Guarantor agrees to indemnify the Buyer and hold the Buyer harmless against all obligations, demands and liabilities, by whomsoever asserted and against all losses in any way suffered, incurred or paid by the Buyer as a result of or in any way arising out of, following or consequential to transactions with the Seller whether under the Agreements, or otherwise, and also agrees that this Guarantee will not be impaired by any modification, supplement, extension or amendment of any contract or agreement to which the Buyer and the Seller may hereafter agree, nor by any modification, release or other alteration of any of the Obligations hereby guaranteed or of any security therefore, nor by any agreements or arrangements whatever with the Seller or anyone else.

1. **CONSENT TO MODIFICATIONS**

The Guarantor hereby authorises the Buyer, without notice or demand and without affecting its liability hereunder, from time to time to:

* 1. Renew, compromise, extend, accelerate or otherwise change the time for the Obligations, or any part thereof, including, without limitation, increasing or decreasing any of the fees thereof;
	2. Take and hold the security for the payment of the Obligations guaranteed hereby, and exchange, enforce, waive and release any such security;
	3. Apply such security and direct the order or manner of sale thereof as the Buyer in its discretion may determine;
	4. Release or substitute any one or more endorser(s) or the guarantor(s); and
	5. Assign, without notice, this Guarantee in whole or in part and the Buyers rights hereunder to anyone at any time.

The Guarantor agrees that the Buyer may do any or all of the foregoing in such manner, upon such terms, and at such times as the Buyer, in its discretion, deems advisable, without, in any way or respect, impairing, affecting, reducing or releasing the Guarantor from its undertakings hereunder and the Guarantor hereby consents to each and all of the foregoing acts, events and occurrences.

1. **WAIVER OF DEFENCES**

The Guarantor hereby waives any right to assert against the Buyer as a defence, counterclaim, set off on cross-claim, any defence (legal or equitable), setoff, counterclaim and claim which the Guarantor may now or at any time hereafter have against the Seller and any other party liable to the Buyer in any way or manner.

The Guarantor hereby waives all defences, counterclaims and offsets of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity or enforceability of the agreements or any security interest thereunder.

The Guarantor hereby waives any defence arising by reason of any claim or defence based upon an election of remedies by the Buyer, which, in any manner impairs, affects, reduces, releases, destroys or extinguishes the Guarantors subrogation rights, rights to proceed against the Seller for reimbursement, or any other rights of the Guarantor or against any other person or security, including, but not limited to, any defence based upon an election of remedies by the Buyer under the provisions of applicable state law, or of [COUNTRY]. The Guarantor waives all presentments, demands for performance, notices of non-performance, protests, notices of protests, notice of dishonour, notices of default, notice of acceptance of this Guarantee, and notices of the existence, creating or incurring of new or additional indebtedness, and all other

notices or formalities to which the Guarantor may be entitled.

1. **WAIVER OF JURY TRIAL**

The Guarantor waives any right to a jury trial in any action hereunder or arising out of the Buyers transactions with the Seller.

1. **WAIVER OF RIGHTS OF SUBROGATION**

The Guarantor will have no right of subrogation, reimbursement, exoneration, contribution or any other rights that would result in the Guarantor being deemed a creditor of the Seller under [COUNTRY] Bankruptcy Code or any other law or for any other purpose and the Guarantor hereby irrevocably waives all such rights, the right to assert any such rights and any right to enforce any remedy which the Guarantor may now or hereafter have against the Seller and hereby irrevocably waives any benefit of and any right to participate in, any security now or hereafter held by the Buyer, whether any of the foregoing rights arise in equity, at law or by contract.

As a condition to payment or performance by the Guarantor under this Guarantee, the Buyer will not be required to, and the Guarantor hereby waives any and all rights to require the Buyer to prosecute or seek to enforce any remedies against the Seller or any other party liable to the Buyer on account of the Obligations or to require the Buyer to seek to enforce or resort to any remedies with respect to any security interests, liens or encumbrances granted to the Buyer by the Seller or any other party on account of the Obligations.

Any and all present and future debts and obligations of the Seller to the Guarantor are hereby postponed in favour of and subordinated to the full payment and performance of all present and future debts and obligations of the Seller to the Buyer. All monies or other property of the Guarantor at any time in the Buyers possession may be held by the Buyer as security for any and all obligations of the Guarantor to the Buyer no matter now existing or hereafter arising, whether absolute or contingent, whether due or to become due, and whether under this Guarantee or otherwise. The Guarantor also agrees that the Buyers books and records showing the account between the Buyer and the Seller will be admissible in any action or proceeding and will be binding upon the Guarantor for the

purpose of establishing the terms set forth therein and will constitute prima facie proof thereof.

1. **FINANCIAL CONDITION OF SELLER**

The Guarantor is presently informed of the financial condition of the Seller and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of non-payment of the Obligations. The Guarantor hereby covenants that it will continue to keep itself informed of the Sellers financial condition and of all other circumstances, which bear upon the risk of non-payment. Absent a written request for such information by the Guarantor to the Buyer, the Guarantor hereby waives its right, if any, to require, and the Buyer is relieved of any obligation or duty to disclose to the Guarantor any information which the Buyer may now or hereafter acquire concerning such condition or circumstances.

1. **TERMINATION**

The Guarantors obligation under this Guarantee will continue in full force and effect until the Sellers Obligations are fully paid, performed and discharged and the Buyer gives the Guarantor written notice of that fact. The Sellers Obligations will not be considered fully paid, performed and discharged unless and until all payments by the Seller to the Buyer are no longer subject to any right on the part of any person whomsoever; including but not limited to the Seller, the Seller as a debtor-in-possession, or any trustee or receiver in bankruptcy, to set aside such payments or seek to recoup the amount of such payments, or any part thereof. The foregoing will include, by way of example and not by way of limitation, all rights to recover preferences voidable under [COUNTRY] Code. In the event that any such payments by the Seller to the Buyer are set aside after the making thereof, in whole or in part, or settled without litigation, to the extent of such settlement, all of which is within the Buyers discretion, the Guarantor will be liable for the full amount the Buyer is required to repay plus costs, interest, attorneys’ fees and any and all expenses which the Buyer paid or incurred in connection therewith.

No termination of this Guarantee will be effective except by notice sent to the Buyer by certified mail, return receipt requested (which will be evidenced by a properly validated return receipt), naming a termination date effective not less than [NUMBER] days after the receipt of such notice by the Buyer. Such a termination will not be effective as to any Guarantor who has not given such notice and will not affect the application of this Guarantee to any transaction or indebtedness affected prior to the effective date of termination.

1. **SUCCESSORS AND ASSIGNS**

This Guarantee will be binding upon the successors and assigns of the Guarantor and will inure to the benefit of the Buyers successors and assigns. The death of the Guarantor will not terminate this Guarantee.

**13. MODIFICATIONS**

This Guarantee cannot be modified orally. No modification of this Guarantee will be effective for any purpose unless it is in writing and executed by an officer of the Buyer authorised to do so. All prior agreements, understandings, representations and negotiations; if any, are merged into this Guarantee.

1. **ATTORNEYS’ FEES**

The Guarantor agrees to pay all attorneys’ fees and all other costs and out-of-pocket expenses which may be incurred by the Buyer in the enforcement of this Guarantee or in any way arising out of, following or consequential to the enforcement of the Sellers Obligations, whether under this Guarantee, the Agreements, or otherwise.

1. **JOINT AND SEVERAL**

In all cases where the word Guarantor is used in this Guarantee, it will mean and apply equally to each and all of the individuals and/or entities, which have executed this Guarantee. All of the obligations of the Guarantor hereunder will be joint and several.

1. **GOVERNING LAW**

All acts and transactions hereunder and the rights and obligations of the parties hereto will be governed, construed and interpreted in accordance with the laws of the [STATE/PROVINCE] of [STATE/PROVINCE].

1. **ADDITIONAL WAIVERS**

The Guarantor waives all rights and defences arising out of an election of remedies by the Buyer, even though that election of remedies, such as a non-judicial foreclosure with respect to security for a guaranteed obligation, had destroyed the Guarantors rights of subrogation and reimbursement against the principal by operation of [CODE, LAW OR ACT] or otherwise.

1. **SECTION NUMBERS AND HEADINGS**

Section numbers and section titles have been set forth herein for convenience only; they will not be construed to limit or extend the meaning of any part of this Guarantee.

IN WITNESS WHEREOF, the parties have caused this Guarantee to be duly executed as of the first date written above.

SELLER GUARANTOR

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title