**Guarantee Agreement**

This document is a Guarantee Agreement (the “Agreement”) and is effective [DATE],

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

[YOUR COMPLETE ADDRESS]

**AND : [BORROWER NAME]** (the "Borrower"), a company organised and existing under the laws of the [Country] of [COUNTRY], with its head office located at:

[COMPLETE ADDRESS]

**AND : [LENDER NAME]** (the "Lender"), a company organised and existing under the laws of the [Country] of [COUNTRY], with its head office located at:

[COMPLETE ADDRESS]

**AND : [DEBENTURE NAME]** (the "Debenture"), a company organised and existing under the laws of the [Country] of [COUNTRY], with its head office located at:

[COMPLETE ADDRESS]

WHEREAS [LENDER] made available, as a loan, the amount of [AMOUNT] to [BORROWER] pursuant to the terms and conditions of a Subscription Agreement entered into between the Lender and the Borrower and to which intervened the Guarantors on [DATE]; any amount will be disbursed by [SPECIFY] by the issuance of Debentures, a specimen of which is annexed hereto as [SPECIFY] (the said loans and the issuance of the said debentures, in an aggregate maximum amount of [AMOUNT] plus interests, as same may be amended, supplemented or restated at any time and from time to time, are hereinafter collectively referred to as the “Debentures” and individually as a “Debenture”);

WHEREAS the Guarantors agree to guarantee the obligations of the Company under the Debentures for a maximum amount equal to [NUMBER] percent of the amounts owed by the Company to [SPECIFY] under the Debentures.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, the parties hereto have agreed as follows:

**1. INTERPRETATION**

* 1. **General Interpretation**

Unless there be something in the subject or the context inconsistent therewith, words importing the singular only shall include the plural and *vice versa*, and words importing the masculine gender shall include the feminine gender, and *vice versa*.

* 1. **Division into Articles**

The division of this Guarantee Agreement into Articles, Sections, subsections, paragraphs and subparagraphs and the insertion of titles are for convenience of reference only and do not affect the meaning or the interpretation of the present Guarantee Agreement.

* 1. **Preamble**

The preamble to this Guarantee Agreement shall form an integral part hereof as if at length recited herein.

**2. GUARANTEE**

* 1. **Object of Guarantee**

The Guarantors bind and oblige themselves solidarily, absolutely and unconditionally with the Borrower for the due and punctual performance of [NUMBER] percent of all of the Borrower's obligations, undertakings and covenants under each one of the Debenture, expressly renouncing to the benefits of division and discussion. The Guarantors undertake to perform such obligations, undertakings and covenants upon the occurrence of an Event of Default (as this expression is defined in each one of the Debenture) under either one of the Debenture, without notice or demand.

* 1. **Nature of Guarantors' Obligations**

The Guarantors' obligations hereunder are absolute and unconditional, present and continuing, unlimited, constitute a guarantee of payment and performance and not a guarantee of collection and shall remain in full force and effect until the earlier of (i) the performance in full of all of the Borrower's obligations, undertakings and covenants under each one of the Debenture and (ii) [NUMBER] years following the execution hereof. Each one of the Guarantors hereby acknowledges that this guarantee is not attached to the performance of duties.

* 1. **No Release of the Guarantors**

The liability and obligations of the Guarantors or any one thereof hereunder shall not be reduced, limited, terminated or affected in any way should the Lender grant time, renewals, extensions, releases and discharges to the Borrower or others, accept from them other security or renounce to security which it may have at any time or accept compositions or otherwise deal with the Borrower or others or apply all money at any time received from the Borrower or others upon such part of the Borrower's obligations as the Lender deems reasonable and change any such application in whole or in part from time to time as the Lender may see fit. The Lender shall not be obliged to exhaust its recourses against the Borrower or others before being entitled to payment from the Guarantors of the sums for which they are liable.

**3. GENERAL PROVISIONS**

* 1. **Governing Law**

This Guarantee Agreement shall be governed by and construed in accordance with the laws of the Province of [COUNTRY].

* 1. **Counterparts**

This Guarantee Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.

* 1. **Nullity**

Any provision of this Guarantee Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provisions in any other jurisdiction.

* 1. **Notices**

Except as otherwise specified herein, all notices, requests, demands or other communications to or upon the respective parties hereto shall be in writing and shall be deemed to have been duly given or made to the party to which such notice, request, demand or other communication is required or permitted to be given or made under this Guarantee Agreement, when delivered to such party [SPECIFY DELIVERY] at its address and attention set forth with its signature below, or at such other address as any of the parties hereto may hereafter notify the others in writing. No other method of giving notice is hereby precluded.

* 1. **Remedies cumulative, Waivers**

The rights and remedies of the Lender under this Guarantee Agreement shall be cumulative and not exclusive of any rights or remedies which it would otherwise have, and no failure or delay by the Lender, in exercising any right shall operate as a waiver thereof, nor shall any single or partial exercise of any power or right preclude its other or further exercise or the exercise of any other power or right.

* 1. **Entire Agreement**

This Guarantee Agreement contains the entire agreement between the parties relating to the subject matter hereof.

* 1. **Acknowledgement**

Each one of the Guarantors hereby acknowledges that:

* + 1. the essential stipulations of this Guarantee Agreement were not imposed by the Lender and were negotiable; and
    2. the clauses of this Guarantee Agreement and of the Debenture, a copy of which being annexed hereto as Schedule [SPECIFY], have been expressly brought to my attention and an adequate explanation of the nature and scope of the clauses thereof has been given to me.
  1. **Death of Guarantors**

The Borrower hereby undertakes to advise the Lender of the death of either one of the Guarantors as soon as it knows of same. Without liberating either one of the Guarantors who has died and whose succession remains obligated for the amounts due under this Guarantee Agreement at the date of his death, the Borrower shall, within [NUMBER] days provide the Lender with another equally solvent guarantor.

IN WITNESS WHEREOF, the parties have signed this Agreement at the date, and the place first mentioned on this Agreement.

GUARANTORS BORROWER

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

LENDER DEBENTURE

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title