

Guarantee and Postponement of Claim

For valuable consideration, I, the undersigned guarantor, agree with Libro Credit Union Limited ("Libro"), and any successor and assigns of Libro, as follows:

The name of the borrower whose debts I am guaranteeing is: \_\_\_\_\_ (the "Borrower")

I guarantee payment to Libro of all the debts and liabilities, present or future, direct or indirect, absolute or contingent, mature or not, at any time owing by the Borrower to Libro (the "Borrower's Debt"). I agree to postpone and assign any claim I have at any time against the Borrower in favour of Libro. My liability under this Guarantee is:

(INITIAL AS APPROPRIATE)



Unlimited.



Limited to the principal sum of \$ \_\_\_\_\_ plus interest and costs in accordance with the terms and conditions of this guarantee.

This Guarantee shall be a continuing all accounts guarantee and shall be governed by the laws of Ontario.

1. **Payment on Demand.** I will immediately pay Libro on demand the amount of the Borrower's Debt plus all costs (including all legal fees and disbursements) incurred by Libro in enforcing any of Libro's rights under this Guarantee; together with any interest accrued (including interest on overdue interest, compounded monthly) on unpaid amounts due under this Guarantee calculated from the date on which those amounts were originally demanded until payment is made in full, both before and after judgment, at the rates applicable to the corresponding Borrower's Debts.
2. **Making Demand.** Any demand or notice given under this Guarantee shall be conclusively considered to have been delivered to me on the date it is mailed to the most recent address known to Libro, or alternatively on the date that it is personally delivered to that address. I will give Libro immediate written notice of any change of my address.
3. **No Setoff or Counterclaim.** I will make all payments required to be made under this Guarantee without regard to any right of setoff or counterclaim that I have or may have against the Borrower or Libro.
4. **Exhausting Recourse.** Libro does not need to exhaust its recourse against the Borrower or enforce under any security interest Libro may from time to time hold on any assets ("Security") before being entitled to full payment from me under this Guarantee.
5. **Absolute Liability.** My liability under this Guarantee is absolute and unconditional. It will not be limited or reduced, nor will Libro be responsible or owe any duty to me, nor will Libro's rights under this Guarantee be prejudiced, by the existence or occurrence (with or without my knowledge or consent) of any one or more of the following:
  - (a) any termination, invalidity, unenforceability or release by Libro of any of its rights against the Borrower;
  - (b) any increase, reduction, renewal, substitution or other change in, or discontinuance of, the terms relating to the Borrower's Debt or to any credit extended by Libro to the Borrower; or any agreement granting any extensions of time or any other indulgences or concessions to the Borrower; any taking or giving up of any Security; abstaining from taking, perfecting or registering any Security; allowing any Security to lapse (whether by failing to make or maintain any registration or otherwise); or any neglect or omission by Libro in respect of any of the foregoing;
  - (c) any unenforceability or loss of or in respect of any Security held from time to time by Libro from me, or the Borrower, whether the loss is due to the means or timing of any registration, disposition or realization of any collateral that is the subject of that Security or otherwise due to Libro's fault or any other reason;
  - (d) the death of the Borrower; any change in the Borrower's name; or any reorganization (whether by way of amalgamation, merger, transfer, sale, lease or otherwise) of the Borrower or the Borrower's business;
  - (e) any change in my financial condition or that of the Borrower or any other Guarantor;
  - (f) any incapacity, disability, or lack or limitation of status or of the power of the Borrower or of the Borrower's directors, managers, officers, partners or agents; the discovery that the Borrower is not or may not be a legal entity; or any irregularity, defect or informality in the incurring of any of the Borrower's Debts; or
  - (g) any event whatsoever that might be a defense available to, or result in a reduction or discharge of me or the Borrower in respect of either the Borrower's Debt or my liability under this Guarantee.
6. **All Accounts Guarantee.** All moneys and liabilities for all accounts of the Borrower, whether matured or not matured, present or future, direct or indirect, absolute or contingent due and owing to Libro by the Borrower will be deemed to form part of the Borrower's Debt which is guaranteed by the Guarantor under this Guarantee.
7. **Continuing Guarantee.** This is a continuing guarantee of the Borrower's Debt.

8. **Terminating Further Liability.** I may discontinue any further liability to pay the Borrower's Debt by written notice to Libro. I will, however, continue to be liable under this Guarantee for any of the Borrower's Debt that the Borrower incurs up to and including the 30th day after Libro receives my notice.
9. **Statement Conclusive.** Except for demonstrable errors or omissions, the amount appearing due in any account stated by Libro or settled between Libro and the Borrower will be conclusive as to that amount being due.
10. **Assignment and Postponement of Claim.** I postpone in favor of Libro all debts and liabilities that the Borrower now owes or later may from time to time owe to me in any manner until Libro is paid in full. I further assign to Libro all such debts and liabilities, to the extent of the Borrower's Debts, until Libro is paid in full. If I receive any moneys in payment of any of such debts and liabilities, I will hold them in trust for, and will immediately pay them to, Libro without reducing my liability under this Guarantee.
11. **Consent to Disclose Information.** Libro may from time to time give any credit or other information about me to, or receive such information from, any credit bureau, credit reporting agency or other similar party.
12. **Assignment to Third Parties.** Libro may without notice of any kind sell, assign or transfer to any third party all or any of the Borrower's indebtedness and liability to Libro, and in such event each and every immediate and successive assignee, transferee or holder of all or any of such indebtedness and liability shall have the right to enforce this Guarantee by suit or otherwise for the benefit of such assignee, transferee or holder as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits, but Libro shall have an unimpaired right, prior and superior to that of any such assignee, transferee or holder, to enforce this Guarantee as to so much of such indebtedness and liability as Libro may not have sold, assigned or transferred.
13. **General.** Any provision of this Guarantee that is void or unenforceable in a jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions. If the Guarantor is a Corporation or Partnership, then the provisions hereof shall be read with all necessary grammatical changes. The Guarantee is in addition and without prejudice to any security of any kind now or in the future held by Libro. There are no representations, collateral agreements or conditions with respect to, or affecting my liability under, this Guarantee other than as contained in this Guarantee.

\_\_\_\_\_

Signature: \_\_\_\_\_  
 Name:  
 Title:  
 I/We have the authority to bind the Corporation

\_\_\_\_\_  
 Date

Signature: \_\_\_\_\_  
 Name:  
 Title:  
 I/We have the authority to bind the Corporation

\_\_\_\_\_  
 Date