



**UNLIMITED AND CONTINUING PERSONAL GUARANTEE**

**To be completed by all Guarantors (Use additional sheets if necessary)**

Guarantor: Last Name		First Name	Middle Name	Birth Date (Day/Month/Year)	Social Insurance No.
Spouse: Last Name		First Name	Middle Name	Birth Date (Day/Month/Year)	Social Insurance No.
Address		City	Province	Postal Code	Phone No.
					How Long at this Address
Rent or Own	If own, name(s) on Title		How Long	Employer	How Long
Personal Bank – Name		Address/City/Province/Postal Code		Contact Name	Phone No.

I \_\_\_\_\_ in consideration of all loans, advances and other credit now or hereafter granted by Emco Corporation or any predecessor, successor, assign, subsidiary, affiliate, division or operating group thereof (collectively "Emco") to \_\_\_\_\_ (the "Customer"), **HEREBY IRREVOCABLY AND UNCONDITIONALLY GUARANTEE** to Emco the due and punctual payment of all present and future debts, liabilities and other amounts owing by the Customer to Emco wherever and whenever incurred, including, but not limited to, on account of goods, products and services from time to time purchased by the Customer and all interest, commissions, actual legal and other costs, charges and expenses incurred by Emco in connection with the Customer's account.

This is an **ABSOLUTE, UNCONDITIONAL AND CONTINUING GUARANTEE** and my liability under this Guarantee is **UNLIMITED**, regardless of any credit limits set out in the Customer's Application for Credit or otherwise established from time to time.

Emco has the right, **WITHOUT** notice and without in any way releasing, limiting, lessening, or otherwise affecting my liability under this Guarantee in whole or in part, to vary **IN ANY WAY** the terms of sale and credit between the Customer and Emco, including, but not limited to, increasing the credit extended to the Customer, increasing the rate of interest charged to the Customer, and granting renewals, extensions, releases, compromises, discharges or indulgences to the Customer.

My liability under this Guarantee shall not be discharged or affected in any way by (i) the bankruptcy, insolvency or assignment in favour of creditors of the Customer, (ii) my death or the death of any other guarantor, (iii) any invalidity, unenforceability or illegality, in whole or in part, of any agreements or other documents held by Emco to create or evidence any of the Customer's obligations, (iv) any defence, counterclaim or right of set-off available to the Customer, or (v) any change in the name, objects, capital, constating documents or by-laws of the Customer.

Emco is not required to exhaust its recourses or remedies against the Customer or any other guarantor, or to take any other action, before being entitled to payment from me. In the event of default by the Customer, Emco may treat all obligations of the Customer to Emco as due and payable and I shall immediately be liable for, and make payment to Emco of, the entire indebtedness of the Customer, even though there may be more than one guarantor. I understand and agree that Emco may settle with other guarantors on any basis Emco deems appropriate and that I will remain liable to Emco for the liabilities of the Customer to Emco, minus payments, if any, received by Emco from the other guarantors.

I understand and agree that if goods, products or services are ordered from Emco and charged to the Customer's account by any corporation, individual or other entity with the Customer's actual, implied or ostensible authorization, or if goods, products or services are ordered from Emco by any corporation, individual or other entity carrying on or continuing the business formerly carried on by the Customer, I shall be liable under this Guarantee in exactly the same way and to exactly the same extent as if that third party had been included in the definition of "Customer" in this Guarantee.

I agree to provide Emco with up-to-date financial statements, if requested by Emco. I hereby grant to Emco a security interest in all of my assets, both real and personal, tangible and intangible, now or hereafter owned or acquired, directly or indirectly, by me, and all proceeds arising from any of the foregoing, as general and continuing security for all of my obligations hereunder.

I agree to pay Emco, upon demand, all costs, charges and expenses (including, without limitation, interest, legal fees and expenses on a solicitor/client, full indemnity basis) incurred by or on behalf of Emco in connection with the enforcement by Emco of any of its rights against the Customer or in respect of this Guarantee against me.

All amounts payable by me hereunder shall be paid without set-off or counterclaim and without any deduction or withholding whatsoever.

To the extent permitted by law, I expressly waive any rights I may have as a guarantor that are at any time inconsistent with this Guarantee.

I consent to Emco obtaining, collecting, using, disclosing and retaining credit, personal or other information about me for the purpose of determining whether to extend credit to the Customer (the "Purpose"). Emco may obtain and collect such information from, or disclose such information to, any credit reporting agency, credit bureau, collection agency, personal information agency, financial institution, bank, any party with whom I have had or may have financial relations, or any other party on a need to know basis for the Purpose. Emco shall retain such information as long as is necessary for the Purpose or as required by law. I acknowledge that if I withdraw this consent at any time, Emco is under no obligation to extend, or continue to extend, credit to the Customer, and further that this Guarantee shall remain in full force and effect.

I acknowledge that I have been advised to obtain independent legal advice in respect of this Guarantee and have obtained such advice or waived my right to do so.

This Guarantee shall enure to the benefit of and be binding upon Emco, its successors and assigns, and my heirs, executors, administrators, personal representatives, successors and assigns. This Guarantee shall be governed by and interpreted in accordance with the laws of the province of the Guarantor's address set out on page 1 of this Guarantee. I acknowledge receipt of a copy of this Guarantee. This Guarantee may be executed and delivered by facsimile or other electronic transmission and can be retained and stored electronically. If so executed, transmitted, retained or stored, this Guarantee will be for all purposes as effective and binding as if an originally executed document was delivered, retained or stored. I will from time to time upon Emco's request, execute and deliver all such further documents and do all such further acts and things as may be required to give effect to all matters, transactions, express or implied, hereunder.

**I HAVE READ AND UNDERSTAND THE ABOVE** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature of Personal Guarantor

\_\_\_\_\_  
Name of Witness

Name of Personal Guarantor: \_\_\_\_\_

\_\_\_\_\_  
Address of Witness