

**GUARANTEE**

BUYER: Company Name (ie ABC Refrigeration Ltd)

In consideration of the payment of One Dollar (\$1.00) by REFRIGERATIVE SUPPLY (a corporate partnership of A.E.H. DEVELOPMENTS LTD. and J.P. GIBBS INVESTMENTS LTD. or their successors or assigns from time to time) (the "Supplier") to the undersigned, receipt of which is hereby acknowledged, and in consideration of the Supplier supplying goods, at the request of the undersigned, to Company Name (ie ABC Refrigeration Ltd) (the "Buyer"), the undersigned (jointly and severally if more than one) guarantees payment to the Supplier of all monies now or hereafter becoming due, for goods sold and delivered or otherwise, howsoever to the Supplier by the Buyer, including any interest charged by the Supplier on any past due portions thereof.

The Supplier shall have the right at any time to refuse the Buyer further credit, to compromise the Buyer's liability to the Supplier, or to extend time for payment to the Buyer, all without notice to the undersigned and without discharging or affecting the liability of the undersigned. The Supplier shall not be bound to exhaust its recourses against the Buyer before being entitled to demand payment from the undersigned. The Supplier may release or add one or more guarantors, accept additional or substitute security, or release or substitute any security without discharging or affecting the liability of the undersigned.

Any claim which the undersigned may now or hereafter have against the Buyer shall be deferred and postponed to the claim of the Supplier and any monies received by the undersigned from the Buyer on account of such claim shall be deemed to be held in trust for the Supplier by the undersigned to the extent of the claim of the Supplier against the Buyer.

This guarantee shall be construed in accordance with the laws of the Province of British Columbia, Canada. This guarantee is to extend to all obligations of the Buyer to the Supplier notwithstanding any changes to the business, membership, powers or otherwise of the Buyer and notwithstanding, if the Buyer is a partnership, any changes in the name or membership of the Buyer. This guarantee shall not be subject to or affected by any promise or condition affecting or limiting the liability of the undersigned except as set forth herein. In this guarantee, words importing the singular include the plural and vice versa.

This shall be a continuing guarantee for the whole debt now or hereafter to become due to the Supplier by the Buyer. This guarantee shall be revocable at any time as to future transactions by the undersigned (or in case of death by the personal representative of the undersigned) giving sixty (60) days notice of termination to the Supplier. In the event of the Supplier making demand on the undersigned under this guarantee, the undersigned shall be liable (jointly and severally with any other guarantor) to the Supplier directly as a principal debtor for the amount of such demand.

For Alberta, Saskatchewan and Manitoba, the signature witness of a Notary Public is required.

DATED at City (ie Burnaby) Province (ie BC) this Date (ie 8<sup>th</sup>) day of Month (ie Sept), 20 Yr

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WITNESS SIGNATURE

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SIGNATURE OF GUARANTOR

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PRINT NAME OF WITNESS

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PRINT NAME OF GUARANTOR