

PERSONAL GUARANTEE

THIS AGREEMENT made the _____ day of _____, 20_____.

BETWEEN FRIES TALLMAN LUMBER LTD., of the City of Regina, in the Province of Saskatchewan, (hereinafter referred to as "Fries Tallman") and the undersigned (hereinafter referred to as the "Guarantor").

WHEREAS Fries Tallman has agreed to advance materials to

Name: _____ Home Add: _____ Home Ph: _____

Signing Officer for : _____
(Hereinafter referred to as the "Purchaser");

AND WHEREAS Fries Tallman may in its absolute discretion from time to time and at any time hereafter make further advances to the said Purchaser;

AND WHEREAS the said Guarantor as an inducement to Fries Tallman to make the said advance and future advances to the Purchaser has agreed to guarantee the repayment of the said advance and any future advances which the Purchaser and Fries Tallman may from time to time and at any time hereafter agree upon:

NOW THEREFORE, in consideration of the premises herein contained the Guarantor covenants, promises and agrees, and if more than one Guarantor, the Guarantors do jointly and severally covenant, promise and agree as follows:

1. The said Guarantor hereby absolutely and unconditionally guarantees to Fries Tallman the due and punctual payment by the Purchaser of all principal moneys, interest and other moneys owing on the said advance or any future advances and agrees that if the Purchaser shall at any time make default in punctual payment of any moneys payable, Fries Tallman may treat the whole of the indebtedness hereby secured as due and payable and may forthwith collect from the Guarantor the total amount hereby guaranteed and may apply the sum so collected upon the Purchaser's debt. The Guarantor agrees that the records of Fries Tallman as to the amounts of the liability of the Purchaser to Fries Tallman shall be conclusive proof as against the Guarantor as to the amount of such liability.
2. This Guarantee shall be in addition to and without prejudice to any other securities negotiable or otherwise which Fries Tallman may now or hereafter possess in respect of the liabilities hereby secured or intended so to be secured.
3. Fries Tallman shall not be bound to exhaust its resources against the Purchaser or other parties or any security granted by the Purchaser or any other party granted in connection with the said advance or any future advance it may hold before requiring payment from the Guarantor, and Fries Tallman may enforce the various securities held by it or any part thereof in such order as Fries Tallman or its officers or agents may determine.
4. The undersigned Guarantor authorizes Fries Tallman Lumber to obtain business or personal credit information from credit reporting services and their company vendors to facilitate credit assessment. I/We the undersigned authorize the disclosure of personal and/or business credit information on an ongoing basis to protect your interest and ours.
5. It is hereby agreed that Fries Tallman in its absolute discretion and without any effect upon this Guarantee unless otherwise stated, may grant time or other indulgences to the Purchaser and any other person now or hereafter liable to Fries Tallman in respect of the said advance or future advances and may give up, modify, vary, exchange, renew or abstain from perfecting or taking advantage of any security when and in such manner as Fries Tallman may think expedient and in no case shall Fries Tallman be responsible for any neglect or omission with respect to such security.
6. It is further expressly agreed that the Guarantor herein shall remain liable to Fries Tallman in the event of any release of bankruptcy of the Purchaser or any other thing whatsoever including the extinguishments of the principal debt other than by the repayment thereof or the forgiveness thereof by Fries Tallman, whereby the Guarantor as a surety only would or might have been released.

_____ Initial

7. It is further expressly declared that the release of any of the Guarantors from his or their liability hereunder shall not affect the liability of the remaining Guarantor or Guarantors which shall remain unimpaired and still in force and effect as if the Guarantor or Guarantors so released had not been a Guarantor of the said principal sum and interest or any part thereof.
8. This Guarantee shall not be discharged or affected by the death of the Guarantor or any of the Guarantors if more than one and this Guarantee shall extend to and ensure to the benefit of Fries Tallman and its successors and assigns and reference herein to the Guarantor is a reference to and shall be construed as including his heirs, executors, administrators and assigns as if they had throughout been expressly named herein.
9. Any Guarantor named in this Agreement may terminate his further liability under this Guarantee by giving to Fries Tallman thirty days' notice in writing, signed by the Guarantor or his representatives, of his intention to terminate his further liability. In the event of such notice been given, each of the Guarantors who signs such notice shall nevertheless be and continue liable hereunder for all liabilities to Fries Tallman which the Purchaser may incur or be under, up to and inclusive for the expiration of the notice. Such termination of further liability by any one or more of the Guarantors shall not affect or prevent the continuance of the liability hereunder of the other or others of the Guarantors.
10. If the Purchaser is a partnership, no change or changes in the name of personnel thereof caused by the death, retirement, introduction of a partner or partners otherwise, and if the Purchaser is a corporation, no change or changes in the name, objects, capital stocks or constitution of the Purchaser shall in any way affect the liability of the undersigned hereunder, and, in any case, the provisions hereof shall be applicable to all transactions occurring and all debts and liabilities as well before as after any such change or changes, and Fries Tallman shall not be concerned to see or inquire into the powers of the Purchaser or partners, directors or any agents acting or purporting to act on behalf of the Purchaser. And this Guarantee shall apply to indebtedness created by the Purchaser or by any partner standing any irregularity, defect or informality and notwithstanding that the creation of such indebtedness may wholly or partly be beyond the powers of the Purchaser.
11. If more than one Guarantor executes this Guarantee, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to Guarantor shall include the undersigned and each and every one of them severally.

IN WITNESS WHEREOF the said Guarantor has hereunto affixed his hand and seal, or as the case may be, has hereto affixed its corporate seal attested by the hand of its duly authorized officers this _____ day of _____, 20_____.

SIGNED, SEALED AND DELIVERED }
In the presence of: } _____
} Guarantor Signature
} _____
} **TITLE:** _____

Witness Signature