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GUARANTEE, ASSIGNMENT AND POSTPONEMENT OF CLAIM

BETWEEN:

FAIRWAY BUILDING SUPPLY INC., a company organized and existing under the Laws of the Province of Ontario (hereinafter referred to as "Fairway")

AND-

PLEASE PRINT (hereinafter referred to as the "Guarantor")

For valuable consideration, the receipt and sufficiency of which is acknowledged, the undersigned Guarantor, guarantees payment of all present and future, direct and indirect, absolute and contingent, matured and unmatured monetary obligations (hereinafter referred to as the "liabilities") of :

PLEASE PRINT (hereinafter referred to as the "Customer") to Fairway.

1. The parties agree that liabilities mean the whole or any part of the obligations guaranteed. Liabilities shall include the following:
 - a. all payment obligations of the customer to Fairway as:
 - i. Principle debtor;
 - ii. Surety or arising out of any rights of subrogation; and
 - iii. For all present and future principle, interest and costs owing under any present or future agreement between Fairway and its Customer, whether alone or together with others jointly, severally or jointly and severally.
2. This Agreement is an original, direct, absolute, unconditional, unlimited, continuing and irrevocable guarantee of liabilities.
3. This Guarantee shall remain in full force and effect regardless of future events and conditions, including, without limitation, changes of law or any invalidity or irregularity, with respect to the liabilities, entering into execution, delivery, performance of , or other changes to any existing or subsequent agreement between the Customer and Fairway, or any material change in terms conditions or amount of liabilities however and whenever occurring and any other events which , but for the provisions of this Agreement would release the Guarantor, in whole or in part, from liability to Fairway, all of which the Guarantor agrees may occur at any time without the knowledge of, notice to, consent by and any other participation of the Guarantor without releasing, limiting, reducing, changing or otherwise affecting the liability of the Guarantor to Fairway under this Agreement. This Agreement shall not be revoked or terminated and the Guarantor shall not be released from liability to Fairway under this Agreement until all liabilities owing to Fairway are paid in full.
4. The liability of the Guarantor to Fairway under this Agreement shall not be discharged, released, limited, lessened, changed or otherwise affected by the death, incapacity, insolvency, bankruptcy or other legal

disability of any natural person including the Guarantor, or by liquidation, dissolution, winding-up, amalgamation, bankruptcy, proceedings under the Company's Creditors Arrangement Act, the appointment of a receiver or similar official or any other insolvency proceedings occurring in respect of the Customer, the Guarantor, or any other person liable to Fairway in respect of liabilities or the assumption by any person of the obligation to pay liabilities.

5. Fairway shall not be obligated to resort to or exhaust its recourse against the Customer or against any other person liable for the liabilities, or enforce any security for or other guarantee of liabilities before being entitled to claim and enforce its rights against the Guarantor as if the Guarantor were the primary debtor in respect of the liabilities.
6. All present and future monies payable by the Customer to the Guarantor, whether or not due, are assigned to Fairway as security for the Guarantor's liability to Fairway under this Agreement and postponed and subordinated to Fairway's prior right and claim to payment in full of liabilities.
7. No alteration or waiver of this Agreement or any of its provisions shall be binding on Fairway unless made in writing and signed by Fairway.
8. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
9. The Guarantor acknowledges receipt of a copy of this Guarantee, Assignment and Postponement of Claim.
10. This Guarantee, Assignment and Postponement of Claim shall enure to the benefit of Fairway, their respective heirs, estate administrators, successors and assigns and shall be binding on the Guarantor and their heirs, estate administrators, successors and permitted assigns.

Executed by the Guarantor(s) this day of , 20 .

Guarantor: _____ **Date of Birth:** _____

Residence Address: _____

NB: a photocopy of the Guarantor's current driver's license must be attached to the Guarantee to make the Guarantee valid as security.

The Customer acknowledges receipt of a copy of the Guarantee, Assignment and Postponement of Claim and agrees to make no payment of monies owing by it to the Guarantor without the prior written consent of Fairway, except that the Customer may pay for goods and services purchased from the Guarantor in the ordinary course of the Customers business until written demand is made by Fairway on the Customer requiring such payments be made to Fairway. The Customer agrees with Fairway to give full effect to all of the provisions of the Guarantee, Assignment and Postponement of Claim.

Executed by the Customer this day of , 2013

Executed By _____

Print Name: _____

I/We have the authority to bind the Corporation