



PERSONAL GUARANTY

1. **GUARANTY.** For valuable consideration and the purpose of enabling the buyer (as identified below) to obtain and/or continue to obtain credit from Summit Specialty Foods Ltd. (hereinafter referred to as seller), the undersigned (hereinafter referred to as guarantor) personally and severally guaranty absolutely and unconditionally the prompt and complete payment to seller and all goods sold, charges, sales, services, if applicable, heretofore or hereinafter made by the seller to: _____ (hereinafter collectively referred to as buyer) and also guaranty any costs of collection thereof including, but not limited to, all attorney fees and legal costs through appeal.
2. **CONTINUING GUARANTY.** This is a continuing guaranty and is in effect as to all sales made by the seller to the buyer prior to receipt by the seller of either written notice from the guarantors of termination of this guaranty or written notice of death of the guarantors. Said written notices must be sent to Summit Specialty Foods Ltd., 221 Sarsons Road, Vernon, British Columbia, V1B 2M6, to be effective. The death, insolvency and/or bankruptcy of the buyer will have no effect on this guaranty.
3. **WAIVER OF DEFENSE.** Guarantor waives and all guaranty defenses including, but not limited to exoneration, all subrogation rights under seller is paid in full, any changes or assignments in the obligation and/or security by seller, the benefit of any applicable statute of limitations, all notices of sales, notice of default, presentment for payment, notice of non-payment, protest and notice of acceptance of this guaranty. Extensions, renewals, indulgences, delays, transfers, settlements and compromises may be made in the seller's sole discretion with or without notice to the guarantor, and will not relieve the guarantor of any liability.
4. **GOVERNING LAW.** This guaranty shall be governed by and constructed in accordance with the laws of the province of British Columbia without giving effect to the law rule of such Province.
5. **JURISDICTION & VENUE.** The buyer hereby irrevocably consents to the jurisdiction and venue of the Federal and Provincial Court.
6. **MISCELLANEOUS.** If any dispute arises between the parties concerning enforcement or interpretation of this agreement the prevailing party shall be entitled to reasonable attorney fees and costs through appeal. This agreement can only be modified in writing, signed by both parties. The agreement supersedes any prior and contemporaneous oral agreements. If any provision of this guaranty is held unenforceable, the remaining provisions of this guaranty shall remain in force.
7. **CREDIT CARD GUARANTY.** Guarantor authorizes seller, to charge the credit card listed below (or other credit cards seller may require guarantor to keep on file with seller from time to time) for any sales plus 2% that have not been paid within 45 days of invoice.

Credit Card Number	Expiration Date	Signature of Authorized Card Holder
Signature of Guarantor	Signature of Guarantor	
Print Name/Title	Print Name/Title	