**GUARANTEE ASSIGNMENT**

**AND POSTPONEMENT OF CLAIM**

**TO: [SPECIFY NAME OF THE LENDER COMPANY AS STATED IN THE ARTICLES OF INCORPORATION]**

FOR VALUABLE CONSIDERATION, all liabilities and debts, whether present or future, absolute or contingent, direct or indirect, matured or not, which at any time owing by [SPECIFY NAME OF THE BORROWER COMPANY AS STATED IN THE ARTICLES OF INCORPORATION], hereinafter referred to as the “Customer” to the Bank or which remains unpaid by the customer to the Bank, whether incurred by or arising from the dealings between the Customer and the Bank, or by an contract or other written agreement or consensus by a third person or entity by virtue of which the Bank may become the creditor of the Customer, in any manner whatsoever, notwithstanding if such agreement, contract or consensus was incurred within or outside the country or state where this guarantee is made and execute, and regardless of the Customer being bound alone or together with others, whether as a principal or a surety, (such liabilities and debts being referred to hereinafter as the “Liabilities”), the liability of the undersigned in this Agreement shall be limited to the sum of [SPECIFY THE AMOUNT AND CURRENCY] with interest thereon commencing at the date of demand for such payment at a rate of [SPECIFY THE INTEREST RATE] per annum.

The Bank and the undersigned and each of them, hereby solidarity agrees on the following:

1. This guarantee shall apply to and secure any ultimate balance due or any unpaid balance to the Bank, and cover all the liabilities. This guarantee shall be, in all respect, be regarded as a continuing one.
2. Time, renewals, indulgences, releases, extensions and discharges may be granted by the Bank to take securities, which includes but is not limited to, securities taken by the Bank from the Customer, deposits of monies which the customer has with the Bank, and other assets of the Customers being held by the Bank for safekeeping, or otherwise, and all other guarantees, from and give the same and any or all other existing securities up to, refrain from taking the securities from, or perfection of the securities, to cease or refrain in the giving of credit or providing of advances or loans, or to alter any of the terms and conditions in relations to the liabilities, including but not limited to, interest rate, due date or maturity date, or to supplant or introduce new or different terms and conditions relating to the liabilities, deal with or otherwise accept any compositions from, the customers and others and any or all of the securities and the may deem proper, and may be allowed to apply all moneys at any time of receipt from the Customer or others or from securities over such part of the liabilities which the Bank may deem best under the circumstances and alter any or all of such application, whether in whole or in part, at any time as the Bank may see fit, without in any manner limiting or restraining the liability of the undersigned under this guarantee, and there shall be kind of loss with regards to any securities received by the Bank from the customers or others, regardless of the fault being attributable to the Bank or otherwise, shall in any manner limit or restrain the liability of the undersigned under this guarantee.
3. All debts, liabilities and other kind of indebtedness, whether present or future, of the customer to the undersigned or any of them, by virtue of this Agreement, are thus assigned to the Bank and suspended to the liabilities, and all moneys received by the undersigned or any of them in relation thereof, shall be held in trust for the Bank and shall be paid over to the Bank.
4. The payment or liquidation of any amount or sums of money being due or outstanding, or remaining unpaid to the Bank, shall not be considered as a satisfaction, whether in whole or in part, of the this guarantee. The receipt of the Bank of all dividends, proceeds of security valued, compositions and payments from the Customers or estates or from others, shall be considered as payments in gross, and the undersigned shall be bereft of any right to claim in the reduction of liability under this guarantee from the benefits derived from such dividends, proceeds or payments or securities held by the Bank or proceeds thereof. The right of subrogation shall not be granted to the undersigned with respect to any rights of the Bank until receipt of full payment of the liabilities by the Bank.
5. The bank shall not be obliged to exhaust all remedies available against the customer or others or any securities that it may hold at any point in time prior to being entitled to the payment from the undersigned of the liabilities.
6. The death or loss or diminution of the undersigned’s capacity shall not affect this Agreement as well as the guarantee, or by the change in the name of the Customer or the affiliation of the the Customer’s firm resulting from the death or retirement of one or some of the partners or by virtue of an addition or introduction of a new partner to the firm.
7. All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the entire amount without in any manner reducing or limiting the liability of the undersigned. The guarantee shall remain in full force and effect and shall be independent of the mentioned assignment and postponement.
8. None of the parties in this Agreement shall be bound by any promise, warranties or representation of any person not a party herein. All agreements pertaining to this guarantee and assignment and postponement shall be covered by this instrument.
9. The laws of [SPECIFY THE COUNTRY OR STATE] shall be used in the interpretation and construction of the terms and conditions of this Agreement. The undersigned hereby submits to the jurisdiction of governmental authorities of the said country or state in relation to any proceeding or investigation that may arise out of this Agreement.
10. A copy of this Agreement is hereby received by the undersigned. The undersigned expressly waives any right to request a copy of any financial records of the Bank prior to and after the execution of this Agreement.

IN WITNESS WHEREOF, the undersigned has caused the due execution of this Agreement on [DATE OF EXECUTION OF THE AGREEMENT]

Name of Assignor:

Signature:

Date:

Name of Assignor 1:

Signature:

Date:

Name of Assignor 2:

Signature:

Date:

Name of Assignor 3:

Signature:

Date: