

INDIVIDUAL PERSONAL GUARANTY

THE UNDERSIGNED, _____ (“Guarantor”), in consideration of the extension of credit to _____ (“Purchaser”) by Linwood Mining and Minerals Corp. (“Linwood”) hereby agrees and covenants as follows:

1. The Guarantor hereby unconditionally, absolutely and irrevocably guarantees to Linwood the prompt payment and performance of all of the obligations of the Purchaser.
2. Linwood may seek recourse against the Guarantor without looking to any collateral given to secure any of the obligations described above or to enforce any of the rights under any other security held by Linwood.
3. The Guarantor agrees to pay any and all costs of fees of collection incurred by Linwood, including, without limitation, reasonable attorneys’ fees for consultation, preparing demand letters or bringing any action for collection, enforcement of such obligations which are guaranteed hereunder, and any interest or finance charges before or after the judgment being rendered
4. The liability of the Guarantor is direct, immediate, absolute, continuing, unconditional, and unlimited. This is a guaranty of payment and not a guaranty of collection. The Guarantor agrees that Linwood may proceed against Purchaser (the performance of which is assured by this Guaranty), separately or collectively, without prejudicing or waiving any of Linwood’s rights under any other obligations or under this Guaranty.
5. This Guaranty is binding upon the Guarantor and successors and assigns and shall enure to the benefit of Linwood and its successors and assigns. This is a continuing guarantee and notice of its acceptance is waived.
6. In the event Purchaser fails to perform, satisfy or observe the terms and conditions of the extension of credit, required to be performed, satisfied or observed by Purchaser, the Guarantor will promptly and fully perform, satisfy and observe such obligations in the place of Purchaser. The Guarantor shall pay, reimburse, and indemnify Linwood for any and all reasonable attorneys’ fees, court costs, and finance or interest charges arising or resulting from the failure of Purchaser to perform, satisfy, or observe any of the terms and conditions of these agreements.
7. This Guaranty shall remain in full force and effect, and the Guarantor fully responsible, without regard to any security deposit, other collateral, or guaranty, for the performance of the terms and conditions of the above agreements, or the receipts, disposition, application, or release of any other collateral or guaranty, now or hereafter held by or for Linwood.

IN WITNESS WHEREOF, this Guaranty is executed as of this _____ day of _____, 20____.

Personal Address:

Guarantor’s Signature

Print Guarantor’s Name

Social Security Number

STATE OF _____, _____ County, ss:

On this _____ day of _____, 20____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____ to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public

Stamp, including expiration date