



**ADESA AUCTIONS CANADA CORPORATION  
 ADESA MONTREAL CORPORATION  
 ADESA QUEBEC CORPORATION  
 OPENLANE CANADA, INC.**

On behalf of their subsidiaries and affiliates

**PERSONAL GUARANTEE**

TO: ADESA AUCTIONS CANADA CORPORATION, ADESA MONTREAL CORPORATION, ADESA QUEBEC CORPORATION, OPENLANE CANADA, INC. AND THEIR SUBSIDIARIES AND AFFILIATES (collectively, the "Auction")

FROM:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

(collectively, the "Guarantors" and each a "Guarantor")

RE: Customer Legal Name: \_\_\_\_\_  
 Auction Access Number: \_\_\_\_\_  
 Customer DBA/Trade Name: \_\_\_\_\_

In consideration of the sum of \$2.00, the Auction permitting the Customer to buy and sell Vehicles at Auction sales and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Guarantor(s) agree as follows:

- 1) The Guarantor(s) hereby unconditionally and irrevocably, and (if more than one Guarantor) on a joint and several basis, guarantees payment of all the debts and liabilities, present or future, direct or indirect, absolute or contingent, mature or not, at any time owing by the Customer to the Auction or remaining unpaid by the Customer to the Auction, including, without limitation, all obligations of the Customer under this Agreement, any Sales Agreement, Vehicle Registration Form, the prevailing ADESA Policies and OPENLANE Terms of Use (collectively the "Obligations").
- 2) The Guarantor(s) acknowledge and agree that they have been advised that OPENLANE intends to combine the Terms of Use with the ADESA Policies and that the combined document (the "Auction Policies") will then replace the Terms of Use. When so combined, all references in this Agreement to the "Terms of Use" shall mean the "Auction Policies".
- 3) This Guarantee is a continuing Guarantee and shall remain in effect and the Guarantor(s) shall continue to be bound by it despite the repayment or fulfillment from time to time of the whole or any part of the Obligations of the Customer to the Auction.

- 4) The Guarantor(s) shall be liable as principal obligor despite any release, in whole or in part, of any security given by the Customer, the granting of any indulgences to the Customer by the Auction and despite any change in the name, objects, shareholders, members, partners or owners of the Customer. The Guarantor(s) hereby waives any and all rights that it may have as surety, whether at law or in equity, that are inconsistent with the provisions of this Guarantee.
- 5) The Auction shall not be required to exhaust its remedies against the Customer before calling on the Guarantor(s) or any one or more of them under this Guarantee.
- 6) This personal guarantee shall bind the respective heirs, executors, administrators and assigns of the Guarantor(s) and shall inure to the benefit of the Auction, its successors, assigns and subrogees.

DATED AT (city/town) \_\_\_\_\_, IN THE PROVINCE OF \_\_\_\_\_

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

**SIGNED, SEALED AND DELIVERED**

in the presence of:

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Guarantor's Signature

\_\_\_\_\_  
Print Witness' Name

\_\_\_\_\_  
Print Guarantor's Name

**SIGNED, SEALED AND DELIVERED**

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Witness' Signature

\_\_\_\_\_  
Guarantor's Signature

\_\_\_\_\_  
Print Witness' Name

\_\_\_\_\_  
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\_\_\_\_\_  
Guarantor's Signature

\_\_\_\_\_  
Print Witness' Name

\_\_\_\_\_  
Print Guarantor's Name

**In the Province of Alberta add:**

THE GUARANTEES ACKNOWLEDGMENT ACT  
(Section 3)  
CERTIFICATE OF NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. \_\_\_\_\_ of \_\_\_\_\_, the guarantor in the Guarantee dated \_\_\_\_\_ made between \_\_\_\_\_ and ADESA Auctions Canada Corporation, ADESA Montreal Corporation, ADESA Quebec Corporation and OPENLANE Canada Inc., which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/she had executed the guarantee;
2. I satisfied myself by examination of the Guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by \_\_\_\_\_, Lawyer, at the \_\_\_\_\_ in the Province of Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

(SEAL)

\_\_\_\_\_  
Lawyer

STATEMENT OF GUARANTOR

I am the person named in this certificate.

\_\_\_\_\_  
Signature of Guarantor