**GUARANTY**

**THIS GUARANTY** (this “Guaranty”) is made as of the **●金消契約日○％ｄ●** day of **●金消契約日○％Ｂ　％Ｙ●**, by **●担保物件所有者名ローマ字●** (“Guarantor”), for the benefit of **IBNet Co., Ltd.** (including its successors, transferees and assigns, “Lender”).

**RECITALS**

A. **●顧客名ローマ字●●法人ローマ字●** (“Borrower”) and Lender are concurrently entering into a certain loan agreement as of the date of this Guaranty (the “Loan”) whose principal amount is **●貸付元本額（￥）●** Japanese Yen or its equivalent United States Dollars based upon the Bank of Japan Central Rate exchange rate in effect at the time of conversion and to be evidenced by a certain Promissory Note by Borrower payable to Lender to be dated the **●金消契約日○％ｄ●** day of **●金消契約日○％Ｂ　％Ｙ●** (including any and all amendments thereto, the “Note”). The Note will be secured by a certain Deed to Secure Debt by Borrower in favor of Lender and will be recorded in the public records of **●Ｃｏｕｎｔｙ２●** County, Georgia (including any and all amendments thereto, the “Security Deed”) encumbering certain real property owned or to be owned by Borrower (the “Property”).

B. As a condition to Lender’s making of the Loan to Borrower, Lender requires Guarantor to execute this Guaranty.

C. As Guarantor is an owner, partner, member, investor and/or affiliate of Borrower, Guarantor benefits directly and indirectly from the Loan and therefore is willing to enter into this Guaranty.

**AGREEMENT**

In consideration of the recitals hereinabove and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby absolutely and unconditionally guarantees to Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, the payment and performance of each and every debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe to Lender (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several), including, without limitation, repayment of the Loan (principal, interest, fees and all other charges related thereto) and all other obligations of Borrower under the Note, Security Deed and any other related loan documentation for the Loan (collectively, the “Loan Documents”) (all such debts, liabilities and obligations being hereinafter collectively referred to as the “Indebtedness”).

Guarantor further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of Guarantor hereunder, and no act or thing, except full payment and discharge of all Indebtedness, shall in any way exonerate Guarantor or modify, reduce, limit or release the liability of Guarantor hereunder.
2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon Guarantor, whether or not all Indebtedness is paid in full, until this Guaranty is revoked prospectively as to future transactions, by written notice actually received by Lender, and such revocation shall not be effective as to Indebtedness existing or committed for at the time of actual receipt of such notice by Lender, or as to any renewals, extensions and refinancings thereof. If Guarantor hereunder is more than one person, such revocation shall be effective only as to the person so revoking. The death or incompetence of Guarantor shall not revoke this Guaranty, except upon actual receipt of written notice thereof by Lender and then only as to the decedent or the incompetent and only prospectively, as to future transactions, as herein set forth. This Guaranty is binding on all heirs, executors, personal representatives, administrators, assigns and successors of Guarantor; provided, however, Guarantor may not assign its obligations under this Guaranty without Lender’s written consent and any purported assignment without such required consent shall not release Guarantor from its obligations under this Guaranty.
3. If Guarantor shall die, or shall be or become insolvent (however defined) then Lender shall have the right to declare immediately due and payable, and Guarantor will forthwith pay to Lender, the full amount of all Indebtedness, whether due and payable or unmatured, unless within thirty (30) days of each event additional security acceptable to Lender is provided. If Guarantor voluntarily commences or there is commenced involuntarily against Guarantor a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall immediately be due and payable without demand or notice thereof.
4. In addition to the principal amount of the Loan, the Indebtedness shall include all accrued interest thereon, all fees and other charges related thereto as set forth in the Note,Security Deed and other Loan Documents, and all reasonable attorneys’ fees actually incurred, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of the original stated principal amount of the Loan without affecting or impairing the liability of Guarantor. Lender may apply any sums received by or available to Lender on account of the indebtedness from Borrower or any other person (except Guarantor), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of Guarantor hereunder.
5. Guarantor will not exercise or enforce any right of contribution, reimbursement, recourse or subrogation available to the undersigned against any person liable for payment of the Indebtedness, or as to any collateral security therefor, unless and until all of the Indebtedness shall have been fully paid and discharged.
6. Guarantor will pay or reimburse Lender for all costs and expenses (including reasonable attorneys’ fees and legal expenses actually incurred) incurred by Lender in connection with the protection, defense or enforcement of this Guaranty in any litigation or bankruptcy or insolvency proceedings.
7. Whether or not any existing relationship between Guarantor and Borrower has been changed or ended and whether or not this Guaranty has been revoked, Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by Guarantor and without any notice to Guarantor. The liability of Guarantor shall not be affected or impaired by any of the following acts or things (which Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this Guaranty, without notice to or approval by Guarantor): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue. Borrower or any other guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof of substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any modification, substitution, discharge, impairment, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by Lender under §1111(b)(2) of the United States Bankruptcy Code; or (xi) any modification of the Note, Security Deed or any other Loan Documents.
8. Guarantor waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, Guarantor will not assert, plead or enforce against Lender any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute, anti-deficiency statute, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against Lender to Borrower or any such person, whether or not on account of a related transaction. Guarantor expressly agrees that Guarantor shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision.
9. Guarantor waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. Guarantor waives the right to require Lender, or any other Lender of the obligations hereby guaranteed, to take action against the Borrower as provided in O.C.G.A. § 10-7-24 as presently enacted or hereafter amended, during the term of this Guaranty. Lender shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this Guaranty.
10. Any obligation or debt of Borrower now or hereafter held by Guarantor is hereby subordinated to the Indebtedness and Guarantor shall not enforce or collect any such indebtedness from Borrower until such time as the Indebtedness has been satisfied in full. Nevertheless, upon request by Lender, Guarantor shall collect, enforce and receive such indebtedness of Borrower to Guarantor, and any sums collected at Lender’s request or collected in contravention of the prohibition set forth herein shall be held by Guarantor as trustee for Lender and shall be paid over to Lender on account of the Indebtedness; provided, however, that such payments shall not impair, reduce or affect in any manner the liability of Guarantor under the other provisions of this Guaranty.
11. If any payment applied by Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.
12. The liability of Guarantor under this Guaranty is in addition to and shall be cumulative with all other liabilities of the undersigned to Lender as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.
13. This Guaranty shall be enforceable against each person signing this Guaranty, even if only one person signs and regardless of any failure of the other persons to sign this Guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each and every particular and shall be fully binding upon and enforceable against either, any or all the undersigned. This Guaranty shall be effective upon delivery to Lender, without further act, condition or acceptance by Lender, shall be binding upon Guarantor and the heirs, representatives, successors and assigns of Guarantor and shall inure to the benefit of Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this Guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this Guaranty are declared to be severable. This Guaranty may not be waived, modified, terminated, released or otherwise changed except by a writing signed by Guarantor and Lender.
14. This Guaranty shall be governed by the laws of the State of Georgia.
15. This Guaranty may be secured by one or more mortgages, deeds to secure debt or deeds of trust now or hereafter executed by Guarantor in favor of Lender (collectively, the “Guarantor Mortgage”) encumbering one or more properties owned by Guarantor. Notwithstanding the foregoing, Guarantor waives any right to require that Lender proceed against Borrower, any collateral for the Indebtedness provided by Borrower or others (including, without limitation, the Property) or against any collateral described in the Guarantor Mortgage, prior to or contemporaneously with a proceeding against Guarantor to collect amounts owed under this Guaranty.
16. Notwithstanding anything to the contrary herein or in the Note, Security Deed or Guarantor Mortgage, whenever in this Guaranty, Note, Security Deed or Guarantor Mortgage, Guarantor is obligated to pay the legal fees of Lender’s counsel, such obligation shall be limited to the reasonable fees of Lender’s counsel which are actually incurred, and shall not refer to any statutory fees or rates provided for under applicable law, including the statutory legal fees specified in O.C.G.A. § 13-1-11.
17. Time is of the essence with respect to this Guaranty and Guarantor’s payment and performance of the Indebtedness hereunder.
18. **GUARANTOR WAIVES NOTICE OF LENDER’S ACCEPTANCE THEREOF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, GUARANTOR WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION BASED ON OR PERTAINING TO THIS GUARANTY.**

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**IN WITNESS HEREOF,** this Guaranty has been duly executed by the undersigned Guarantor the day and year first above written.

GUARANTOR:

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| --- | --- | --- |
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| Unofficial Witness |  | **●担保物件所有者法人役職＋代表者名ローマ字●** |

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Notary