

BIG LETTER OF GUARANTY AND COMMITMENT

TO WHOM IT MAY CONCERN,

This Big Letter of Guaranty and Commitment (the “Letter”) is provided by the undersigned Guarantor in favor of the Beneficiary, as a binding legal obligation, fully enforceable under the laws of the United States of America. The Guarantor hereby unconditionally and irrevocably guarantees and commits as follows:

1. Guaranty and Payment Obligation

Guarantor irrevocably guarantees to pay and fulfill all monetary and non-monetary obligations, debts, damages, claims, costs, and expenses owed by the Principal to the Beneficiary under any agreements, contracts, or transactions between the Principal and Beneficiary. This guaranty is a primary and independent obligation and shall remain in full force regardless of any disputes or delays.

2. Irrevocability and Continuing Effect

This Letter is irrevocable and shall remain effective until all obligations of the Principal to the Beneficiary have been fully satisfied and discharged. Any modification, amendment, or waiver of obligations must be made in writing and signed by the Beneficiary.

3. Waiver of Defenses

Guarantor expressly waives any right to require the Beneficiary to proceed first against the Principal or any other party, to pursue any other remedy, or to enforce any security before enforcing this guaranty. Guarantor also waives any defense based on suretyship laws or rules.

4. Demand and Payment

Payment under this guaranty shall be made promptly upon written demand by the Beneficiary specifying the amount due and the basis for the demand. Guarantor agrees to pay all costs and expenses of collection, including reasonable attorney’s fees, incurred by the Beneficiary.

5. Governing Law and Jurisdiction

This Letter shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. Guarantor submits irrevocably to the exclusive jurisdiction of the courts of New York County, New York, for any disputes arising out of or relating to this Letter.

6. No Set-Off or Counterclaim

Guarantor shall not be entitled to any set-off, counterclaim, deduction, or defense arising out of any dispute between Guarantor and Principal or any other party in respect of the obligations guaranteed herein.

7. Representations and Warranties

Guarantor represents and warrants that it has full capacity and authority to enter into this Letter, and that this Letter constitutes a valid and legally binding obligation enforceable against the Guarantor in accordance with its terms.

8. Notices

All notices, demands, and communications under or in connection with this Letter shall be in writing and shall be deemed duly given when delivered personally, sent by nationally recognized overnight courier, or by registered mail to the addresses set forth below or as otherwise designated by the parties in writing.

9. Severability

If any provision of this Letter is held invalid, illegal, or unenforceable, such provision shall be severed and the remainder of this Letter shall remain in full force and effect.

10. Entire Agreement

This Letter contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

IN WITNESS WHEREOF, the Guarantor has executed this Big Letter of Guaranty and Commitment as a legal and binding instrument, intending to be legally bound hereby.

GUARANTOR'S SIGNATURE

BENEFICIARY'S SIGNATURE

Signature: _____

Signature: _____

Guarantor Contact Information:

Name: _____
Address: _____
Phone/Email: _____

Beneficiary Contact Information:

Name: _____
Address: _____
Phone/Email: _____

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