

GUARANTEE AGREEMENT

THIS AGREEMENT OF GUARANTEE dated the ____ day of _____, 20__.
BETWEEN:

(hereinafter called the "Guarantor"),

-and-

(hereinafter called "the Lender")

WHEREAS _____ (the "Borrower") has agreed to borrow from the Lender in the sum of \$_____ pursuant to a commitment letter dated the ____ day of _____, 20__, between the Borrower and the Lender.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises the Guarantor covenants and agrees with the Lender as follows:

SECTION 1. GUARANTEE

1.1 For good and valuable consideration, the Guarantor:

- (a) unconditionally guarantees and covenants with the Lender that the Guarantor will duly and punctually pay to the Lender all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Borrower to the Lender upon demand wherever incurred and whether incurred by the Borrower alone or with another or others, including, without limitation, all of the principal of, interest on and all other moneys owing as and when the same becomes due and payable; and
- (b) agrees to indemnify and save the Lender harmless from and against all losses, damages, costs and expenses which the Lender may sustain, incur or be or become liable for in respect of all debts and liabilities secured by a mortgage granted by the Borrower to the Lender, including:
 - (i) the failure, for any reason for the Borrower to pay the debts and liabilities or to do any other act, matter or thing pursuant to the provisions of the mortgage or any other of the loan documents; and
 - (ii) any act, action or proceeding of or by the Lender for, or in connection with, the recovery of the debts and liabilities or any part thereof or obtaining performance by the Borrower or person of any other act, matter or thing, pursuant to the provision of the mortgage or other loan documents.

(the "Borrower's Liabilities")

SECTION 2. DEFAULT AND ENFORCEMENT

2.1 If the Guarantor shall fail on demand to make payment pursuant to 1.1 of the Borrower's Liabilities the Lender may in its discretion proceed with the enforcement of its rights hereunder and may proceed to enforce such rights or from time to time any thereof prior to, contemporaneously with or after any action taken under any security or other documents delivered by the Borrower or others to the Lender. The Guarantor shall pay on demand all costs and expenses (including legal fees on a solicitor and own client indemnity basis) incurred by the Lender in enforcing or attempting to enforce its rights hereunder and all proceedings taken in relation hereto with interest thereon at the rate of interest provided for in the security or loan documents.

2.2 All sums paid to or recovered by the Lender pursuant to the provisions hereof shall be applied by it against all amounts owing in such order as the Lender in its sole discretion may determine.

2.3 The Lender may waive any default of the Guarantor hereunder upon such terms and conditions as it may determine provided that no such waiver shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.

2.4 Any moneys paid by or recovered from the Guarantor hereunder shall be held to have been paid in discharge of the liability of the Guarantor hereunder, but not in discharge of the liability of the Borrower, and in the event of any such payment by or recovery from the Guarantor, the Guarantor hereby assigns any rights with respect to or arising from such payment or recovery (including without limitation any right of subrogation) to the Lender unless or until the Lender has received in the aggregate payment in full of all moneys owing to the Lender.

SECTION 3. WAIVERS

3.1 The liability of the Guarantor under this Guarantee is absolute and unconditional. It will not be limited or reduced, nor will the Lender be responsible or owe any duty (as a fiduciary or otherwise) to the Guarantor, nor will the Lender's rights under this Guarantee be prejudiced, by the existence or occurrence (with or without the Guarantor's knowledge or consent) of any one or more of the following events:

- (a) any termination, invalidity, unenforceability or release by the Lender or any of its rights against the Borrower or against any other person or of any security;
- (b) any increase, reduction, renewal, substitution or other change in, or discontinuance of, the terms relating to the Borrower's Liabilities; any agreement to any proposal or scheme of arrangement concerning, or granting any extensions of time or any other indulgences or concessions to, the Borrower or any other person; any taking or giving up of any security; abstaining from taking, perfecting, filing or registering any security; allowing any security to lapse (whether by failing to make or maintain any registration, filing or otherwise); or any neglect or omission by the Lender in respect of, or in the course of, doing any of these things;

- (c) accepting compositions from compromises, arrangements or plans of reorganizations or granting releases or discharges to the Borrower or any other person, or any other dealing with the Borrower or any other person or with any security that the Lender considers appropriate;
- (d) any unenforceability or loss of or in respect of any security or documentation due to defect or omission from such security and documentation held from time to time by the Lender from the Guarantor, the Borrower or any other person, whether the loss is due to the means or timing of any registration, disposition or realization of any collateral that is the subject of that security or otherwise due to the Lender's fault or any other reason;
- (e) any change in the Borrower's name; or any reorganization (whether by way of amalgamation, merger, transfer, sale lease or otherwise) of the Borrower or the Borrower's business;
- (f) any change in the Borrower's financial condition or that of the Borrower or any other Guarantor (including insolvency and bankruptcy);
- (g) any event, whether or not attributable to the Lender, that may be considered to have caused or accelerated the bankruptcy or insolvency of the Borrower or the Guarantor, or to have resulted in the initiation of any such proceedings;
- (h) the Lender's filing of any claim for payment with any administrator, provisional liquidator, conservator, trustee, receiver, custodian or other similar officer appointed for the Borrower or for all or substantially all of the Borrower's assets;
- (i) any failure by the Lender to abide by any of the terms and conditions of the Lender's agreements with, or to meet any of its obligations or duties owed to, the Guarantor, the Borrower or any person, or any breach of any duty (whether as a fiduciary or otherwise) that exists or is alleged to exist between the Lender and the Guarantor, the Borrower or any person;
- (j) any incapacity, disability, or lack or limitation of status or of the power of the Borrower or of the Borrower's directors, managers, officers, partners or agents; the discovery that the Borrower is not or may not be a legal entity; or any irregularity, defect or informality in the incurring of any of the Borrower's Debts;
- (k) any event whatsoever that might be a defence available to, or result in a reduction or discharge of, the Guarantor, the Borrower or any other person in respect of either the Borrower's Debts or the Guarantor's liability under this Guarantee; or
- (l) any amendment to any, some or all of the security or agreements as between the Borrower and the Lender.

3.2 After all moneys payable by the Borrower to the Lender have been paid in full, this guarantee shall cease and become null and void and the Lender shall, at the request and at the expense of the Guarantor execute and deliver a release to the Guarantor.

SECTION 4. CONSENT TO RELEASE AND DISCLOSE

4.1 Each of the borrower and Guarantor confirms it has read the Lender's Privacy Policy, as is available from the Lender upon request and as may be amended from time to time, and acknowledges and agrees that the information set out therein constitutes its consent and prior written notice of the collection, use and disclosure of his or her personal information. In addition, each of the borrower and Guarantor acknowledges and agrees that the loan (or securities or certificates backed by or representing any interest in the loan, or a pool of loans which includes the loan) may be sold or securitized into the secondary market without further notice to, or the consent of, the borrower or the Guarantor. The Lender, or its servicer, may from time to time release, disclose, exchange, share, transfer and/or assign, at its sole discretion, all information and materials (including financial statements and information concerning the status of the loan, such as existing or potential loan or lease defaults or other facts or circumstances which might affect the performance of the loan) provided to, or obtained by the Lender, relating to the borrower, the Guarantor, the land or the loan (both before and after the initial advance of the loan and/or default) without restriction and without notice to, or the consent of, the borrower or the Guarantor, to:

- (a) the Lender's third party advisors and/or agents, such as lawyers, accountants, consultants, appraisers, credit verification sources and servicers,
- (b) any subsequent or proposed purchaser of the loan and/ or their third party advisors,
- (c) the public or any private group in any offering memorandum, prospectus or other disclosure document (including all initial and continuing disclosure requirements), regardless of format or scope of distribution,
- (d) the public or other interested persons, directly or indirectly through information service providers or other market participants, for the purpose of providing market information from time to time relating to the status of the loan or loan pools or any interest therein regardless of format or scope of distribution,
- (e) any governmental authority having jurisdiction over such sale or securitization of the loan or loan pool or any trade of interest in the loan or loan pool, and
- (f) any other person, including rating agencies, in connection with the sale, assignment or securitization of the loan or in connection with any collection or enforcement proceedings taken under or in respect of the loan and/or the loan documents.

Each of the borrower and Guarantor irrevocably consents to the collection, obtaining, release, disclosure, exchange, sharing, transfer and assignment of all such information and materials.

SECTION 5. MISCELLANEOUS

5.1 The Guarantor, if more than one, agrees to be jointly and severally liable under this Guarantee with all other Guarantors.

5.2 All indebtedness of the Borrower to the Guarantor, present and future, is hereby assigned to the Lender and postponed and, for the purpose of effecting the same, the Borrower and Guarantor agree with the Lender that no payments whether by way of repayment of indebtedness, loans, advances, dividends, return of capital or otherwise whatsoever, will be paid by the Borrower to the Guarantor, or received by the Guarantor from the Borrower without the express written consent of the Lender until the secured indebtedness has been fully paid and satisfied, and that any payment made or received in contravention of this provision will be held by the Guarantor in trust for the Lender and paid over to the Lender by the Guarantor on demand.

5.3 The Guarantor acknowledges that this guarantee has been delivered free from any conditions or collateral agreements and that no representations have been made to the Guarantor affecting the liability of the Guarantor postponed to the indebtedness secured in favour of the Lender.

5.4 If the Guarantor is a corporation, the Guarantor represents and warrants that the execution and delivery of this guarantee and the giving of financial assistance by way of this guarantee has been authorized by all necessary corporate action of the Guarantor, has been determined by the directors of the Guarantor to be in the best interests of the Guarantor, that the execution and delivery of this guarantee is not a breach of the constating documents of the Guarantor, any law governing or affecting the Guarantor or any agreement given by the Guarantor to any third party and that the Guarantor has full power and capacity to execute and deliver this guarantee.

5.5 Any notices given hereunder shall be conclusively deemed effectively given if delivered personally to either of the parties hereto at the address for such party given above or if forwarded by registered mail to such party at such address. Any notice so mailed shall be conclusively deemed given on the fifth business day after the day of mailing, provided that in the event of a known disruption of postal service notice shall be given by personal delivery only.

5.6 This Agreement shall be construed in accordance with and governed by the laws of the Province of Alberta and shall extend to and be binding upon the heirs, executors, administrators and personal representatives of the Guarantor.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee.

WITNESS:)
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)
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)
)
 _____) _____
) GUARANTOR

Form
Guarantees Acknowledgment Act
 (Section 3)

CERTIFICATE

I HEREBY CERTIFY THAT:

1. _____, the guarantor in the guarantee dated _____ made between _____ and _____, 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 _____, Barrister and Solicitor at the _____ of _____, in the Province of Alberta, this _____ day of _____, 20__.

 Signature

STATEMENT OF GUARANTOR

I am the person named in this certificate.

 Signature of Guarantor