

Guarantee Agreement

In this Guarantee, (i) the word "Guarantor" means each person who signs it; (ii) the word "Customer" means

and each other person who signs or is otherwise bound by the Guaranteed Liabilities as Customer; and the words "Guaranteed Liabilities" means all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Customer to us or remaining unpaid by the Customer to us, whether arising from dealings between us and the Customer or from other dealings or proceedings by which we may be or become in any manner whatever a creditor of the Customer, and wherever incurred, and whether incurred by the Customer alone or with another or others and whether as principal or surety, including all interest (whether or not the rate at which interest is charged to the Customer is changed), commissions, legal and other costs, charges and expenses and compliance with the Customer's other obligations under any security of any kind now or in the future held by us in support of the Guaranteed Liabilities.

In return for The Bank of Nova Scotia ("we", "our" and "us") making loans to the Customer, the Guarantor, by signing this Guarantee, unconditionally guarantees to us the Customer's payment of the Guaranteed Liabilities immediately after demand by us. The Guarantor agrees that if the Customer defaults in paying the Guaranteed Liabilities, the Guarantor will pay us upon demand all of the amounts owing under the Guaranteed Liabilities. The Guarantor will be jointly and severally (solidarily) responsible with the Customer (and with one another if more than one and including with any guarantors who sign other guarantees in connection with the Guaranteed Liabilities) for all Guaranteed Liabilities.

Insert Limit,
if any.

The liability of the Guarantor under this Guarantee is limited to the sum of

dollars

(\$ _____) with interest from the date of demand for payment at the rate set out below.

It is understood that this is a continuing guarantee of all the Guaranteed Liabilities and that the Guarantor's liability under this Guarantee will arise immediately after demand for payment under this Guarantee has been made in writing by us. The Guarantor's liability under this Guarantee will bear interest at the highest rate payable by the Customer under the Guaranteed Liabilities from the date of such demand.

It is further understood that, either before or after requiring payment from any other person, we can without releasing or lessening the Guarantor's liability under this Guarantee and without obtaining the consent of or giving notice to the Guarantor:

- make new advances under the Guaranteed Liabilities including, without limitation, making new advances under additional credit products to the Customer forming part of the Guaranteed Liabilities;
- grant any extensions of time for payment and extensions of the term of the Guaranteed Liabilities, including any variations, amendments, replacements, additions or renewals of the Guaranteed Liabilities or any security or guarantee of any kind now or in the future held by us;
- increase the rate of interest payable under the Guaranteed Liabilities, either during the initial term or in any subsequent renewal period;
- release the whole or any part of the property held by us in support of the Guaranteed Liabilities from any security of any kind now or in the future;
- delay or refuse to enforce any security or guarantee of any kind now or in the future held by us in support of the Guaranteed Liabilities;
- otherwise deal with the Customer, any other person (including the Guarantor), any security or guarantee of any kind now or in the future held by us, including releasing, realizing on or replacing any security of any kind now or in the future held by us in support of the Guaranteed Liabilities; and
- waive any provision of the Guaranteed Liabilities or change any terms of the Guaranteed Liabilities at any time.

We may require payment from the Guarantor without first exhausting our recourse against the Customer or any other person (including the Guarantor or any other guarantor) or on any security or guarantee of any kind now or in the future held by us. The obligations of the Guarantor under this Guarantee shall be as principal debtor and not as surety and are not affected or released by:

- by the release of the Customer or any other person (including any Guarantor or any other guarantor) of his/her obligations in respect of the Guaranteed Liabilities or any compromise or termination of the Guaranteed Liabilities whether in bankruptcy proceedings or otherwise;
- any event which results in a Customer not being under a legal obligation to pay the Guaranteed Liabilities;
- the cessation of any special duties to the extent that this Guarantee may, in any manner, attach to such special duties or if the Guarantor ceases to have business dealings with the Customer or hold any position or fulfil any function as director, officer, administrator, partner, employee or otherwise;
- the Guarantor's death or legal incapacity or the death or legal incapacity of any Customer;
- any change in the name of the Customer, or by any reorganization or amalgamation, if the Customer is a corporation;

The Guarantor's liability under this Guarantee shall be binding upon the Guarantor's heirs, executors, liquidators or administrators, successors and personal representatives.

The Guarantor has required that this Guarantee and related documents be drawn in English. La caution a exigé que ce cautionnement et les documents y afférents soient rédigés en anglais.

Dated at _____ this _____ day of _____, _____.

(Witness)

(Guarantor)

(Witness)

(Guarantor)

Guarantees Acknowledgment Act (Alberta)

(Section 3)

CERTIFICATE

Note: To be completed when guarantor is an individual and the guarantee is taken in, or enforceable in Alberta.

I HEREBY CERTIFY THAT:

1. _____ (guarantor's name),

the guarantor in the guarantee dated _____ made between _____ and

Scotia Mortgage Corporation and The Bank of Nova Scotia, 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 am satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by _____, Lawyer
(Print name)

at the _____ of _____ in the

Province of _____, this _____ day of _____, 20_____.

SIGNATURE

STATEMENT OF GUARANTOR

I am the person named in this certificate.

SIGNATURE OF GUARANTOR