

Guarantee Agreement

In this Guarantee, guarantor means each person who signs the Guarantee as guarantor of the

given by:

(Insert Mortgage/ Charge or Deed of Hypothec, as applicable)

(Customer)

to _____ ("we", "our" and "us"),

(Lender)

on _____

(Property Address)

Our Mortgage Reference Number _____

Mortgagor means each person who signs or is otherwise bound by the Mortgage/Charge or Deed of Hypothec (as it may be amended, extended or renewed, the "Mortgage") as Mortgagor/Chargor or Grantor of the Hypothec.

In return for us making a loan to the Mortgagor, the guarantor, by signing this Guarantee, unconditionally guarantees to us the Mortgagor's payment of the Mortgage (including, without limitation, interest, whether or not the interest rate is changed, and other costs and charges) when due and compliance with the Mortgagor's other obligations, under the Mortgage. Each guarantor agrees that, if the Mortgagor defaults in making any payment or in performing any other obligation under the Mortgage, the guarantor will pay us upon demand all of the amounts secured by (owing under) the Mortgage and comply with all of the obligations under the Mortgage which have not been complied with by the Mortgagor. Each guarantor will be jointly and severally (solidarily) responsible with the Mortgagor and with one another (if more than one and including with any guarantors who sign other guarantees in connection with the Mortgage) for all obligations under the Mortgage including, without limitation, payment of the amounts secured by (owing under) the Mortgage.

It is understood that each guarantor's liability under this Guarantee will arise immediately after demand for payment under this Guarantee has been made in writing by us and each guarantor's liability under this Guarantee will bear interest at the rate payable by the Mortgagor under the Mortgage 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 any guarantor:

- Make new advances under the Mortgage;
- Grant any extensions of time for payment and extensions of the term of the Mortgage or any other guarantees including, without limitation, any variances, amendments, replacements, additions or renewals of the Mortgage or any other guarantees ;
- Increase or decrease the rate of interest payable under the Mortgage, either during the initial term or in any subsequent renewal period;
- Release the whole or any part of the property from the Mortgage or any other security;
- Delay or refuse to enforce our rights under the Mortgage or any other guarantees ;
- Otherwise deal with the Mortgagor, any other person (including, without limitation, any guarantor), any security (including, without limitation, the Mortgage) or the mortgaged property, including releasing, realizing on or replacing any security we may hold; and
- Waive any provision of the Mortgage or change any terms of the Mortgage at any time.

We may require payment from any guarantor without first exhausting our recourses against the Mortgagor or any other person (including, without limitation, any guarantor) or on any security (including, without limitation, the Mortgage). The obligations of the guarantor under this Guarantee shall be as principal debtor and not as surety and are not affected or released by:

- the release of any Mortgagor or any other person (including, without limitation, any guarantor) from his/her obligations under the Mortgage or any compromise or termination of the Mortgage, whether in bankruptcy proceedings or otherwise;
- Any event which results in a Mortgagor not being under a legal obligation to pay the Mortgage;
- 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 Mortgagor 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 Mortgagor;
- any change in the name of the Mortgagor, or by any reorganization or amalgamation, if the Mortgagor is a corporation;

Each guarantor's obligations 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 _____ day of _____, _____.

(Witness)

(Guarantor)

(Witness)

(Guarantor)

**THE GUARANTEES ACKNOWLEDGEMENT ACT
CERTIFICATE OF NOTARY PUBLIC**

I HEREBY CERTIFY THAT:

1. _____ of _____
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 upon, appeared in person before me and acknowledged that he 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.

Note: To be completed when guarantor is an individual and the guarantee is taken in, or enforceable in Alberta. Not applicable in Ontario.

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