

GUARANTOR'S CLAUSE

The Guarantor, in consideration of the making by the Chargee to the Chargor of the loan secured by the Charge,

- (a) agrees to be liable with the Chargor as principal debtor and not as surety, for due payment of all moneys payable under the Charge at the times and in the manner provided in the Charge;
- (b) Unconditionally guarantees full performance and discharge by the Chargor of all of the obligations of the Chargor pursuant to the provisions of the Charge at the times and in the manner provided in the Charge;
- (c) Agrees to indemnify and save harmless the Chargee against and from all losses, damages, costs and expenses which the Chargee may sustain, incur or become liable for by reason of:
 - i) the failure, for any reason whatsoever, of the Chargor to pay the monies expressed to be payable pursuant to the provisions of the Charge;
 - ii) the failure, for any reason whatsoever, of the Chargor to do and perform any other act, matter or thing pursuant to the provisions of the Charge; or
 - iii) any act, action or proceeding of or by the Chargee for or in connection with the recovery of the said moneys or the obtaining of the performance by the Chargor or any other act, matter or thing pursuant to the provisions of the Charge;
- (d) agrees that the Chargee may at any time and from time to time and without notice to, or any consent or concurrence by the Guarantor, make any settlement, extension or variation in the terms of the Charge or take or surrender any security, and that no such thing done by the Chargee nor any carelessness or neglect by the Chargee in asserting its rights nor any other thing whatsoever, including, without in any way limiting the generality of the foregoing, the loss by operation of law of any right of the Chargee against the Chargor or destruction of any security shall in any way release or diminish the liability of the Guarantor under the Charge, so long as any moneys expressed by the Charge to be payable remain unpaid or the Chargee has not been reimbursed for all such losses, damages, costs, charges and expenses as aforesaid; and
- (e) agrees that the Chargee shall not be obligated to proceed against the Chargor or to enforce or exhaust any security before proceeding to enforce the obligations of the Guarantor set out in the Charge and that enforcement of such obligations may take place before, after or contemporaneously with the enforcement of any debt or obligation of the Chargor or the enforcement of any security for any such debt or obligation.

The Guarantor(s) acknowledge(s) as follows:

- 1. The Guarantor(s) is/are in receipt of a copy of the Acknowledgement/Direction and Guarantee and the effect of this document has been fully explained to the Guarantor and the Guarantor agrees to be bound by the terms and conditions of this document.
- 2. The Guarantor(s) is/are in fact a party/parties to this document and has/have not misrepresented his/her/their identity.

This guarantee is governed by the laws of the Province of Ontario.

Dated at _____, this _____ day of _____ .

Witness: (as to all signatures, if applicable)

Guarantor(s) signature

Guarantor(s) signature