

Guarantee for Multiple Parties

SCHEDULE "A"

No.	Guarantor (each also a Guaranteed Party in respect of each of the other Guarantors) <i>(Please list names)</i>	Account Number(s)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Guarantee for Multiple Parties

FOR VALUABLE CONSIDERATION, each of the undersigned guarantors listed on Schedule "A" above hereto (each, a "Guarantor") hereby personally and unconditionally guarantees payment to Scotia Capital Inc. (the "Member") of all present and future debts and liabilities of each of the other guarantors listed on Schedule "A" above hereto (in respect of each Guarantor, each other guarantor a "Guaranteed Party"), including, without limitation, all debts and liabilities arising in connection with the accounts of the Guaranteed Party listed on Schedule "A".

AND the Guaranteed Party and the Guarantor agree that:

1. The Guarantor shall not be released nor the Guarantor's liability hereunder limited or lessened by the Member granting time, taking or giving up securities, accepting compositions, granting releases or discharges or otherwise dealing with the Guaranteed Party or other parties or securities nor by any other thing whatsoever, either of a like nature to the foregoing or otherwise.
2. The Member shall not be bound to exhaust its recourse against the Guaranteed Party or other parties or any securities the Member or the Guaranteed Party may hold before being entitled to payment from the Guarantor of the amount hereby guaranteed.
3. This guarantee shall be enforceable notwithstanding any change or changes in the name of the Guaranteed Party or, if the Guaranteed Party be a partnership, any change or changes in the members of the partnership, including by death or by the retirement of one or more of the partners or by the introduction of one or more other partners, and notwithstanding any incapacity or lack or limitation of authority or power of the Guaranteed Party, or any of its directors, partners, or agents, or any irregularity, defect, or informality in the borrowing or obtaining of monies or advances by the Guaranteed Party and notwithstanding any change in the business, powers, objects, organization or management of the Guaranteed Party.
4. This shall be a continuing guarantee and shall cover all debts and liabilities of the Guaranteed Party to the Member from time to time and shall apply to and secure any ultimate balance due or remaining unpaid to the Member and shall be binding as a continuing security on the Guarantor until receipt by the Member of written notice from the Guarantor (or the executors or administrators of the

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Guarantor) to make no further advances or extensions of credit on the security of this guarantee; upon receipt by the Member of such notice this guarantee shall not apply to any debts or liabilities of the Guaranteed Party to the Member thereafter incurred. The account of the Guaranteed Party and any assets held therein may be restricted until such time as the debts and liabilities of the Guaranteed Party are satisfactorily discharged or until an alternative Guarantor acceptable to the Member enters into a written guarantee agreement on behalf of the Guaranteed Party.

5. Without notice to the Guarantor, the Member is entitled to set off any credit balance in any account of the Guaranteed Party against any deficit in any other account of the Guaranteed Party or any other debt or obligation of the Guaranteed Party owed to the Member. In addition, the Member may transfer securities among the Guaranteed Party's various accounts, including joint accounts and those guaranteed by the Guarantor without notice and without affecting, limiting or discharging the Guarantor's liability under this guarantee.
6. All securities, cash, coins, commodities, contracts for the future delivery thereof, commodity options and forward commodity and foreign exchange contracts, held or carried by the Member for the account of the Guarantor, shall be pledged and shall be maintained as collateral security for the payment of any debts and liability of the Guaranteed Party to the Member to the extent of the liability of the Guarantor hereunder. All such securities and other property may be transferred from time to time without notice at the Member's sole discretion to any of the Guaranteed Party's accounts to satisfy part or all of the debts and liabilities of the Guaranteed Party to the Member, and the Member may without notice to the Guarantor sell or contract to sell any or all of the assets pledged as collateral to this guarantee or held by the Member for the account of the Guarantor to satisfy any debt or liabilities of the Guaranteed Party to the Member, and the Member shall not be liable to the Guarantor for any loss of or in respect of the transfer or sale of such assets, and no enforcement of this pledge or right to transfer or sell will in any way affect the Guarantor's obligations and liability under this guarantee and no proceedings to enforce this guarantee will in any way diminish this pledge or the Member's right to transfer or sell such securities and other property.
7. The Guarantor and the Guaranteed Party acknowledge, and the Guaranteed Party specifically consents to, the Guarantor receiving at the Member's discretion copies of the Guaranteed Party's statements of account as generated.
8. The Member shall have no obligation to provide the Guarantor with any information concerning the relationship and dealings between it and the Guaranteed Party. The Guarantor acknowledges that the extent of the Guarantor's responsibility under the guarantee will fluctuate, and that such responsibility is not limited.
9. The Guarantor acknowledges having had an opportunity to consider whether to seek independent legal advice before delivering this guarantee to the Member and that the Member recommended that the Guarantor do so. The Guarantor acknowledges having read and understood the terms and conditions of this guarantee before signing and delivering it.
10. If the Guarantor is a spouse of the Guaranteed Party, the Guarantor is advised to seek independent legal advice before executing this guarantee and, by execution of this guarantee, the Guarantor either acknowledges having received independent legal advice or acknowledges being urged to seek independent legal advice although the Guarantor has declined to do so.
11. This instrument is in addition and supplemental to all other guarantees held or which may hereafter be held by the Member and shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Member and the Guarantor.
12. Personal Information (for individuals only). The Guarantor hereby consents to the Member collecting personal information about the Guarantor from third persons such as personal information agents, present and past employers, personal and credit references, credit reporting agencies, a credit bureau, advertising agencies, collection agencies, and any person or corporation with whom the Guarantor has or may have financial relations and to the release by third parties to the Member of such information. The Guarantor also consents to the disclosure by the Member of the Guarantor's personal information to third persons including personal information agents, creditors, persons to whom the Guarantor has applied for credit, financial institutions, collection agencies, bailiffs, marketing and advertising agencies, credit reporting agencies, a credit bureau or any person or corporation with whom the Guarantor has or may have financial relations or any supplier of services relating to the account or to any other person to whom the Member deems it necessary for the purpose of fulfilling the object of the file created by the Member under the name of the Guarantor. The Guarantor acknowledges that it understands the consequences of giving such a consent, which is given freely and will be valid and irrevocable for so long as it is needed in order to achieve the object of the file.

The object of the file maintained on the Guarantor is to assist the Member in: (i) making its decision with respect to this guarantee and (ii) monitoring, evaluating, servicing and collecting indebtedness owing to the Member. The personal information in this file will be used to make any relevant decisions in order to achieve the object of the file and will be made available only to the Member's employees who require it for the performance of their duties. The file will be kept at the address of the Member as indicated from time to time to the Guarantor. The Guarantor has the right to access the file and rectify any personal information in the file which may be obsolete or incorrect. To exercise the right of access and rectification, please attend at the designated office of the Member, or write to the Member, and the information in the file will be provided.

13. The Guarantor acknowledges that the Member shall not review the suitability of transactions in the accounts of the Guaranteed Party in relation to any Guarantor.
14. All indebtedness and liabilities, present and future, of the Guaranteed Party to the Guarantor are hereby assigned to the Member and postponed to the debts and liabilities of the Guaranteed Party to the Member, and all monies received by the Guarantor in respect thereof shall be received in trust for the Member and forthwith upon receipt shall be paid over to the Member, the whole without in any way limiting or lessening the liabilities of the Guarantor under this guarantee and this assignment and postponement is independent of the guarantee and shall remain in effect until repayment in full to the Member of all liabilities of the Guaranteed Party to the Member.
15. This guarantee constitutes the entire agreement of Guarantor and the Member relative to the subject matter hereof. No modification of, or supplement to, this guarantee shall bind the Member unless the same is in writing and is signed by an authorized officer of the

Member. In the event that any part of this guarantee is declared invalid, illegal or unenforceable, then the remaining terms, clauses and provisions of this guarantee shall not be affected by such declaration and all of the remaining clauses of this Guarantee shall remain valid, binding and enforceable. The Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with the court in the event of a receivership or bankruptcy of the Guaranteed Party, protest or notice with respect to the Guaranteed Party's obligations and all demands whatsoever and covenants that the obligations of the Guarantor will not be discharged, except by complete performance of the obligations contained herein.

- 16. Except when the Guarantor or the Guaranteed Party is a resident of Quebec, this guarantee is governed by and shall be construed in accordance with the laws of Ontario, and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the courts of such province.
- 17. If this guarantee is executed by more than one Guarantor to guarantee the debts and liabilities of the Guaranteed Party, all agreements and covenants in the guarantee and all liability arising under the guarantee (whether in one or more instruments) shall be joint and several.

If either the Guarantor or the Guaranteed Party is a resident of Quebec, the following applies:

- 18. This guarantee shall be governed by, and construed in accordance with, the laws of the Province of Quebec. This guarantee shall not be deemed to create any right in any person except as provided herein and shall inure to the benefit of the successors and assigns of the Member and all obligations of Guarantor shall be binding upon the successors, assigns, heirs, executors, administrators and legal personal representatives, as the case may be, of Guarantor. This guarantee constitutes the entire agreement of Guarantor and the Member relative to the subject matter hereof. No modification of, or supplement to, this guarantee shall bind the Member unless the same is in writing and is signed by an authorized officer of the Member. In the event that any part of this guarantee is declared invalid, illegal or unenforceable, then the remaining terms, clauses and provisions of this guarantee shall not be affected by such declaration and all of the remaining clauses of this Guarantee shall remain valid, binding and enforceable. The Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with the court in the event of a receivership or bankruptcy of the Guaranteed Party, protest or notice with respect to the Guaranteed Party's obligations and all demands whatsoever and covenants that the obligations of the Guarantor will not be discharged, except by complete performance of the obligations contained herein. The parties acknowledge that they have required that this agreement and all related documents be drawn up in English. Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

Note: If either the Guarantor or the Guaranteed Party is a resident or Legal Entity of Alberta, a Guarantee - Certificate of Lawyer under Guarantees Acknowledgement Act (Alberta) (SiT5B) is required.

This form is to be used for the purposes of circle guaranteeing two or more accounts together for margin purposes.

Signature(s)

DATE	SIGNATURE OF GUARANTOR	JOINT GUARANTOR ACCOUNT HOLDER SIGNATURE
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NAME OF GUARANTOR (PLEASE PRINT)

DATE	SIGNATURE OF GUARANTOR	JOINT GUARANTOR ACCOUNT HOLDER SIGNATURE
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NAME OF GUARANTOR (PLEASE PRINT)

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