GUARANTEE AGREEMENT

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This is a Guarantee Agreement (the “Agreement”) that takes effect on [DATE],

**BETWEEN: [FIRST PARTY NAME]** (the "First Party"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [SECOND PARTY NAME]** (the "Customer"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

FOR VALUABLE CONSIDERATION, the undersigned hereby jointly and severally guarantee the performance and payment, forthwith after demand therefor as hereinafter provided, of all Obligations of

[COMPANY NAME]

(referred to herein as the “Customer”) to [FIRST PARTY NAME] together with any costs and expenses incurred with respect to or arising out of such Obligations or any securities therefore, or costs incurred by or awarded against [FIRST PARTY NAME] in connection with any proceedings taken against the Customer or the undersigned or any one thereof or any moneys paid by [FIRST PARTY NAME] on account of Taxes (as hereinafter defined), wages, insurance or the remuneration or costs of any liquidator, trustee, agent or other Person, or on any other account whatsoever.

AND EACH OF THE UNDERSIGNED HEREBY AGREES WITH [FIRST PARTY NAME] AS FOLLOWS:

1. THAT this shall be a continuing guarantee and shall secure the present Obligations and all Obligations incurred or arising after the date hereof of the Customer to [FIRST PARTY NAME] and shall secure the ultimate balance due from the Customer to [FIRST PARTY NAME] and shall be binding as a continuing security on the undersigned and any one thereof.
2. THAT all benefits of discussion and division are hereby renounced and [FIRST PARTY NAME] shall not be bound to exhaust its recourses against the Customer or others or the securities (which term, as used herein, includes other guarantees) they may hold nor to value such securities before being entitled to payment from the undersigned or any one thereof.
3. THAT this guarantee shall be in addition to and without prejudice to any other securities by whomsoever given held at any time by [FIRST PARTY NAME] and [FIRST PARTY NAME] shall be under no obligation to marshal in favour of the undersigned any such securities or any of the funds or assets [FIRST PARTY NAME] may be entitled to receive or have a claim upon, and [FIRST PARTY NAME] may, without diminishing the liability hereunder of the undersigned or any one thereof, grant extensions of time or
4. Other indulgences to the Customer or others and give up or modify, vary, exchange, renew or abstain from perfecting or taking advantage of any securities, waive, in whole or in part, the obligation of the Customer to provide [FIRST PARTY NAME] with the Supplemental Security Documents and may discharge any party or [FIRST PARTY NAME] and accept or make any compositions or arrangements and realise any securities when and in such manner as [FIRST PARTY NAME] may see fit and in no case shall [FIRST PARTY NAME] be responsible or shall the undersigned or any one thereof be released either in whole or in part for any act or omission in connection with the registration or filing of any security under any [YOUR COUNTRY LAW] or otherwise or the realisation of any security or the postponement of such realisation or having sold any security at an under value.
5. THAT all dividends, compositions, proceeds of security valued and payments received by [FIRST PARTY NAME] from the Customer or from others shall be deemed to be payments in gross without any right on the part of the undersigned or any one thereof to claim *in re*duction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by [FIRST PARTY NAME] or proceeds thereof and the undersigned shall have no right to be subrogated in any rights of [FIRST PARTY NAME] until [FIRST PARTY NAME] shall have received payment in full of the Obligations of the Customer to [FIRST PARTY NAME] hereby guaranteed.
6. THAT each of the undersigned shall pay all amounts payable hereunder free and clear of and without liability for, and subject to the provisions of Section 6, without deduction or withholding for, and to pay and to reimburse [FIRST PARTY NAME] upon demand for any payment made by it with respect to, and to indemnify and hold [FIRST PARTY NAME] harmless against any liability for (y) any and all present and future taxes (including stamp taxes), levies, imposts, deductions, charges, withholdings, duties, fees, interests, fines and penalties imposed by the jurisdiction from which payment is made on or
7. In connection with the payment of any amount required to be paid to [FIRST PARTY NAME] pursuant to this guarantee or imposed by any jurisdiction with respect to the preparation, execution, delivery, registration, performance, amendment or enforcement of this guarantee (all of the foregoing items are here*in re*ferred to as “Local Taxes”); and **(s) any** and all present and future taxes (including stamp taxes), levies, imposts, deductions, charges, withholdings, duties, fees, interests, fines and penalties which shall be due in any jurisdiction with respect to the payment of or reimbursement for any Local Taxes by [FIRST PARTY NAME] (all of the foregoing listed in clauses **(y)** and **(z)** is here*in re*ferred to as “Taxes”).
8. THAT if any of the undersigned is required by Law to make any deduction or withholding *in re*spect of any Taxes from any amount payable under this guarantee or is prevented by operation of [YOUR COUNTRY LAW] from paying, causing to be paid or reimbursed for the payment of any Taxes, the undersigned shall pay such additional amount as may be necessary in order that the net amounts received by [FIRST PARTY NAME] after such deduction or withholding and after the deduction of any such Taxes not paid, caused to be paid or
9. Reimbursed for by anyone thereof shall equal the amounts which would have been realised by [FIRST PARTY NAME] if such deduction or withholding had not been made and if such Taxes had been paid, caused to be paid or reimbursed by the undersigned or any one thereof. Such additional amounts shall be paid (y) in the case of amounts payable as a result of a deduction or withholding from an amount payable under this guarantee, on the date the latter amount is payable and (s) in the case of an amount payable as a result of the failure by the undersigned or any one thereof to pay or reimburse for Taxes, on the earlier of the date on which such Taxes are due and the date on which such Taxes are paid by [FIRST PARTY NAME].
10. THAT with respect to any of the said Taxes, each of the undersigned shall make any required payment thereof within the time allowed under [YOUR COUNTRY LAW] and, within [NUMBER] days thereafter, shall furnish to [FIRST PARTY NAME] such certificates, receipts and other documents as may be required to establish any tax credit to which [FIRST PARTY NAME] may be entitled. If [FIRST PARTY NAME] shall determine in its sole discretion that it has irrevocably obtained a credit or similar tax benefit with respect to income taxes imposed by a jurisdiction in which it is located or under the [YOUR COUNTRY LAW] of which it is organised, on the basis of the payment of such Taxes by the undersigned or any one thereof, [FIRST PARTY NAME] shall promptly remit to the undersigned or any one thereof an amount equal to the amount of such credit or benefit as is, in its discretion, equitably attributable to such payment by [FIRST PARTY NAME] having taken into account all its dealings giving rise to similar credits or benefits *in re*lation to the same tax period.
11. If [FIRST PARTY NAME] subsequently shall determine that, for any reason, the amount of such credit or benefit has directly or indirectly been reduced, the undersigned or any one thereof shall upon request pay to [FIRST PARTY NAME] an amount equal to the amount of such reduction. All determinations and computations required or permitted by this Section 7 shall be made and all assumptions, methods of allocation or attribution and other principles necessary for or related to such determinations and computations shall be made or selected by [FIRST PARTY NAME], in its sole discretion, and shall be final, binding and conclusive upon the undersigned. The undersigned hereby release [FIRST PARTY NAME] from any claim that any payment by the undersigned or any one thereof under this Section 7 resulted, in any period, directly or indirectly and whether by way of carryover or carryback, *in re*ductions in [FIRST PARTY NAME]’s liability for income taxes in amounts in excess of the amounts which [FIRST PARTY NAME] has paid the undersigned or any one thereof pursuant to this Section 7.
12. THAT, any and all moneys received by [FIRST PARTY NAME] from the Customer or others or from securities and which are properly applicable *in re*duction of the Customer’s Obligations to [FIRST PARTY NAME] may be applied by [FIRST PARTY NAME] upon such part of the said Obligations as [FIRST PARTY NAME] sees fit.
13. THAT all payments due to [FIRST PARTY NAME] hereunder by any of the undersigned whether *in re*spect of the Obligations or otherwise, shall be made by the undersigned without any reduction whatsoever, including, without limitation, any reduction for any set-off, recoupment or counterclaim (whether, in any case, *in re*spect of an obligation owed by [FIRST PARTY NAME] to any of the undersigned or any other guarantor and, in the case of a counterclaim, whether sounding in tort, contract or otherwise) or Tax.
14. THAT [FIRST PARTY NAME] shall not be concerned to see or enquire into the powers of the Customer or its directors or other agents, acting or purporting to act on its behalf, and monies advanced or credits in fact borrowed or obtained through [FIRST PARTY NAME] in professed exercise of such powers shall be deemed to form part of the Obligations hereby guaranteed even though the borrowing or obtaining thereof is in excess of the powers of the Customer or of the directors, partners or other agents thereof or is otherwise irregular or defective or is informally effected, the whole whether or not known to [FIRST PARTY NAME], and any moneys advanced or credits used for the payment of the Obligations of the Customer shall be deemed to form part of the Obligations hereby guaranteed.
15. THAT no change in the name, objects, business, membership, directorate, capital stock or constitution of the Customer, nor any reorganisation of the Customer or its amalgamation with another or others, or the sale, transfer or other disposal of its business or assets, in whole or in part, to another or others, shall in any way affect the liability and obligations of the undersigned or any one thereof hereunder, either with respect to transactions occurring before or after any such change, reorganisation, amalgamation, sale, transfer or disposal.
16. THAT where the Customer becomes bankrupt or makes an assignment for the benefit of creditors or if any circumstances arise necessitating [FIRST PARTY NAME] to file its claim against the Customer and to value its securities, [FIRST PARTY NAME] shall be entitled to place such valuation on its securities as it may see fit and the filing of such claim and the valuing of securities shall not in any way prejudice or restrict the claim of [FIRST PARTY NAME] against the undersigned or any one thereof and in no way discharge the undersigned or any one thereof from their liabilities or obligations hereunder to [FIRST PARTY NAME], either in whole or in part.
17. THAT, without in any way limiting the generality of any of the foregoing provisions, the liability and obligations of the undersigned and each one thereof hereunder shall not be impaired, affected or terminated by any act, omission, transaction, limitation, matter, thing or circumstance whatsoever

which, but for this provision, might operate to release, discharge or exonerate the undersigned or any one thereof from all or any part of their or its liabilities or obligations hereunder or reduce impair or affect such liabilities or obligations or cause all or any part of such liabilities or obligations to be irrecoverable from or unenforceable against the undersigned or any one thereof or to discharge, reduce, affect or impair any of such liabilities or obligations including, without limitation (x) the recovery of any judgement  against the Customer, any other guarantor or any other Person or any action to enforce the same; (y) any amendment or supplement to,

1. Or restatement or variation of the Credit Agreement (as hereinafter defined), any of the Security Documents or the Supplemental Security Documents or any other document or collateral security, made at any time and from time to time; and (s) any irregularity, unenforceability or invalidity of any Obligations of the Customer, any other guarantor or any other Person, under the Credit Agreement, any of the Security Documents or the Supplemental Security Documents or any other document or security.
2. THAT any account settled or stated by or between [FIRST PARTY NAME] and the Customer, or, if any such account has not been so settled or stated immediately before demand for payment under this guarantee, any account stated by [FIRST PARTY NAME], shall be accepted by the undersigned, in the absence of manifest error, as conclusive evidence of the amount which at the date of the account so settled or stated is due by the Customer to [FIRST PARTY NAME] or remains unpaid by the Customer to [FIRST PARTY NAME].
3. THAT each of the undersigned shall make payment to [FIRST PARTY NAME] of the amount of its liability to [FIRST PARTY NAME] forthwith after demand, therefore, is made in writing and such demand shall be deemed to have been duly given or made when delivered to the undersigned (by prepaid courier, or by telecopier, telex or hand delivery) at their addresses and attention set forth below or at such other address of which any of the undersigned may hereafter notify [FIRST PARTY NAME] in writing. All payments hereunder shall be made to [FIRST PARTY NAME], at [FULL ADDRESS], [COUNTRY], [COUNTRY] or at such other address as [FIRST PARTY NAME] may give notice of from time to time to the undersigned.
4. THAT each of the undersigned shall be liable to [FIRST PARTY NAME] for the total amount of all Obligations of the Customer to [FIRST PARTY NAME] whether such Obligations are incurred prior to or subsequent to the notice demanding payment together with interest thereon at the same rate or rates as are then payable by the Customer *in re*spect of the Obligations herein guaranteed from the date of demand for payment or, in case of Obligations incurred or arising subsequent to such demand, from the date of the incurring or arising of such Obligations.
5. THAT, if for the purpose of obtaining or enforcing judgement  in any court or for any other purpose hereunder, it is necessary to convert an amount due hereunder in the currency in which it is due (the “Original Currency”) into another currency (the “Second Currency”), the rate of exchange applied shall be that at which, in accordance with normal banking procedures, the Agent could purchase, in the [COUNTRY] money market or the [COUNTRY] foreign exchange market, as the case may be, the Original Currency with the Second Currency on the Business Day on which judgement  is given or the amount is due, as the case may be.
6. Each of the undersigned agrees that its obligations, *in re*spect of any amounts due from it to [FIRST PARTY NAME] in the Original Currency hereunder shall, notwithstanding any judgement  expressed or payment made in the Second Currency, be discharged only to the extent that, on the Business Day following receipt of any sums so paid or adjudged to be due hereunder in the Second Currency, the Agent, may, in accordance with normal banking procedure, purchase, in the Canadian money market or the [COUNTRY] foreign exchange market, as the case may be, the Original Currency with the amount of the Second Currency so paid or so adjudged to be due; and if the amount of the Original Currency so purchased is less than the amount originally due in the Original Currency, each of the undersigned agrees as a separate and independent obligation and notwithstanding any such payment or judgement  to indemnify [FIRST PARTY NAME] against such loss. The obligation provided for in this Section 17 shall not be affected by or merged with any judgement  obtained under this agreement.
7. THAT for the further security of [FIRST PARTY NAME] and without in any way diminishing the liability of the undersigned or any one thereof, all debts and liabilities, present or future, of the Customer to the undersigned or any one thereof are hereby assigned and postponed to the liabilities of the Customer to [FIRST PARTY NAME] provided that this Section shall not in any way affect the rights of the undersigned under Section [SPECIFY] of the Credit Agreement.
8. Upon the occurrence of an Event of Default, all moneys received by the undersigned or any one thereof, or their legal representatives, successors or assigns, *in re*spect thereof shall be received as depositary for [FIRST PARTY NAME] and forthwith upon receipt shall be paid over to [FIRST PARTY NAME]; and that this assignment and postponement is independent of and severable from the foregoing guarantee and shall remain in effect whether or not any of the undersigned is liable for any amount under the said guarantee.
9. THAT there are no representations, collateral agreements or conditions with respect to this agreement affecting the liability of the undersigned or any one thereof hereunder other than those contained herein.
10. THAT this agreement shall extend to and enure to the benefit of [FIRST PARTY NAME] and its successors and permitted assigns and shall extend to and be binding upon each of the undersigned and their successors. The undersigned may not cede, assign or transfer any of their obligations hereunder without the express prior written consent of [FIRST PARTY NAME].
11. Unless there be something in the subject or the context inconsistent therewith or unless otherwise expressly defined herein, all capitalised words and expressions used herein shall have the same meaning as that ascribed to them in that certain Amended and Restated Credit Agreement entered into among [COMPANY NAME], the Customer, [COMPANY NAME], [COMPANY NAME] and [COMPANY NAME], as Agent, bearing formal date of [DATE], as same may be amended, supplemented and restated at any time and from time to time (the “Credit Agreement”).
12. In this agreement, unless there be something in the subject or the context inconsistent therewith, words importing the singular only shall include the plural and *vice versa*, and words importing the masculine gender shall include the feminine gender and *vice versa*.
13. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.
14. This agreement and the interpretation and enforcement thereof shall be governed by and in accordance with the [YOUR COUNTRY LAW] of the Province of [COUNTRY] and, without prejudice to the ability of [FIRST PARTY NAME] to enforce this agreement in any other proper jurisdiction, the parties hereto irrevocably submit and attorn to the jurisdiction of the Courts of the Province of [COUNTRY].
15. Any provision of this agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be, to the extent permitted by [YOUR COUNTRY LAW], ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.
16. So long as the Credit Agreement has not been terminated and cancelled by the parties thereto, in the event of any inconsistency between the terms of this Agreement and any of the terms of the Credit Agreement, the provisions of the Credit Agreement shall govern.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

## [FIRST PARTY NAME] [SECOND PARTY NAME]

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title