

GUARANTEE

TO: Western Cash Advance Program Inc. ("WeCAP")
100, 5908 50 Street
Leduc, AB T9E 0R6

IN CONSIDERATION of WeCAP extending credit to or otherwise dealing or continuing to deal with _____ (the "**Producer**"), the undersigned (jointly and severally if more than one) hereby guarantee(s) unconditionally and promises to pay to WeCAP all existing and future debts and liabilities of the Producer to WeCAP pursuant to any Repayment Agreement now or hereinafter entered into by the Producer and WeCAP pursuant to the Advance Payment Program whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether incurred prior to, after, or concurrently with this guarantee, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Producer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Producer and the undersigned or any of them; PROVIDED THAT the undersigned's liability under this guarantee shall not exceed \$1,150,000.00, plus interest after demand for payment hereunder, both before and after judgment, at a rate of the Toronto-Dominion Bank's prime lending rate plus two (2%) per cent (the "**Interest Rate**") per annum, plus any sum payable pursuant to paragraph 14 of this guarantee.

Each of the undersigned (jointly and severally if more than one) further covenants and agrees with WeCAP as follows:

1. Without further authorization from or notice to the undersigned WeCAP may grant credit to or continue to deal with the Producer from time to time, in such manner, upon such terms and for such time as WeCAP may deem best, and with or without notice to the undersigned WeCAP may alter, compromise, accelerate, extend or change the time or manner for the payment by the Producer or by any person or persons liable to WeCAP for any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by WeCAP of any right hereby given, no dealing by WeCAP with the Producer or any guarantor or endorser, no charge, impairment or suspension of any right or remedy WeCAP may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against WeCAP. No loss of or in respect of any securities received by WeCAP from the Producer or any other person, whether occasioned by WeCAP's fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.
2. This is a continuing guarantee and shall cover and secure any ultimate balance owing to WeCAP by the Producer, but WeCAP shall not be obliged to take any action to exhaust its recourse against the Producer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities WeCAP may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed;
3. The undersigned (or any of them, if more than one hereunder) may determine his or her further liability under this continuing guarantee by thirty (30) days' notice in writing to WeCAP, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to WeCAP as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Producer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

4. No statement representation, agreement or promise on the part of any officer, employee or agent of WeCAP, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder, and no alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on WeCAP.
5. WeCAP shall be at liberty (without in any way prejudicing or affecting its rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed.
6. No change in the name, objects, share capital, business, membership, directors' powers, organization, management, or any amalgamation of the Producer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change.
7. Where the Producer is a corporation or partnership or any entity, WeCAP shall not be concerned to see or inquire into the powers of the Producer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from WeCAP in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Producer or of the directors, partners or agents thereof.
8. A statement in writing from WeCAP setting out the debts and liabilities of the Producer to WeCAP which are covered by this guarantee shall be *prima facie* evidence as such amount is at such time so due and payable to WeCAP and is covered this guarantee.
9. The undersigned shall have a continuing current liability to WeCAP under this guarantee to the extent of the debts and liabilities of the Producer to WeCAP from time to time, provided however that for the purpose of *The Limitations Act* of Alberta, Saskatchewan or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until WeCAP has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.
10. Upon the bankruptcy or winding up or other distribution of assets of the Producer or of any surety or guarantor for any indebtedness of the Producer to WeCAP, WeCAP's rights shall not be affected or impaired by its omission to prove its claim or to prove its full claim and it may prove such claim as it sees fit and may refrain from proving any claim, and in its discretion it may value as it sees fit or refrain from valuing any security or securities held by it without in any way releasing, reducing or otherwise affecting any undersigned's liability to WeCAP, and until all indebtedness of the Producer to WeCAP has been fully paid, WeCAP shall have the right to include in its claim the amount of all sums paid by the undersigned to WeCAP under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to WeCAP. The undersigned shall not be released from liability if recovery from the Producer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.
11. The undersigned will file all claims against the Producer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Producer to the undersigned and will assign to WeCAP all of the undersigned's rights thereunder.
12. All WeCAP's rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between WeCAP and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to WeCAP by law. If WeCAP holds one or more other guarantees executed by the undersigned in respect of the

Producer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.

13. In case of default WeCAP may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Producer is joined therein or separate action is brought against the Producer or judgement obtained against the Producer. WeCAP's rights are cumulative and shall not be exhausted by the exercise of any rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.
14. The undersigned shall pay to WeCAP on demand (in addition to all debts and liabilities of the Producer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by WeCAP for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by WeCAP of each of such costs, charges and expenses until payment by the undersigned hereunder at the Interest Rate.
15. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.
16. Any notice or demand which WeCAP may wish to give may be served on the undersigned either personally on him or his or her legal personal representative by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on WeCAP's records, and shall be deemed to be served on the second business day following the date on which it is mailed. Any notice which the undersigned may wish to give WeCAP shall be served personally on WeCAP at the address specified on the first page of this guarantee.
17. This guarantee shall be governed in accordance with the law of the Province in which the "Producer" listed in the Application to which this guarantee is attached resides. Residence shall be conclusively established by the Producer's address set out in said Application. The Guarantor agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in courts of the Province of Alberta and the Guarantor agrees to attorn to the same
18. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.
19. This guarantee and agreement on the part of the undersigned shall extend to and enure to WeCAP's benefit and the benefit of its successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representative, successors and assigns.
20. **POSTPONEMENT AND ASSIGNMENT OF CLAIMS:** All indebtedness, present and future, of the Producer to the undersigned (and each of the undersigned if more than one) together with each and every security therefore is hereby assigned to WeCAP and postponed to the present and future debts and liabilities of the Producer to WeCAP, and all monies received from the Producer or for its account by the undersigned shall be by him received in trust for WeCAP, and forthwith upon receipt paid over to WeCAP until the Producer's debts and other liabilities to WeCAP are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) under this guarantee.
21. Any amounts which may not be recoverable from the undersigned as guarantor under this guarantee shall be recoverable from the undersigned (jointly and severally if more than one) as

principal debtor(s) in respect thereof and shall be paid to WeCAP by the undersigned after demand therefor.

IN WITNESS WHEREOF the undersigned has executed the guarantee under seal, this _____ day of _____, 20____.

Signature of Guarantor:

Print
Name:

**GUARANTEES ACKNOWLEDGEMENT ACT
(SECTION 3)
CERTIFICATE**

I HEREBY CERTIFY THAT:

1. _____ (name of guarantor), the Guarantor in the Guarantee dated the ____ day of _____, 20____, made between _____ (name of guarantor) and Western Cash Advance Program Inc. (lender) which this Certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the Guarantee.

2. I satisfied myself by examination of _____ that he/she is aware of the contents of the Guarantee and understands it.

Certified by _____, Lawyer at the _____ of _____, in the Province of Alberta, this ____ day of _____, 20____.

Name:

Lawyer

STATEMENT OF GUARANTOR

I am the person named in this Certificate.

Print name
of Guarantor:

Note: Separate Certificate required for each guarantor.

**THE SASKATCHEWAN FARM SECURITY ACT
ACKNOWLEDGEMENT OF GUARANTEE
CERTIFICATE OF LAWYER OR NOTARY PUBLIC**

I HEREBY CERTIFY THAT:

1. _____ (name of guarantor), of _____, in the province of Saskatchewan, the guarantor in a guarantee dated the ____ day of _____, 20____, made between _____ (name of guarantor) and Western Cash Advance Program Inc., which this Certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;
2. I have satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it;
3. I have not prepared any documents on behalf of the creditor, Western Cash Advance Program Inc., relating to the transaction and I am not otherwise interested in the transaction; and
4. I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at _____, Saskatchewan, this ____ day of _____, 20____, under my hand and seal of office.

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

A LAWYER OR NOTARY PUBLIC IN AND FOR

STATEMENT OF GUARANTOR

I am the person named in the certificate.

(signature of guarantor)

Note: Separate Certificate required for each guarantor.