

## WHEREAS:

- (a) Tangerine Bank (the “**Lender**”) has agreed to or is about to advance or has advanced to \_\_\_\_\_ (the “**Borrower**”) a loan or loans of up to the principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the “**Principal Amount**”), the Principal Amount together with other amounts being secured by a mortgage dated \_\_\_\_\_ made by the Borrower in favour of the Lender (the “**Mortgage**”);
- (b) the Borrower has entered into or granted to the Lender other agreements and instruments in connection with the loan or loans described in Recital A (together with the Mortgage, (the “**Loan Documents**”);
- (c) it is a condition precedent of the advance or to the continuance of the loan or loans described in recital A that the undersigned (the “**Guarantor**”), which expression, if there is more than one undersigned, shall include all of them jointly and each of them severally, enter into this Guarantee;

**NOW THEREFORE** in consideration of the Lender making loans, accommodations, advances or other extensions of credit to the Borrower, and in consideration of the premises and the covenants and agreements herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Guarantor), the Guarantor and each of them (if more than one) hereby jointly and severally agrees with the Lender as follows:

## ARTICLE 1 – GUARANTEE

### 1.01 Guarantee

The Guarantor hereby unconditionally and irrevocably guarantees payment and performance by the Borrower to the Lender of all the debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Borrower to the Lender or remaining unpaid or unsatisfied by the Borrower to the Lender to a maximum of \$ \_\_\_\_\_, plus interest at the same rate as specified in the Mortgage (hereinafter collectively referred to as the “**Obligations**”), together with interest thereon as provided in Section 4.01.<sup>1</sup> “Obligations” includes all “Obligations” as defined in the Mortgage and all other covenants and obligations of the Borrower under the Mortgage and the other Loan Documents.

<sup>1</sup> If the guarantee is a guarantee within the meaning of section 31 of *The Saskatchewan Farm Security Act*, then the guarantee must state the maximum financial obligation as a sum certain plus interest.

### 1.02 Indemnity

If any or all of the Obligations are not duly performed and satisfied by the Borrower the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Lender from and against all losses resulting from the failure of the Borrower to perform such Obligations.

### 1.03 Primary Obligation

If any or all of the Obligations are not duly performed and satisfied by the Borrower and are not performed under Section 1.01 or the Lender is not indemnified under Section 1.02, in each case, for any reason whatsoever, such Obligations will, as a separate and distinct obligation, be performed by the Guarantor as primary obligor.

## 1.04 Guarantee Absolute

The liability of the Guarantor hereunder shall be absolute and unconditional and shall not be affected by:

- (a) any lack of validity or enforceability of any agreements or mortgages between the Lender and the Borrower, including without limitation any of the Loan Documents, or any change in the time, manner or place of payment of or in any other term of such agreements or mortgages or the failure on the part of the Borrower to carry out any of its obligations under such agreements or mortgages; or
- (b) any impossibility, impracticability, frustration of purpose, illegality, *force majeure* or act of government; or
- (c) the bankruptcy, winding-up, liquidation, dissolution or insolvency of the Borrower or any party to any agreement to which the Lender is a party; or
- (d) any lack or limitation of power, incapacity authority, or disability on the part of the Borrower or the Lender or of the directors, partners or agents thereof or any other irregularity, defect or informality on the part of the Borrower in its obligations to the Lender; or
- (e) any other law, regulation or other circumstance which might otherwise constitute a defence available to, or a discharge of, the Borrower in respect of any or all of the Obligations; or
- (f) any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release in respect of any Obligation, security, person, firm or corporation or otherwise, including any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release of any of the Obligations, covenants or undertakings of the Borrower under the Loan Documents; or
- (g) any modification or amendment of or supplement to the Obligations; or
- (h) any loss of or in respect of any security held by the Lender, whether occasioned by the fault of the Lender or otherwise, including any release, non perfection or invalidity of any such security; or
- (i) any change in the existence, structure, constitution, name, control or ownership of the Borrower or any other person; or
- (j) the existence of any set off, counterclaim, claim or other right which the Guarantor or the Borrower may have at any time against the Lender or any other person, whether in connection with the Loan Documents, this Guarantee or any unrelated transaction; or
- (k) any limitation, prohibition or other restriction on the right of the Lender to payment of the Obligations; or
- (l) any release, substitution or addition of any other guarantor of the Obligations; or
- (m) any defence arising by reason of any failure of the Lender to make any presentment, demand, or protest or to give any other notice, including notice of all of the following: acceptance of this Guarantee, partial payment or non payment of all or any part of the Obligations and the existence, creation, or incurring of new or additional Obligations; or
- (n) any defence arising by reason of any failure of the Lender to proceed against the Borrower or any other person, or to apply or exhaust any security held from the Borrower or any other person for the Obligations, to proceed against, apply or exhaust any security held from the Guarantor or any other person, or to pursue any other remedy available to the Lender; or
- (o) any defence arising by reason of the failure by the Lender to obtain, register, perfect or maintain a security interest in or upon any property of the Borrower or any other person, or by reason of any interest of the Lender in any property, whether as owner thereof or as holder of a Security Interest therein or thereon, being invalidated, voided, declared fraudulent or preferential or otherwise set aside, or by reason of any impairment of any right or recourse to collateral; or
- (p) any defence arising by reason of the failure of the Lender to marshal assets; or
- (q) to the extent permitted under applicable law, any defence based upon any failure of the Lender to give to the Borrower or the Guarantor notice of any sale or other disposition of any property securing any or all of the Obligations or any other guarantee thereof, or any notice that may be given in connection with any sale or other disposition of any such property; or

- (r) any other law, event or circumstance or any other act or failure to act or delay of any kind by the Borrower, the Lender or any other person, which might, but for the provisions of this Section, constitute a legal or equitable defence to or discharge, limitation or reduction of the Guarantor's obligations hereunder, other than as a result of the payment or extinguishment in full of the Obligations.

The foregoing provisions apply and the foregoing waivers, to the extent permitted under applicable law, shall be effective even if the effect of any action or failure to take action by the Lender is to destroy or diminish the Guarantor's subrogation rights, the Guarantor's right to proceed against the Borrower for reimbursement, the Guarantor's right to recover contribution from any other guarantor or any other right or remedy of the Guarantor. The liability of the Guarantor hereunder shall be for the full amount of the Obligations without apportionment, limitation or restriction of any kind. If more than one Person is named as or otherwise becomes liable for or assumes the obligations and liabilities of the Guarantor hereunder, then the obligations and liabilities of all such Persons shall be joint and several.

### **1.05 Number; persons; including**

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, limited and unlimited liability companies, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa and words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

### **1.06 Interest Act (Canada)**

Whenever a rate of interest hereunder is calculated on the basis of a year (the "deemed year") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

### **1.07 Nominal Rates**

The principle of deemed reinvestment of interest shall not apply to any interest calculation under this Guarantee; all interest payments to be made hereunder shall be paid without allowance or deduction for deemed reinvestment or otherwise, before and after demand, default and judgment. The rates of interest specified in this Guarantee are intended to be nominal rates and not effective rates and any interest calculated hereunder shall be calculated using the nominal rate method and not the effective rate method of calculation.

- (a) Capitalized words and phrases used in this Guarantee and the recitals hereto without express definition herein shall, unless something in the subject matter or context is inconsistent therewith, have the same defined meanings as are ascribed to such words and phrases in the Loan Documents. For certainty, if the Loan Documents ceases to be in force for any reason whatsoever, then for all purposes hereof the aforementioned capitalized words and phrases shall continue to have the same defined meanings set forth in the Loan Documents as if such agreement remained in force in the form immediately prior to its ceasing to be in force.

### **1.08 Headings**

The division of this Guarantee into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Guarantee. The terms "this Guarantee", "hereof", "hereunder" and similar expressions refer to this Guarantee and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Guarantee.

## **ARTICLE 2 – DEALINGS WITH BORROWER AND OTHERS**

### **2.01 No Release**

The liability of the Guarantor hereunder shall not be released, discharged, limited or in any way affected by anything done, suffered or permitted by the Lender in connection with any duties or liabilities of the Borrower to the Lender or any security therefor including any loss of or in respect of any security received by the Lender. Without limiting the generality of the foregoing and without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability hereunder, the Lender may discontinue, reduce, increase or otherwise vary the credit of the Borrower in any manner whatsoever without the consent of or notice to the Guarantor and may either with or without consideration and both before and after a default (as defined or described in the Mortgage or any other Loan Document):

- (a) make any change in the time, manner or place of payment under, or in any other term of, any agreement or mortgage between the Borrower and the Lender;
- (b) make any change in the rate of interest under any agreement or mortgage between the Borrower and the Lender;
- (c) grant time, renewals, extensions, indulgences, releases and discharges to the Borrower;
- (d) take or abstain from taking or enforcing securities or collateral from the Borrower or from perfecting securities or collateral of the Borrower;
- (e) accept compromises from the Borrower;
- (f) apply all money at any time received from the Borrower or from securities upon such part of the Obligations as the Lender may see fit or change any such application in whole or in part from time to time as the Lender may see fit; and
- (g) otherwise deal with the Borrower and all other Persons and securities as the Lender may see fit.

## **ARTICLE 3 – CONTINUING GUARANTEE**

### **3.01 Continuing Guarantee**

This Guarantee shall be a continuing guarantee of the Obligations and shall apply to and secure any ultimate balance due or remaining due to the Lender and shall not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Lender. The Guarantor shall not be released or discharged from any of its obligations hereunder except upon payment of the total amount guaranteed hereunder together with interest thereon as provided in Section 4.01. This Guarantee shall continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the Lender upon the occurrence of any action or event including the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though such payment had not been made. Any account settled or stated in writing by or between the Lender and the Borrower shall be *prima facie* evidence that the balance or amount thereof appearing due to the Lender is so due.

## **ARTICLE 4 – DEMAND AND INTEREST**

### **4.01 Demand and Interest**

The Lender shall be entitled to make demand upon the Guarantor at any time upon the occurrence of any default (as defined or described in the Mortgage or any other Loan Document) and upon such default the Lender may treat all Obligations as due and payable and may forthwith collect from the Guarantor the total amount guaranteed hereunder whether or not such Obligations are yet due and payable at the time of demand for payment hereunder. The Guarantor shall make payment to the Lender of the total amount guaranteed hereunder forthwith after demand therefor is made to the Guarantor. The Guarantor shall pay interest to the Lender at the interest rate (as defined in the Mortgage) on the unpaid portion of all amounts payable by the Guarantor under this Guarantee, such interest to accrue from and including the date of demand by the Lender on the Guarantor. The Lender shall not be bound or obligated to exhaust its recourse against the Borrower or other Persons or any securities or collateral it may hold or take any other action before being entitled to demand payment from the Guarantor

hereunder. In any claim by the Lender against the Guarantor, the Guarantor may not assert any set-off or counterclaim that either the Guarantor or the Borrower may have against the Lender. The Guarantor shall pay all reasonable costs and expenses incurred by the Lender in enforcing this Guarantee.

#### **4.02 Stay of Acceleration**

If acceleration of the time for payment of any amount payable by the Borrower in respect of the Obligations is stayed upon the insolvency, bankruptcy, arrangement or reorganization of the Borrower or any moratorium affecting the payment of the Obligations, all such amounts that would otherwise be subject to acceleration shall nonetheless be payable by the Guarantor hereunder forthwith on demand by the Lender.

#### **4.03 Expenses**

The Guarantor shall pay to the Lender all reasonable out of pocket costs and expenses, including all reasonable legal fees (on a solicitor and his own client basis) and other expenses incurred by the Lender from time to time in the enforcement, realization and collection of or in respect of this Guarantee. All such amounts shall be payable by the Guarantor on demand by the Lender.

### **ARTICLE 5 – ASSIGNMENT, POSTPONEMENT AND SUBROGATION**

#### **5.01 Assignment, Postponement and Subrogation**

All debts and liabilities, present and future, of the Borrower to any party comprising the Guarantor are hereby assigned to the Lender and postponed to the Obligations, and all money received by any party comprising the Guarantor in respect thereof shall be held in trust for the Lender and forthwith upon receipt shall be paid over to the Lender, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the Guarantee and shall remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Obligations are performed and paid in full. The Guarantor will not be entitled to subrogation until the Obligations are performed and paid in full.

### **ARTICLE 6 – GENERAL**

#### **6.01 Benefit of the Guarantee**

This Guarantee shall be binding upon the Guarantor and its heirs, executors, administrators, legal representatives, successors and assigns. Where any reference is made in this Guarantee to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against or a covenant, representation or warranty (other than relating to the constitution or existence of the trust) by or with respect to, a trust, such reference shall be construed and applied for all purposes as if it referred to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against or a covenant, representation or warranty (other than relating to the constitution or existence of the trust) by or with respect to, the trustee(s) of the trust.

#### **6.02 Entire Agreement**

This Guarantee constitutes the entire agreement between the Guarantor and the Lender with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties with respect to the subject matter of this Guarantee except as expressly set forth herein. The Lender shall not be bound by any representations or promises made by the Borrower to the Guarantor and possession of this Guarantee by the Lender shall be conclusive evidence against the Guarantor that the Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with.

### **6.03 Amendments and Waivers**

No amendment to this Guarantee will be valid or binding unless set forth in writing and duly executed by the Guarantor and the Lender. No waiver of any breach of any provision of this Guarantee will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

### **6.04 Severability**

If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

### **6.05 Notices**

Any demand, notice or other communication to be made or given to the Guarantor in connection with this Guarantee may be made or given by personal delivery, by registered mail or by facsimile transmission addressed to the Guarantor as follows or to the last known address of the Guarantor as shown in the Lender's records.

### **6.06 No Exhaustion of Remedies**

The Lender shall not be bound or obligated to exhaust their recourse against the Borrower or other persons or any securities or collateral it may hold or take any other action (other than to make demand pursuant to Article 4.01 before the Lender shall be entitled to demand, enforce and collect payment from the Guarantor hereunder.

### **6.07 Evidence of Obligations**

Any account settled or stated in writing by or between the Lender, as the case may be, and the Borrower shall be *prima facie* evidence that the balance or amount thereof appearing due to the same is so due.

### **6.08 No Set-Off**

In any claim by the Lender against the Guarantor hereunder, the Guarantor shall not claim or assert any set off, counterclaim, claim or other right that either the Borrower or the Guarantor may have against the Lender.

### **6.09 Financial Statements and Release of Information**

The Guarantor shall furnish to the Lender promptly upon demand by Lender from time to time financial statements detailing the assets and liabilities of the Guarantor, in form and substance reasonably acceptable to the Lender. The Guarantor hereby represents and warrants to the Lender that all financial statements and other information previously provided or to be provided to the Lender with respect to the Guarantor are and will be complete and correct in all material respects and include all material facts and circumstances concerning the financial or other condition or status of the Guarantor, its business and operations necessary to ensure all such statements and information are not misleading as of the date of delivery to such Lender Entity or as of such other date specified therein.

### **6.10 Governing Law**

This Guarantee will be governed by and construed in accordance with the laws of the Province in which the lands and premises subject to the Mortgage are situate and the laws of Canada applicable therein without application of any principle of conflict of laws which may result in laws other than the laws in force in such Province applying to this Guarantee; and the Guarantor consents to the jurisdiction of the courts of such Province and irrevocably agrees that, subject to the Lender's election in its sole discretion, all actions or proceedings arising out of or relating to this Guarantee shall be litigated in such courts and the Guarantor unconditionally accepts the non-exclusive jurisdiction of the said courts and waives any defense of forum non-conventions, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Guarantee, provided nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of the Lender to bring proceedings against the Guarantor or the Borrower in the courts of any other jurisdiction.

## **6.11 Revival of Indebtedness**

If at any time, all or any part of any payment previously received by a Lender and applied to any Obligation must be rescinded or returned by the Lender for any reason whatsoever (including the insolvency, bankruptcy or reorganization of the Borrower), such Obligation shall, for the purpose of this Guarantee, to the extent that such payment must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Lender, and this Guarantee shall continue to be effective or be reinstated, as the case may be, as to such Obligation as though such application by the Lender had not been made.

## **6.12 General**

The Guarantor acknowledges having received and reviewed a copy of the Mortgage and each of the other Loan Documents.

## **6.13 Waiver of Notices**

The Guarantor hereby waives promptness, diligence, presentment, demand of payment, notice of acceptance and any other notice with respect to this Guarantee and the obligations guaranteed hereunder, except for the demand pursuant to Section 4.01.

## **6.14 Foreign Currency Obligations**

The Guarantor shall make payment relative to each Obligation in the currency (the "original currency") in which the Borrower is required to pay such Obligation. If the Guarantor makes payment relative to any Obligation to the Lender in a currency (the "other currency") other than the original currency (whether voluntarily or pursuant to an order or judgment of a court or tribunal of any jurisdiction), such payment shall constitute a discharge of the liability of the Guarantor hereunder in respect of such Obligation only to the extent of the amount of the original currency which the Lender is able to purchase with the amount of other currency they receive on the date of receipt in accordance with normal practice. If the amount of the original currency which the Lender are able to purchase is less than the amount of such currency originally due in respect of the relevant Obligation, the Guarantor shall indemnify and save the Lender harmless from and against any loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Guarantee, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Lender and shall continue in full force and effect notwithstanding any judgment or order in respect of any amount due hereunder or under any judgment or order. A certificate of the Lender as to any such loss or damage shall constitute *prima facie* evidence thereof, in the absence of manifest error.

## **6.15 Taxes and Set off by Guarantor**

All payments by the Guarantor under this Guarantee, whether in respect of principal, interest, interest on overdue and unpaid interest, fees or any other Obligations, shall be made in full without any deduction or withholding (whether in respect of set off, counterclaim, duties, Taxes, charges or otherwise whatsoever) unless the Guarantor is prohibited by applicable laws from doing so, in which event the Guarantor shall:

- (a) ensure that the deduction or withholding does not exceed the minimum amount legally required;
- (b) forthwith pay to the Lender such additional amount so that the net amount received by the Lender will equal the full amount which would have been received by it had no such deduction or withholding been made;
- (c) pay to the relevant taxation or other authorities, within the period for payment required by applicable laws, the full amount of the deduction or withholding (including the full amount of any deduction or withholding from any additional amount paid pursuant to this Section); and
- (d) furnish to the Lender promptly, as soon as available, an official receipt of the relevant taxation or other authorities involved for all amounts deducted or withheld as aforesaid.

## **6.16 Additional Security**

This Guarantee is in addition and without prejudice to any security of any kind (including, without limitation, other guarantees) now or hereafter held by the Lender and any other rights or remedies they might have.

## **6.17 Assignment**

The rights of the Lender under this Guarantee may be assigned by the Lender without the consent of the Borrower or the Guarantor during the continuance of a default (as defined or described in the Mortgage or any other Loan Document) and, at all other times, with the prior written consent of the Guarantor (such consent not to be unreasonably withheld). The Guarantor may not assign its obligations under this Guarantee.

## **6.18 Time of Essence**

Time is of the essence with respect to this Guarantee and the time for performance of the obligations of the Guarantor under this Guarantee may be strictly enforced by the Lender.

## **6.19 Financial Conditions of the Borrower**

The Guarantor is fully aware of the financial condition of the Borrower and acknowledges that it shall receive a benefit from the Lender entering into the Loan Documents. The Guarantor assumes all responsibility for being and keeping itself informed of the Borrower's financial condition and assets, and of all other circumstances bearing upon the risk of non payment or non performance of the Obligations and the nature, scope and extent of the risks which Guarantor assumes and incurs hereunder, and agrees that the Lender shall not have a duty to advise Guarantor of information known to any of them regarding such circumstances or risks.

## **6.20 Representations and Warranties**

The Guarantor represents and warrants as follows to the Lender and acknowledges and confirms that the Lender is relying upon such representations and warranties:

### **(a) Status and Authority**

It is a corporation duly incorporated existing under the laws of the Province of Saskatchewan and has all authority, capacity and powers and all material Governmental Authorizations required to carry on its business as now conducted.

### **(b) Valid Authorization**

The execution, delivery and performance by the Guarantor of this Guarantee and each of the Documents to which it is a party (i) is within the Guarantor's authority, capacity and power, (ii) has been duly authorized by all necessary corporate and other action, (iii) requires no Governmental Authorization or action by or in respect of, or filing with, any Governmental Authority, and (iv) does not contravene or constitute a default under any provision of applicable law, or any agreement or any judgment, injunction, order, decree or other instrument binding upon the Guarantor or result in the creation or imposition of any Security Interest on any asset of the Guarantor or any of its Subsidiaries (other than pursuant to the Security).

### **(c) Enforceability of Documents**

This Guarantee and each of the Loan Documents to which the Guarantor is a party constitute valid and legally binding obligations of the Guarantor, enforceable against the Guarantor in accordance with their respective terms subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are only available in the discretion of the court.

## **6.21 Effective Time of Repetition**

All representations and warranties, when repeated or deemed to be repeated hereunder, shall be construed with reference to the facts and circumstances existing at the time of repetition, unless they are stated herein to be made as at the date hereof.

## **6.22 Nature of Representations and Warranties**

The representations and warranties set out in this Guarantee or deemed to be made pursuant hereto shall survive the execution and delivery of this Guarantee notwithstanding any investigations or examinations which may be made by the Lender. Such representations and warranties shall survive until this Guarantee has been terminated.

**IN WITNESS WHEREOF** the Guarantor has executed this Guarantee and acknowledges receipt of a fully executed copy thereof.

Witness: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE SASKATCHEWAN FARM SECURITY ACT  
ACKNOWLEDGEMENT OF GUARANTEE (SECTION 31)  
CERTIFICATE OF LAWYER OR NOTARY PUBLIC**

I HEREBY CERTIFY THAT:

1. \_\_\_\_\_ of \_\_\_\_\_, in the Province of Saskatchewan, the guarantor in the guarantee dated \_\_\_\_\_, 2011 made between Tangerine Bank and \_\_\_\_\_, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he had executed the guarantee;
2. I satisfied myself by examination of the guarantor that he is aware of the contents of the guarantee and understands it;
3. I have not prepared any documents on behalf of the creditor, Tangerine Bank, relating to the transaction and I am not otherwise interested in the transaction;
4. I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

GIVEN at \_\_\_\_\_, \_\_\_\_\_ 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: \_\_\_\_\_