

GUARANTEE AGREEMENT

THIS AGREEMENT made the ____ day of _____, _____.

BETWEEN:

PARTY 1, a body corporate having an office in the City of _____, in the Province of Alberta (hereinafter called the "Guarantor")

OF THE FIRST PART

- and -

PARTY 2, a body corporate having an office in the City of _____, in the Province of Alberta (hereinafter called the "Purchaser")

OF THE SECOND PART

WHEREAS:

- A.** _____ (the "Vendor") has agreed to sell various assets in the area to the Purchaser pursuant to an Agreement of Purchase and Sale dated the ____ day of _____, _____ (the "Agreement"); and
- B.** In consideration of the Purchaser agreeing to enter into the Agreement with the Vendor, being the wholly-owned subsidiary of the Guarantor, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor hereby agrees and covenants with the Purchaser as follows:
1. The Guarantor hereby guarantees to the Purchaser all of the present and future obligations, liabilities, indebtedness, indemnifications, burdens and any other responsibilities, direct or indirect, in favour of, due or owing to the Purchaser from or by the Vendor arising pursuant to the Agreement (all such obligations, liabilities, indebtedness, indemnifications, burdens and responsibilities being hereinafter referred to as the "Obligations").
 2. This Guarantee Agreement is irrevocable, unconditional and continuing. Nothing but satisfaction in full of the Obligations shall release the Guarantor from the Obligations hereunder, and until then, this Guarantee Agreement shall remain in full force and effect.
 3. The Guarantor hereby waives:
 - (a) notice of demand for payment or satisfaction of any part or all of the Obligations;
 - (b) notice of protest;
 - (c) notice of default to the Guarantor or any other party with respect to the Obligations;
 - (d) any right that the Guarantor may have to require that an action be brought against the Vendor or any other person as a condition of liability; and
 - (e) any and all other notices and legal or equitable defences to which the Guarantor may be entitled.

THIS IS A 2-PAGE FORM.