

GUARANTEE OF ACCOUNT

Please ensure that you have read the below Terms and Conditions before completing this form.

The Client whose account is guaranteed is:

Name of Account
being guaranteed

BMO
InvestorLine Account

Address
(number, street)

Suite
No.

City or
Town

Prov.

Postal
Code

I authorize BMO InvestorLine to send copies of my account statements to the Guarantor(s) of my account(s).

Signature of
Guaranteed Client

Name
of Witness

Signature
of Witness

A TO BE COMPLETED BY GUARANTOR

The signing of this Guarantee involves personal liability, BMO InvestorLine recommends that the Guarantor obtain independent legal advice before signing this Guarantee. The Guarantor acknowledges that BMO InvestorLine does not provide investment advice. The Guarantor hereby acknowledges that the suitability of the transactions in the Guaranteed Account(s) will not be reviewed in relation to the Guarantor.

- Please provide a verified photocopy of 1 piece of Federal, Provincial or Territorial government issued photo ID.
- A credit check may be performed.
- If you have an existing relationship with BMO InvestorLine or BMO Bank of Montreal, please provide us with your account number.

BMO InvestorLine
Account

BMO Bank of Montreal
Account transit:

Account

Name of
Guarantor

Name of
Witness

Citizenship

Country of
Residence

Address
(number, street)

Suite
No.

City or
Town

Prov.

Postal
Code

Home Phone
(area code, no.)

Business Phone
(area code, no., ext.)

Other Daytime
Phone (area code, no.)

Email
Employer
Name

SIN

Type of
Business

Job
Description

Industry regulations require that the Guarantor receive copies of account statements unless the Guarantor waives this requirement. If you do NOT wish to receive copies of account statements please initial here:

Signature
of Guarantor

Date
(YY/MM/DD)

Signature
of Witness*

Date
(YY/MM/DD)

*No client whose account is guaranteed may be a witness.

B FOR RESIDENTS OF ALBERTA

To be completed when any assets or the permanent address of the Guarantor are situated in the Province of Alberta.

THE GUARANTEES ACKNOWLEDGEMENT ACT (ALBERTA)-CERTIFICATE OF NOTARY PUBLIC

I hereby certify that

the "Guarantor" _____ City or
Town

Being the Guarantor in the Guarantee dated _____
(YY/MM/DD)

Addressed to BMO InvestorLine a copy of which is attached hereto, appeared in person before me and acknowledged that he or she, as the case may be, had executed such Guarantee and that I have satisfied myself by examination of him or her that he or she is aware of the contents of the Guarantee and he or she understands it.

Given at:

Notary _____ Date
Public's Office (YY/MM/DD)

Under my hand and seal of office:

Notary _____ In and for the
Public _____ Province of

I am the person named in this Certificate as the Guarantor.

Signature of
Guarantor

C TERMS AND CONDITIONS

In consideration of BMO InvestorLine opening or maintaining an account or accounts for the aforementioned client herein (the "Client"), or otherwise giving credit to the Client, on such terms and conditions as may be agreed upon from time to time between BMO InvestorLine and the Client, the undersigned (the "Guarantor") unconditionally guarantees and agrees to pay to BMO InvestorLine, on demand, all indebtedness or liabilities owed to BMO InvestorLine by the Client howsoever incurred (the "Liabilities") including without limitation the payment of all monies currently due or which in the future may become due to BMO InvestorLine from the Client (whether as principal, guarantor or surety, whether absolute or contingent, and whether matured or not) and to indemnify BMO InvestorLine on demand for all losses, costs, expenses and liabilities, direct or indirect, incurred or suffered by or to which BMO InvestorLine may become subject as a result of dealing with the Client and all interest, commissions, costs, charges and expenses which may be incurred in respect of such debts or liabilities (all of which shall for the purposes hereof be included in Liabilities) or any security therefore held by or on behalf of BMO InvestorLine. The Guarantor further agrees with BMO InvestorLine as follows:

- 1. CONTINUING GUARANTEE** - The Guarantee shall be a continuing guarantee and shall cover all Liabilities, whether present or future, and all existing and future accounts, whether referred to or not, (individually or collectively, the "Guaranteed Account") of the Client with BMO InvestorLine. This Guarantee shall survive any incidental, temporary or intermittent closing out, reopening or renumbering of the Guaranteed Account and shall remain in effect notwithstanding the repayment or liquidation from time to time during the term of this Guarantee of the whole or any part of any Liabilities. This Guarantee shall not be discharged or affected by the death or mental incapacity of the Guarantor or the Client, or both. Nothing contained herein shall require or be construed as requiring BMO InvestorLine to maintain or refrain from closing the Guaranteed Account or to extend credit to the Client.
- 2. USE OF GUARANTOR'S MARGIN** - Whenever the margin held by BMO InvestorLine in respect of the Guaranteed Account is less than that required by BMO InvestorLine at the time, BMO InvestorLine may combine the Guaranteed Account and the Guarantor's accounts with BMO InvestorLine to determine whether or not the margin in such accounts is sufficient having regard collectively to the Liabilities and all of the liabilities of the Guarantor in respect of such Guarantor's accounts. Furthermore, BMO InvestorLine may rely on the value of the Guarantor's margin in granting any additional margin facility to, in refraining from making any margin call on or in determining the amount of any margin call to be made on the Client. To the extent BMO InvestorLine so relies on the Guarantor's margin, BMO InvestorLine may restrict the Guarantor from executing any trades in or withdrawing any cash or any securities (including without limitation shares, bonds, debentures, notes, warrants, rights and options) commodities, commodity futures contracts and commodity futures options (collectively, "Securities") from any of the Guarantor accounts with BMO InvestorLine.
- 3. PLEDGE OF COLLATERAL** - As continuing collateral security for the payment of any amounts which are now or which in the future may be owing by the Guarantor pursuant to this Guarantee, the Guarantor hereby pledges to BMO InvestorLine all of the Guarantor's Securities and cash, including any free credit balances, which may now or hereafter be in any of the Guarantor's accounts with BMO InvestorLine, which may now or hereafter be held through BMO InvestorLine (collectively, the "Collateral").
- 4. PAYMENTS BY GUARANTOR** - The Guarantor will, upon any demand therefore, pay to BMO InvestorLine the amount of all the Liabilities, or such part thereof as may have been demanded, together with interest, calculated daily and compounded monthly, from the date of demand until payment. The interest rate shall be the interest rate designated from time to time by BMO InvestorLine to its branches as being its effective rate for determining interest on debit balances in accounts maintained with BMO InvestorLine. Any amount which BMO InvestorLine states is owing by the Client, in the absence of manifest error, shall be accepted by the Guarantor as conclusive evidence that such amount is owing by the Client to BMO InvestorLine. BMO InvestorLine shall be entitled to make more than one demand under this Guarantee and no demand by BMO InvestorLine or payment by the Guarantor shall in any way terminate or extinguish this Guarantee.
- 5. EXERCISE OF SECURITY** - If the Client fails to make timely payment of any of the Liabilities, then, in addition to the right of BMO InvestorLine to make demand on the Guarantor pursuant to Section 4 herein or to any other right which BMO InvestorLine may have, BMO InvestorLine may, without notice or demand to the Guarantor, apply any Collateral or sell, contract to sell or otherwise dispose of, whether by public or private sale, any or all of the Collateral and apply the net proceeds therefrom to eliminate or reduce the Liabilities. The Guarantor acknowledges and agrees that all present and future assets of the Guarantor shall be made available to BMO InvestorLine, on demand, to satisfy the Liabilities. Such rights may be exercised separately, successively or concurrently. If BMO InvestorLine makes a demand on or gives notice to the Guarantor prior to exercising any such right, then such demand or notice shall not constitute a waiver of BMO InvestorLine's right to take any action authorized herein without further demand or notice. Any and all expenses (including any legal expenses) reasonably incurred by BMO InvestorLine in exercising its rights herein may be charged to the Guarantor. The Guarantor shall remain liable to BMO InvestorLine for any deficiency remaining following the exercise of any of its rights herein or otherwise. The Guarantor acknowledges that the rights granted to BMO InvestorLine herein are reasonable and necessary for the protection of BMO InvestorLine having regard to the nature of securities markets, including, in particular, their volatility.
- 6. ALTERNATIVE COURSES OF ACTION** - BMO InvestorLine shall not be bound to exhaust its recourse against the Client or others, any Securities or any other guarantees it may at any time hold before being entitled to payment from the Guarantor. The Guarantor renounces all benefits of discussion and division. Whenever this Guarantee entitles BMO InvestorLine to alternative courses of action BMO InvestorLine shall be entitled to choose any, none or all of such alternative courses of action in its sole unfettered discretion.
- 7. OTHER GUARANTEES** - This Guarantee shall be in addition to and not in substitution for any other guarantees which BMO InvestorLine may now or hereafter hold in respect of the Liabilities and BMO InvestorLine shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other assets which BMO InvestorLine may be entitled to receive or may have a claim upon. No loss of or in respect of or unenforceability of any other guarantees which BMO InvestorLine may now or hereafter hold in respect of the Liabilities, whether occasioned by the fault of BMO InvestorLine or otherwise, shall in any way limit or lessen the Guarantor's liability to BMO InvestorLine.
- 8. LIABILITY NOT DISCHARGED** - The Guarantor's liability to BMO InvestorLine shall not be limited, reduced or discharged by BMO InvestorLine (a) granting any extension or other indulgence or any release or discharge to the Client, the Guarantor or any other guarantor or surety; (b) changing or modifying the terms or conditions of the Guaranteed Account or the Client's relationship with BMO InvestorLine; (c) taking, giving up or abstaining from perfecting any security or taking advantage of, exercising or otherwise dealing or failing or neglecting to deal with any security held by BMO InvestorLine or any improvident or negligent dealing therewith; (d) accepting any compositions from or otherwise

C TERMS AND CONDITIONS (continued)

dealing with the Client or any other guarantor or surety; (e) applying any monies received from the Client or others or from any security against the liabilities in any manner BMO InvestorLine sees fit; (f) exercising any right contained herein by BMO InvestorLine; or (g) acting or failing to act in any manner which might otherwise operate as a discharge, whether partial or absolute, of the Guarantor's obligations to BMO InvestorLine under this Guarantee or of the Client's obligations in respect of the Liabilities. The Guarantor's liability to BMO InvestorLine shall also not be limited, reduced, or discharged by any right of set-off, counterclaim, appropriation, application or other demand or right the Client or guarantor may have, or by the bankruptcy or insolvency of the Client or the taking of any action therefore, or by reason of the unenforceability as against the Client of any of the Liabilities.

9. **TERMINATION** – The Guarantor, upon receipt by BMO InvestorLine of not less than five business days' prior notice in writing delivered by the Guarantor to the attention of the Director of Compliance at BMO InvestorLine's head office in Toronto, may terminate any further liability under this Guarantee. Upon the termination of this Guarantee becoming effective, the Guarantor shall not be liable for any further Liabilities, except in regard of any Liabilities incurred or arising before the expiration of such termination becoming effective even though not then matured; provided that, notwithstanding receipt of such notice, BMO InvestorLine may, within a reasonable time after receipt of such notice, fulfil any requirements of the Client based on agreements, whether express or implied, made prior to the receipt of such notice, close out positions existing at that time or liquidate the Guaranteed Account, and any resulting Liabilities shall be covered by this Guarantee. The Guarantor shall continue to be liable to BMO InvestorLine with respect to any Liabilities that exist at the time the notice of termination becomes effective until such Liabilities are paid to BMO InvestorLine by the Guarantor or the Client, or both. Notwithstanding the foregoing, this Guarantee shall remain effective for the purposes contemplated in Section 10 herein.
10. **ASSIGNMENT AND POSTPONEMENT** – All debts and liabilities, present and future, of the Client to the Guarantor are hereby assigned to BMO InvestorLine and postponed to the Liabilities, and all monies received by the Guarantor in respect thereof shall be received in trust for BMO InvestorLine and forthwith upon receipt shall be paid over to BMO InvestorLine, the whole without in any way lessening or limiting the liability of the Guarantor under this Guarantee. This assignment and postponement is independent of the Guarantee and shall remain in full force and effect during any such time that Liabilities are owing to BMO InvestorLine.
11. **CHANGES RELATING TO CLIENT** – This Guarantee shall remain in effect notwithstanding any change in the name of the Client, or (if the Client is a partnership or investment partnership) any change in the Client's membership, or (if the Client is a corporation) any change of control in, or any continuation or amalgamation of the Client, or (if the Client is a trust) any change in trustees, beneficiaries, or constating documents.
12. **CHANGES RELATING TO GUARANTOR** – This Guarantee shall remain in effect notwithstanding any change in the name of the Guarantor, or (if the Guarantor is a partnership or investment partnership) any change in the Guarantor's membership, or (if the Guarantor is a corporation) any change of control in, or any continuation or amalgamation of the Guarantor, or (if the Guarantor is a trust) any change in trustees, beneficiaries or constating documents.
13. **NOTICES TO THE GUARANTOR** – Any notice or communication to the Guarantor may be given by prepaid mail, telegraph, telefax or telex to any address of record with BMO InvestorLine of the Guarantor or may be delivered personally to the Guarantor or to any such address of record, and shall be deemed to have been received, if mailed, on the second business day after mailing or, if sent by telegraph, telefax, or telex, on the day sent or, if delivered, when delivered. Nothing in this Section 13 shall be interpreted as requiring BMO InvestorLine to give any notice to the Guarantor which is not otherwise required to be given by BMO InvestorLine. The Guarantor is advised that BMO InvestorLine does not provide investment advice. BMO InvestorLine hereby notifies the Guarantor that the suitability of the transactions in the Guaranteed Account(s) will not be reviewed in relation to the Guarantor.
14. **GUARANTOR'S WAIVER OF NOTICE** – The Guarantor waives notice of the terms or current conditions of the Guaranteed Account or any changes or modifications therein made from time to time, including the types of Securities traded by the Client, the Client's trading pattern, the Client's failure to make timely payments of liabilities and any increase in the Liabilities. The Guarantor confirms that BMO InvestorLine may deal with and accept orders for the Guaranteed Account without notice to the Guarantor. The Guarantor also waives notice of any demand or notice in the event of any default by the Client.
15. **HEADINGS AND PLURAL** – The headings used in this Guarantee are for convenience and reference only and shall not in any way affect its interpretation. In this Guarantee, where the singular is used it shall include the plural and vice versa.
16. **ENTIRE AGREEMENT** – This Guarantee embodies all the agreements between the parties hereto relative to this guarantee and none of the parties shall be bound by any representations, promises, collateral agreements or conditions with respect to this Guarantee or affecting the Guarantor's liability therein, and it is specifically agreed that BMO InvestorLine shall not be bound by any representations, promises, collateral agreements or conditions made by the Client to the Guarantor.
17. **SEVERABILITY** – In the event any term or provision of this Guarantee, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of the Guarantee shall remain in full force and effect.
18. **SUCCESSORS AND ASSIGNS** – This Guarantee shall ensure to the benefit of and shall be binding upon BMO InvestorLine and the Guarantor, and their respective heirs, executors, administrators, successors and assigns, as the case may be.
19. **GOVERNING LAW** – This Guarantee shall be governed with respect to each separate Guaranteed Account in all respects by the laws of the jurisdiction where the BMO InvestorLine office is located that services that particular Guaranteed Account.
20. **ENGLISH LANGUAGE** – It is the express wish of the parties that this Guarantee be in English. Il est de la volonté expresse des parties que cette Garantie soit rédigée en langue anglaise.
21. **ACKNOWLEDGEMENT** – The Guarantor acknowledges that the Guarantor has read this Guarantee, that the Guarantor understands the legal effect and binding nature of this Guarantee and that the Guarantor has executed and delivered this Guarantee voluntarily.