

**Maritime Provinces
(except New Brunswick)**

**Schedule E
(Guarantee)**

FIRST NATIONAL FINANCIAL GP CORPORATION

The Guarantor, in consideration of the Chargee/Mortgagee making the loan to the Chargor/Mortgagor secured by this Charge/Mortgage and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby agrees as follows:

- a) the Guarantor with the Chargor/Mortgagor, as principal debtor and not as surety, will well and truly pay or cause to be paid to the Chargee/Mortgagee all amounts owing by the Chargor hereunder for principal, interest or otherwise (the "Indebtedness" on the days and times and in manner herein limited and appointed for the payment thereof;
- b) to unconditionally guarantee full performance and discharge by the Chargor/Mortgagor of all the obligations of the Chargor/Mortgagor under the provisions of this Charge/Mortgage at the times and in the manner herein provided;
- c) to indemnify and save harmless the Chargee/Mortgagee against and from all losses, damages, costs and expenses which the Chargee/Mortgagee may sustain, incur or be or become liable for by reason of:
 - i) the failure for any reason whatsoever of the Chargor/Mortgagor to pay the Indebtedness or to do and perform any other act, matter or thing pursuant to the provisions of this Charge/Mortgage; or
 - ii) any act, action or proceeding of or by the Chargee/Mortgagee for or in connection with the recovery of the Indebtedness or the obtaining of performance by the Chargor/Mortgagor or any other person liable hereunder of any other act, matter or thing pursuant to the provisions of this Charge/Mortgage;
- d) that the Chargee/Mortgagee shall not be obliged to proceed against the Chargor or any other person liable hereunder or to enforce or exhaust any security before proceeding to enforce the obligations of the Guarantor herein set out and that enforcement of such obligations may take place before, after or contemporaneously with enforcement of any debt or obligation of the Chargor/Mortgagor or any other person liable hereunder or the enforcement of any security for any such debt or obligation;
- e) the Chargee/Mortgagee may grant any extension of time for payment, increase the rate of interest payable under the Charge/Mortgage, renew or extend the term of the Charge, release the whole or any part of the charged premises or other security from this Charge or otherwise deal with the Chargor, all without in any way releasing the Guarantor from his covenant hereunder;
- f) that the Guarantor has read the Charge/Mortgage and is fully aware of its terms and in particular the terms of this paragraph;
- g) the Chargee/Mortgagee, as it sees fit, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and all existing securities up to, and abstain from taking securities from or perfecting securities of, and may compromise, compound, and accept compositions from, and may otherwise deal with, the Chargor and all other persons liable upon any collateral or other security which the Chargee may at any time hold, without notice to the Guarantor(s) and without changing or in any way affecting the undertaking of the Guarantor(s) hereunder; and
- h) where there is more than one Guarantor, each Guarantor agrees with the Chargee/Mortgagee to be jointly and severally responsible hereunder with the other Guarantors and the Chargor/Mortgagor.