

Appendix 12 – Cross Guarantee Agreement Form (as required under CIRO Rule section 2206)

UNIFORM GUARANTEE BY MEMBERS AND RELATED COMPANIES

BY

**Guarantee Amount
as % of Regulatory
Capital**

GUARANTORS:

TO

Canadian Investment Regulatory Organization (CIRO) on its own behalf and as trustee for the benefit of persons who are Customers of the Members listed above.

RECITALS

- (a) the Guarantors are members of a Participating Institution and are Related Companies of each other for the purposes of the Rules of the Institution;
- (b) the Rules require that each Guarantor guarantee the debts, liabilities and obligations of each other Guarantor to their respective Customers as Beneficiaries in the amount and the manner provided under this Guarantee;
- (c) the Institution has agreed to hold as bare trustee the benefit of this Guarantee for the Customers and itself as a Beneficiary and for the Participating Institution with respect to paragraphs 12 and 13 of this Guarantee;
- (d) the amount of this Guarantee with respect to each Guarantor is intended to be limited to reflect the direct or indirect ownership interest of a Guarantor or a Common Owner in each of the other Guarantors by application of the Guarantee Amount to the Regulatory Capital of each other Guarantor from time to time.

DEFINITIONS

Beneficiaries means the Institution and the Customers;

CIPF/FCPI means Canadian Investor Protection Fund/Fonds canadien de protection des investisseurs as established pursuant to an Agreement and Declaration of Trust dated as of May 1, 1969, as amended from time to time;



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Common Owner means the entity(ies) listed on the last page of this Guarantee as acknowledging and consenting to its execution and delivery;

Customer means with respect to any Guarantor, the persons who are or are determined to be eligible for protection by CIPF/FCPI (pursuant to its Agreement and Declaration of Trust and any policies adopted from time to time by its Board of Governors) for losses in accounts held by them as customers of the Guarantor at any time when the Guaranteed Liabilities may be enforced by the Beneficiaries. For the purposes of this definition, customers of any Guarantor shall be determined as if the Board of Governors of CIPF/FCPI had exercised any discretion necessary to entitle the person to CIPF/FCPI protection. A determination by the Board of Governors of CIPF/FCPI as to whether a person is eligible for CIPF/FCPI protection for the purposes of this Guarantee shall be conclusive and binding on the parties;

Guarantee Amount means the percentage of Regulatory Capital shown opposite the name of each Guarantor at the beginning of this Guarantee. The Guarantee Amount applicable to any Guarantor may be amended from time to time by agreement between the Institution and the Guarantor to reflect the direct and indirect ownership of the Guarantor or a Common Owner in each of the other Guarantors;

Guaranteed Liabilities means the obligations, debts and liabilities guaranteed by the Guarantor under this Guarantee as provided under the heading "GUARANTEE";

Guarantor means each of the Members which execute and deliver this Guarantee;

Institution means the Participating Institution to which this Guarantee is addressed;

FORM 1 means, with respect to a Member, the Report prescribed from time to time by the Participating Institution of which the Member is a member, and if the Member is a member of more than one Participating Institution, as prescribed by the Participating Institution having prime audit jurisdiction for the purposes of CIPF/FCPI;

Member means a member of a Participating Institution;

Participating Institution means with respect to a Guarantor each of the participating institutions of CIPF/FCPI of which that Guarantor is a Member;

Regulatory Capital means at any time the “regulatory financial statement capital” of a Guarantor determined in accordance with the FORM 1 (Line 5, Statement B) and the Rules of the Participating Institution of which the Guarantor is a Member. In the event the Regulatory Capital of a Guarantor as at the time of demand under this Guarantee cannot, in the sole discretion of the Institution, be determined accurately or with confidence in a timely manner, the Regulatory Capital of such Guarantor shall be deemed to be the capital employed of the Guarantor calculated according to the information in the FORM 1 and financial statements most recently filed with or available to a Participating Institution. Any such calculation made by the



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Institution in accordance with the notes and instructions to the FORM 1 and the Rules shall be a final, binding and conclusive determination of the Regulatory Capital of the Guarantor for the purposes of this Guarantee;

Related Company means, with respect to a Guarantor, another Guarantor which is a related company of the first Guarantor for the purposes of the Rules of the Participating Institution to which the first Guarantor belongs;

Rules mean the by-laws, regulations, rules, policies and forms of a Participating Institution.

GUARANTEE

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged, including these premises and the eligibility of Customers of Guarantors for protection by CIPF/FCPI, each Guarantor, severally with each other Guarantor, unconditionally guarantees the due payment and discharge on demand of all of the obligations, debts and liabilities, present and future, direct or indirect, absolute or contingent, which any other Guarantor has incurred or is under, or may incur or be under, to Beneficiaries arising in connection with their respective securities businesses; PROVIDED that the liability of the Guarantor under this Guarantee shall be limited to an amount equal to its Regulatory Capital at the time demand is made hereunder multiplied by the Guarantee Amount applicable to such Guarantor. In the event that the Guaranteed Liabilities exceed the amount of liability of a Guarantor under this Guarantee and the Guaranteed Liabilities are owed to more than one Beneficiary, the amount paid by the Guarantor to each Beneficiary shall be pro-rated so that the amount payable to a single Beneficiary shall be in the same proportion to the total amount payable to all Beneficiaries that the amount of the Guaranteed Liabilities owed to that Beneficiary is of the total amount of the Guaranteed Liabilities owed to all Beneficiaries.

TERMS OF GUARANTEE

1. This Guarantee shall be a continuing Guarantee of all the Guaranteed Liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to the Beneficiaries; and this Guarantee 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 Beneficiaries.
2. The Beneficiaries shall not be bound to exhaust their recourse against any one or more Guarantors or others or any securities or other guarantees they may at any time hold before being entitled to payment from any Guarantor.
3. Each Guarantor's liability to make a payment under this Guarantee shall arise forthwith after demand for payment has been made in writing on the Guarantor by the Institution acting on behalf of all of the Beneficiaries. Any demand or notice to a Guarantor made or given under this Guarantee shall be deemed to have been effectually made or given when an envelope containing



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such demand addressed to the Guarantor is delivered to the registered office of the Guarantor, addressed to its President. A Guarantor's liability shall bear interest from the date of such demand at the annual rate set out in paragraph 4.

4. The rate of interest payable by a Guarantor from the date of a demand for payment under this Guarantee shall be the prime rate designated at the time of demand as the reference annual rate of interest that the principal bank of the Institution uses to determine rates of interest on Canadian dollar loans to its customers in Canada, PLUS 2% per annum.
5. This Guarantee shall be in addition to and not in substitution for any other guarantees or other securities which the Beneficiaries may now or hereafter hold in respect of the Guaranteed Liabilities and the Beneficiaries shall be under no obligation to marshal in favour of any Guarantor any other guarantees or other securities or any moneys or other assets which the Beneficiaries may be entitled to receive or may have a claim upon; and no loss of or in respect of, or unenforceability of, any other guarantees or other securities which the Beneficiaries may at any time hold in respect of the Guaranteed Liabilities, whether occasioned by the fault of the Beneficiaries or otherwise, shall in any way limit or lessen any Guarantor's liability.
6. Without prejudice to or in any way limiting or lessening a Guarantor's liability and without obtaining the consent of, or giving notice to, a Guarantor, the Beneficiaries may grant time, renewals, extensions, indulgences, releases and discharges to and accept compositions from or otherwise deal with any person, including a guarantor and any other Guarantor as the Beneficiaries may see fit, and the Beneficiaries may take, abstain from taking or perfecting, vary, exchange, renew, discharge, give up, realize on or otherwise deal with securities and Guarantees in such manner as the Beneficiaries may see fit, and the Beneficiaries may apply all moneys received from a Guarantor or others or from securities or guarantees upon such parts of the Guaranteed Liabilities as the Beneficiaries may see fit and change any such application in whole or in part from time to time.
7. Until repayment in full of all the Guaranteed Liabilities, (i) all dividends, compositions, proceeds of securities valued or payments received by the Beneficiaries from the Guarantor of which such Beneficiaries are customers in respect of the Guaranteed Liabilities shall be regarded for all purposes as payments in gross without any right on the part of another Guarantor to claim the benefit thereof in reduction of the latter's liability under this Guarantee; and (ii) no Guarantor shall claim any set-off or counterclaim against any other Guarantor in respect of any liability of such Guarantor to any other Guarantor, claim or prove in the bankruptcy or insolvency of a Guarantor in competition with the Beneficiaries or have any right to be subrogated to the Beneficiaries until such repayment is made in full. Any such liability of a Guarantor to another Guarantor referred to in clause (ii) shall be held as security for the performance of the guarantee of such Guarantor hereunder.



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8. This Guarantee shall not be discharged or otherwise affected by any change in the name of a Guarantor, or in the objects, capital structure or constitution of a Guarantor, or by the sale of a Guarantor's business or any part thereof or by a Guarantor being amalgamated with a corporation, but shall, notwithstanding any such event, continue to apply to all Guaranteed Liabilities whether incurred before or after such event. In the case of a Guarantor being amalgamated with a corporation, this Guarantee shall apply to the liabilities of the resulting corporation as Guaranteed Liabilities, and the term "Guarantor" shall include each such resulting corporation.
9. All cash balances and securities received by a Guarantor pursuant to dealings between the Beneficiary and such Guarantor in the course of the Guarantor's business from or on behalf of the Beneficiaries but before the Beneficiaries have received notice of a Disability (as defined below), shall be deemed to form part of the Guaranteed Liabilities. For the purposes of this paragraph 9, a "Disability" in respect of a Guarantor shall mean any lack of or limitation in its legal power, capacity or authority, the Guarantor not being a legal or suable entity or any irregularity, defect or informality under which the Guarantor receives cash balances, securities or other property.
10. Each Guarantor by giving 60 days' notice in writing to the Institution may terminate its further liability under this Guarantee in respect of Guaranteed Liabilities of a Guarantor incurred or arising after the expiration of such 60 days, but not in respect of any Guaranteed Liabilities incurred or arising before the expiration of such 60 days even though not then matured. Notwithstanding receipt of any such notice the Beneficiaries may fulfil any requirements of a Guarantor based on agreements express or implied made prior to the expiration of such 60 days and any resulting Guaranteed Liabilities shall be covered by this Guarantee.
11. This Guarantee embodies all the agreements between the parties relative to the Guarantee and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied in this Guarantee. It is specifically agreed that the Beneficiaries shall not be bound by any representations or promises made by any Guarantor to any other Guarantor. It is further agreed that each Guarantor shall be entitled to rely upon the authority of the Institution to represent and act for and on behalf of all Beneficiaries in connection with the giving of notice of default and making of demand on the Guarantor and to receive, on behalf of all Beneficiaries, any payment under this Guarantee in respect of the Guaranteed Liabilities, which payment shall be a sufficient discharge, to the same extent, of the Guarantor's liability under this Guarantee to the Beneficiaries. Possession of this instrument by the Institution shall be conclusive evidence against any Guarantor that the instrument was not delivered to any Beneficiary in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with.
12. The failure by a Guarantor to comply with the Rules of a Participating Institution to which it belongs for any reason or in any circumstances shall not discharge, affect or amend in any way



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the obligations of a Guarantor under this Guarantee or be raised as a defence by a Guarantor on the basis that the risk to the Guarantor has changed or for any other reason.

13. The Institution shall hold and be deemed to hold the benefit of the covenants of each Guarantor in trust for the Beneficiaries according to their respective interests. Each Guarantor acknowledges that any Customer, the Institution or a Participating Institution, as the case may be, may enforce such covenants directly against the Guarantor as if entered into by such Customer, the Institution or Participating Institution itself. The Institution shall be under no obligation or responsibility of any kind or character to any Customer, Participating Institution or person claiming through any such person in respect of this Guarantee and, in particular, shall have no obligation, responsibility or duty to see that any covenant herein is carried out and fulfilled or to take any action for the enforcement of this Guarantee.
14. The provisions of any part or section of this Guarantee are independent of and severable from the provisions of any other part or section.
15. This Guarantee may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same document.
16. This Guarantee shall be governed in all respects by the laws of the Province of Ontario.
17. This Guarantee shall enure to the benefit of the Beneficiaries, each Guarantor and their respective successors and assigns and shall be binding upon each Guarantor, the Institution and their respective successors and assigns.

The undersigned, a shareholder or owner, directly or indirectly, of each Guarantor, acknowledges and consents to the execution and delivery of this Guarantee by the Guarantors.

By:

Signature of representative

Name and title of representative