



PERSONAL GUARANTEE

IN CONSIDERATION OF all loans, advances and other credit now or hereafter granted by PRO-LINE CONSTRUCTION MATERIALS LTD. ("Pro-Line") to ("Customer"), I HEREBY UNCONDITIONALLY GUARANTEE to Pro-Line the payment of all debts and liabilities of the Customer to Pro-Line wherever, whenever and however incurred, including all interest, interest on arrears of interest, commissions and actual legal and other costs, charges and expenses incurred by Pro-Line in connection with the Customer's account. This is a continuing guarantee and my liability under this guarantee is UNLIMITED.

Pro-Line has the right to vary the terms of the agreement between the Customer and Pro-Line IN ANY WAY, including but not limited to increasing the credit of the Customer, increasing the rate of interest and granting indulgences to the Customer, without in any way limiting or lessening my liability under this guarantee. The Guarantor acknowledges that Pro-Line may increase, decrease, or cancel the Customer's credit without notice to the Guarantor.

Pro-Line will not be required to exhaust its remedies against the Customer or any other guarantor before being entitled to payment from me.

My liability under this guarantee will not be discharged or in any way affected by the bankruptcy, insolvency or assignment in favor of creditors of the Customer.

My liability under this guarantee will not be discharged or affected by my death, or the death of any other guarantor, and this shall ensure to the benefit of and be binding upon Pro-Line, its successors and assigns, and my heirs, executors, administrators, successors and assigns.

If there is more than one guarantor, we will be jointly and severally liable under this guarantee. Therefore, in the event of default, I may be liable for the entire indebtedness of the Customer, even though there may be more than one guarantor.

I agree to provide Pro-Line with up-to-date financial statements, if requested by Pro-Line, and to make a general or specific assignment of accounts receivable in favor of Pro-Line, if requested by Pro-Line.

I expressly waive any rights I may have as a guarantor that are at any time inconsistent with this agreement.

IN WITNESS WHEREOF I have hereunto set my hand this ___ day of _____ A.D. 20__.

I UNDERSTAND THAT PRO-LINE RECOMMENDS I SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS DOCUMENT.

_____ (initial)

"I HAVE READ AND UNDERSTAND THE ABOVE"

SIGNED, SEALED & DELIVERED

_____ (seal))
GUARANTOR

_____ (seal)
WITNESS

_____)
NAME (PRINT)

NAME (PRINT)

_____)
ADDRESS

ADDRESS

SCHEDULE

THE GUARANTEES ACKNOWLEDGEMENT ACT

(ALBERTA)

I HEREBY CERTIFY THAT:

1. _____, in the Province of Alberta, the Guarantor in the attached Guarantee dated the _____ day of _____, _____, made between PRO-LINE CONSTRUCTION MATERIALS LTD. and _____

_____ to which this Certificate is attached or noted upon, appeared in person before me and acknowledged that he/she/they have executed the Guarantee.

2. I satisfied myself by examination of him/her/they, that he/she/they are aware of the contents of the Guarantee and understands the contents thereof.

GIVEN at the City of _____, in the Province of Alberta this ____ day of _____, _____, under my hand and seal of office.

Signature of ACTIVE MEMBER OF THE LAW SOCIETY OF ALBERTA

Print Name of ACTIVE MEMBER OF THE LAW SOCIETY OF ALBERTA

I am the person named in this Certificate.

Signature of Guarantor

Print Name