



## NISGA'A GUARANTOR'S INDEMNITY AND ACKNOWLEDGEMENT

In this Guarantor's Indemnity and Acknowledgement, the following terms have the following meanings:

**"Borrower(s)"** means [insert name of Borrowers], the person(s) we loaned money to and who will give us the Mortgage to secure the loan;

**"Mortgage"** means the legal agreement between us and the Borrower dated [insert date of mortgage] and includes any other document attached to the legal agreement as schedules, the Standard Charge Terms filed by Royal Bank of Canada as filing number [insert filing number of standard charge terms], and any document amending the Mortgage and any changes which may be made to it from time to time;

**"Promises"** has the same meaning as in the Mortgage;

**"We"**, **"us"** and **"our"** mean Royal Bank of Canada, the mortgagee under the Mortgage;

**"You"** and **"your"** means every person who guarantees the Mortgage and includes each person who signs the Mortgage as guarantor and who signs this Guarantor's Indemnity and Acknowledgement.

We have agreed to loan to the Borrower(s) the sum of [insert principal amount of mortgage in words] dollars (\$[insert dollar amount]) (the "Principal Amount"), the repayment of which, along with the interest, is secured by the Mortgage. This loan is to be made on the condition that you enter into this Guarantor's Indemnity and Acknowledgement and guarantee the repayment of the loan secured by the Mortgage. In return for our making this loan to the Borrower and for other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), you promise, as principal debtor(s) and not as surety(ies), on your own behalf as well as on behalf of your heirs, executors, administrators, successors and assigns, to pay to us, and to our successors and assigns, the Principal Amount and all other amounts secured by the Mortgage, together with interest as required under the Mortgage, on the days and at the times the Borrower is required to pay them under the Mortgage and to observe and keep all of the Mortgagor's other Promises. These Promises are binding on you even if we give the Borrower(s) extensions of the time to pay any amount owing under the Mortgage, change the terms of payment or the interest rate of the Mortgage.

Each of you, if there is more than one, will be jointly and severally liable with each other for keeping all the promises in this Guarantor's Indemnity and Acknowledgement. This means that if there are two (2) or more of you, each is collectively and individually liable with each other for keeping all the promises in this Guarantor's Indemnity and Acknowledgement. The promises that each of you make under this Guarantor's Indemnity and Acknowledgement will continue even if one or more of you should die.

Each of you acknowledges receipt at or before the time of signature of the Mortgage and of this Indemnity and Acknowledgement of:

- (1) a true copy of the set of standard mortgage terms filed under No. [insert filing number of standard charge terms] and referred to in Item 8 of Form B of the Mortgage;
- (2) a copy of Part 1 of the Mortgage and any schedules attached to Part 1, including a statement of any modifications (by way of additions, amendments or deletions) to such filed set of standard mortgage terms; and
- (3) a copy of this Guarantor's Indemnity and Acknowledgement.

SIGNED, SEALED AND DELIVERED

DATE OF SIGNATURE  
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GUARANTOR

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WITNESS

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NAME:

SEAL

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WITNESS

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