

SECURITY AGREEMENT

(SECURITY INTEREST IN CONSUMER GOODS)

1. SECURITY INTEREST

(a) For value received the undersigned ("Debtor") hereby grants to Royal Bank of Canada ("RBC"), a security interest ("Security Interest") in the goods (including all parts, accessories, attachments, additions and accessions thereto) of Debtor described in Section 12, and in all proceeds thereof, all of the foregoing being hereinafter collectively called "Collateral".

(b) The terms "proceeds", "accession", "secured party", "Money", "financing statements" and "financing change statements", whenever used herein, shall be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of the province referred to in section 10 (n) as amended from time to time, which Act, including amendments thereto and any Act substituted therefore and any amendments thereto is herein referred to as the "P.P.S.A.". Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

(a) Security Interest granted by Debtor to RBC secures payment and satisfaction of any and all obligations, indebtedness and liability of Debtor (or, if there is more than one Debtor, any one or more of them) to RBC (including interest thereon), present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, whosoever and howsoever incurred and any ultimate unpaid balance thereof including, for greater certainty, any Visa debt, and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called "Indebtedness"). If the Security Interest in Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of Debtor, then Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

(b) Debtor hereby acknowledges that in the event RBC extends revolving credit facilities to Debtor, any advances made to Debtor pursuant thereto (including interest thereon) are intended to constitute Indebtedness and be secured hereby. Debtor further acknowledges that so long as such credit facilities remain available to Debtor, whether or not they are being used at any given time and whether or not RBC is committed to make advances pursuant thereto, Debtor shall have an ongoing obligation to RBC to notify RBC in writing when Debtor wishes to terminate Debtor's right to apply for advances under such facilities, and until Debtor fulfills that obligation and pays all Indebtedness this Security Agreement and the Security Interest granted hereby shall continue in full force and effect and Debtor shall not be entitled to call for any discharge of such Security Interest or any registration evidencing the same.

3. REPRESENTATIONS AND WARRANTIES

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) Collateral is owned by Debtor free of any security interest, mortgage, lien, claim, charge or encumbrance (hereinafter collectively called "Encumbrances") save for Security Interest and those Encumbrances shown in Section 11 or hereafter approved in writing by RBC prior to their creation or assumption; and

(b) the location(s) of Collateral specified in Section 12 is (are) accurate and complete.

4. COVENANTS OF DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend Collateral against the claims and demands of all other parties claiming the same or an interest therein; to keep Collateral free from all Encumbrances, except for Security Interest and those shown on Section 11 or hereafter approved in writing by RBC prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC, and in any event, to deposit all Money received from any disposition of Collateral with RBC;

(b) to notify RBC promptly of any change in the information contained herein and of any claims, litigation, loss or damage which relates to Debtor or Collateral;

(c) not to remove Collateral from the location(s) set forth in Section 12 without the prior written consent of RBC (except that RBC hereby consents to the removal for normal use by Debtor of any motor vehicle comprised in the said Collateral);

(d) to keep Collateral in good order, condition and repair and not to use it in violation of the provisions hereof or any other agreement relating to it or any policy insuring it or any applicable statute, law, bylaw, rule, regulation or ordinance;

(e) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(f) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable; and

(g) to insure Collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and the rights of RBC contemplated hereby, Debtor may, until default, possess and use or operate and enjoy Collateral in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time to view Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to platform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. DISPOSITION OF MONIES

Subject to any applicable requirements of P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

7. EVENTS OF DEFAULT

The happening of any one of the following events or conditions shall constitute default hereunder which is herein referred to as "default"

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an authorized assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor; or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act;

(d) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(e) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if a distress or analogous process is levied upon the assets of Debtor or any part thereof; or

(f) if any certificate, statement, representation, warranty or written report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by such certificate, statement, representation, warranty or written report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

8. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC in good faith believes and has commercially reasonable grounds to believe itself insecure or that the Collateral is or is about to be placed in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

9. REMEDIES

(a) Upon default, RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefore and in respect thereof, and RBC may sell, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(b) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any instrument or chattel paper constituting Collateral and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(c) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC (including reasonable solicitor's fees and expenses) when enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

10. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things as RBC may deem appropriate to perfect on an ongoing basis and continue Security Interest to protect and preserve Collateral and to realize upon Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient

(b) Without limiting any other rights of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare it to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in

any capacity, whether or not due, and RBC shall be deemed to have exercised such right of setoff immediately at the time of making its decision to do so even though any charge therefore is made or entered on RBC's records subsequent thereto.

(c) Upon any default by Debtor hereunder, RBC may, but shall not be obliged to, rectify such default and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of Fifteen Percent (15%) per annum.

(d) RBC may grant extensions of time and other indulgences, give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize Security Interest.

(e) This Security Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(f) No modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(g) Subject to the requirements of Section 10(h), whenever either party hereto is required or entitled to notify or direct the other or make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given in the case of RBC, if delivered to it or sent by first class mail addressed to it at its address herein set forth or as changed pursuant hereto and, in the case of Debtor, if delivered to it or sent by first class mail addressed to it at its address last known to RBC. Either party may notify the other pursuant hereto of any change in such party's address to be used for the purposes hereof.

(h) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is, and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(i) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(j) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male or a female.

(k) In the event any provision of this Security Agreement, 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 this Security Agreement shall remain in full force and effect.

(l) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(m) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(n) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein mentioned branch of RBC is located, as those laws may from time to time be in effect, including, where applicable, the P.P.S.A.

11. ENCUMBRANCES AFFECTING COLLATERAL

Name of the company and address

Amount of the debt

NONE

12. COLLATERAL

Description

Location of Collateral

13. COPY OF AGREEMENT

Debtor hereby acknowledges receipt of a copy of this Security Agreement.

14. COPY OF FINANCING STATEMENT

Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or any verification statement received in respect thereof (This provision applies in every PPSA province except Ontario).

15. NAME, ETC., OF DEBTOR

Debtor represents and warrants that the following information is accurate:
(Ensure proper full legal name is inserted)

DEBTOR NAME			DATE OF BIRTH DAY MONTH YEAR
ADDRESS OF INDIVIDUAL DEBTOR	CITY	PROVINCE	POSTAL CODE
DEBTOR NAME			DATE OF BIRTH DAY MONTH YEAR
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DEBTOR NAME			DATE OF BIRTH DAY MONTH YEAR
ADDRESS OF INDIVIDUAL DEBTOR	CITY	PROVINCE	POSTAL CODE

IN WITNESS WHEREOF Debtor has executed this Security Agreement this _____
(Month) (Day) (Year)

WITNESS

WITNESS

WITNESS

WITNESS

(Seal)

(Seal)

(Seal)

(Seal)

BANK ADDRESS

1. SECURITY INTEREST

(a) For value received the undersigned ("Debtor") hereby grants to Royal Bank of Canada ("RBC"), a security interest ("Security Interest") in the goods (including all parts, accessories, attachments, additions and accessions thereto) of Debtor described in Section 12, and in all proceeds thereof, all of the foregoing being hereinafter collectively called "Collateral".

(b) The terms "proceeds", "accession", "secured party", "Money", "financing statements" and "financing change statements", whenever used herein, shall be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of the province referred to in section 10 (n) as amended from time to time, which Act, including amendments thereto and any Act substituted therefore and any amendments thereto is herein referred to as the "P.P.S.A.". Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

(a) Security Interest granted by Debtor to RBC secures payment and satisfaction of any and all obligations, indebtedness and liability of Debtor (or, if there is more than one Debtor, any one or more of them) to RBC (including interest thereon), present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof including, for greater certainty, any Visa debt, and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called "Indebtedness"). If the Security Interest in Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of Debtor, then Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

(b) Debtor hereby acknowledges that in the event RBC extends revolving credit facilities to Debtor, any advances made to Debtor pursuant thereto (including interest thereon) are intended to constitute Indebtedness and be secured hereby. Debtor further acknowledges that so long as such credit facilities remain available to Debtor, whether or not they are being used at any given time and whether or not RBC is committed to make advances pursuant thereto, Debtor shall have an ongoing obligation to RBC to notify RBC in writing when Debtor wishes to terminate Debtor's right to apply for advances under such facilities, and until Debtor fulfills that obligation and pays all Indebtedness this Security Agreement and the Security Interest granted hereby shall continue in full force and effect and Debtor shall not be entitled to call for any discharge of such Security Interest or any registration evidencing the same.

3. REPRESENTATIONS AND WARRANTIES

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(a) Collateral is owned by Debtor free of any security interest, mortgage, lien, claim, charge or encumbrance (hereinafter collectively called "Encumbrances") save for Security Interest and those Encumbrances shown in Section 11 or hereafter approved in writing by RBC prior to their creation or assumption; and

(b) the location(s) of Collateral specified in Section 12 is (are) accurate and complete.

4. COVENANTS OF DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend Collateral against the claims and demands of all other parties claiming the same or an interest therein; to keep Collateral free from all Encumbrances, except for Security Interest and those shown on Section 11 or hereafter approved in writing by RBC prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC, and in any event, to deposit all Money received from any disposition of Collateral with RBC;

(b) to notify RBC promptly of any change in the information contained herein and of any claims, litigation, loss or damage which relates to Debtor or Collateral;

(c) not to remove Collateral from the location(s) set forth in Section 12 without the prior written consent of RBC (except that RBC hereby consents to the removal for normal use by Debtor of any motor vehicle comprised in the said Collateral);

(d) to keep Collateral in good order, condition and repair and not to use it in violation of the provisions hereof or any other agreement relating to it or any policy insuring it or any applicable statute, law, bylaw, rule, regulation or ordinance;

(e) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(f) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable; and

(g) to insure Collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and the rights of RBC contemplated hereby, Debtor may, until default, possess and use or operate and enjoy Collateral in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time to view Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to platform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. DISPOSITION OF MONIES

Subject to any applicable requirements of P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

7. EVENTS OF DEFAULT

The happening of any one of the following events or conditions shall constitute default hereunder which is herein referred to as "default"

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an authorized assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor; or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act;

(d) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(e) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if a distress or analogous process is levied upon the assets of Debtor or any part thereof; or

(f) if any certificate, statement, representation, warranty or written report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by such certificate, statement, representation, warranty or written report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

8. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC in good faith believes and has commercially reasonable grounds to believe itself insecure or that the Collateral is or is about to be placed in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

9. REMEDIES

(a) Upon default, RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefore and in respect thereof, and RBC may sell, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(b) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any instrument or chattel paper constituting Collateral and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(c) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC (including reasonable solicitor's fees and expenses) when enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

10. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things as RBC may deem appropriate to perfect on an ongoing basis and continue Security Interest to protect and preserve Collateral and to realize upon Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient

(b) Without limiting any other rights of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare it to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right of setoff immediately at the time of making its

decision to do so even though any charge therefore is made or entered on RBC's records subsequent thereto.

(c) Upon any default by Debtor hereunder, RBC may, but shall not be obliged to, rectify such default and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of Fifteen Percent (15%) per annum.

(d) RBC may grant extensions of time and other indulgences, give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize Security Interest.

(e) This Security Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(f) No modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(g) Subject to the requirements of Section 10(h), whenever either party hereto is required or entitled to notify or direct the other or make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given in the case of RBC, if delivered to it or sent by first class mail addressed to it at its address herein set forth or as changed pursuant hereto and, in the case of Debtor, if delivered to it or sent by first class mail addressed to it at its address last known to RBC. Either party may notify the other pursuant hereto of any change in such party's address to be used for the purposes hereof.

(h) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is, and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(i) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(j) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male or a female.

(k) In the event any provision of this Security Agreement, 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 this Security Agreement shall remain in full force and effect.

(l) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(m) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(n) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein mentioned branch of RBC is located, as those laws may from time to time be in effect, including, where applicable, the P.P.S.A.

11. ENCUMBRANCES AFFECTING COLLATERAL

Name of the company and address

Amount of the debt

NONE

12. COLLATERAL

Description

Location of Collateral

13. COPY OF AGREEMENT

Debtor hereby acknowledges receipt of a copy of this Security Agreement.

14. COPY OF FINANCING STATEMENT

Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or any verification statement received in respect thereof (This provision applies in every PPSA province except Ontario).

15. NAME, ETC., OF DEBTOR

Debtor represents and warrants that the following information is accurate:
(Ensure proper full legal name is inserted)

DEBTOR NAME			DATE OF BIRTH DAY MONTH YEAR
ADDRESS OF INDIVIDUAL DEBTOR	CITY	PROVINCE	POSTAL CODE
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ADDRESS OF INDIVIDUAL DEBTOR	CITY	PROVINCE	POSTAL CODE
DEBTOR NAME			DATE OF BIRTH DAY MONTH YEAR
ADDRESS OF INDIVIDUAL DEBTOR	CITY	PROVINCE	POSTAL CODE

IN WITNESS WHEREOF Debtor has executed this Security Agreement this _____
(Month) (Day) (Year)

WITNESS

WITNESS

WITNESS

WITNESS

(Seal)

(Seal)

(Seal)

(Seal)

BANK ADDRESS

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Amount of the debt

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(Ensure proper full legal name is inserted)

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ADDRESS OF INDIVIDUAL DEBTOR	CITY	PROVINCE	POSTAL CODE

IN WITNESS WHEREOF Debtor has executed this Security Agreement this _____
(Month) (Day) (Year)

WITNESS

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BANK ADDRESS