

THIS IS EXHIBIT "R"
referred to in the Affidavit of
Michael Wheatley
Sworn before me this 26
day of Feb A.D. 20 10.



KATHLEEN BURKE
A Commissioner for Oaths in and for the Province of Alberta BARRISTER & SOLICITOR

GUARANTEE AND POSTPONEMENT

TO: **First Calgary Savings & Credit Union Ltd.**

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee payment to First Calgary Savings & Credit Union Ltd. of the City of Calgary, in the Province of Alberta (hereinafter called "the Lender") of all debts and liabilities, present or future, direct or indirect, absolute or contingent (including any funds not advanced but held at the disposal of the Borrower under any lines of credit), matured or not, at any time owing by

Perera Shawnee Ltd.

(hereinafter called the "Borrower") to the Lender or remaining unpaid by the Borrower to the Lender, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Lender and the Borrower or by or from any agreement or dealings with any third party by which the Lender may be or become in any manner whatsoever a creditor of the Borrower or however otherwise incurred or arising anywhere within or outside the jurisdiction where this Guarantee is executed and whether the Borrower be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "liabilities"), the liability of the undersigned hereunder being limited to:

- the sum of Four Million Five Hundred and Forty Thousand Dollars/100 Dollars (\$4,540,000.00),
- interest from the date of demand for payment at the rate(s) agreed upon between the Lender and the Borrower, and
- solicitor-client costs as provided for hereunder.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE LENDER AS FOLLOWS:


1. the Lender may, without notice to the Guarantor(s): grant time, renewals, extensions, indulgences, releases and discharges to; take securities (which word as used herein includes other Guarantees) from and give the same and any or all existing securities up to; abstain from taking securities from or from perfecting securities of; cease or refrain from giving credit or making loans or advances to; accept compositions from and otherwise deal with; the Borrower and others and will all securities as the Lender may see fit, and may apply all moneys at any time received from the Borrower or others or from securities upon such part of the liabilities as the Lender deems best and change any such application in whole or in part from time to time as the Lender may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this Guarantee, and no loss of or in respect of any securities received by the Lender from the Borrower or others, whether occasioned by the fault of the Lender or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee,
2. the undersigned agrees that the Borrower and Lender may, without notice to the Guarantor(s), agree to change the interest rate on any or all of the debts and liabilities guaranteed herein by either raising or reducing the said interest rate, and the undersigned shall be bound by such changes and interest rate and the undersigned further agrees that such changes in interest rate will in no way limit or lessen the liability of the undersigned and this Guarantee,
3. this Guarantee shall be continuing Guarantee and shall cover all the liabilities and it shall apply to and secure any ultimate balance due or remaining unpaid to the Lender,
4. the Lender shall not be bound to exhaust its recourse against the Borrower or others or any securities it may at any time hold before being entitled to payment from the undersigned of the liabilities. The undersigned renounce to all benefits of discussion and division,
5. the undersigned or any of them may, by notice in writing delivered to the Lender receiving this instrument, determine their liability under this Guarantee in respect of liabilities thereafter incurred or arising but not in respect of any liabilities theretofore incurred or arising even though not then matured, provided however that notwithstanding receipt of any such notice the Lender may fulfill any requirements of the Borrower based on agreements expressed or implied made prior to the receipt of such notice and any resulting liabilities shall be covered by this Guarantee; and provided further that in the event of the determination of this Guarantee as to one or more of the undersigned it shall remain a continuing Guarantee as to the other or others of the undersigned,
6. all indebtedness and liability, present and future, of the Borrower to the undersigned or any of them are hereby assigned to the Lender and postponed to the liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Lender and forthwith upon receipt shall be paid over to the Lender, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing Guarantee; and this assignment and postponement is independent of the said Guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said Guarantee may be extinct,
7. this Guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Borrower or in the membership of the Borrower's firm, through the death or retirement of one or more partners or the introduction of one or more other partners, or otherwise, or by the acquisition of the Borrower's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Borrower, or by the Borrower's business being amalgamated with a corporation, but shall, notwithstanding the happening of such event, continue to apply to all the liabilities whether theretofore or thereafter incurred or arising and in this instrument the word Borrower shall include every such firm and corporation.

8. this Guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Lender, and all dividends, compositions, proceeds of security valued and payments received by the Lender from the Borrower or from others, or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this Guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Lender or proceeds thereof, the undersigned shall have no right to be subrogated in any rights of the Lender until the Lender shall have received payments in full of the liabilities,
9. all moneys, advances, renewals and credits in fact borrowed or obtained from the Lender shall be deemed to form part of the liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Borrower or of the directors, partners or agents thereof, or that the Borrower may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such moneys, advances, renewals or credits, the whole whether known to the Lender or not; and any such which may not be recoverable from the undersigned on the footing of a Guarantee shall be recoverable from the undersigned and each of them as sole or principal debtor in respect thereof and shall be paid to the Lender on demand with interest,
10. this Guarantee is in addition to and not in substitution for any other Guarantee, by whomsoever given, at any time held by the Lender,
11. the undersigned and each of them shall be bound by any account settled between the Lender and the Borrower and, if no such account has been so settled immediately before demand of payment under this Guarantee, any account stated by the Lender shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Borrower to the Lender or remains unpaid by the Borrower to the Lender,
12. the undersigned confirm to the Lender that he or she is, or they are (as the case may be) aware of the financial affairs and condition of the Debtor and that the Lender has not made representations to him/her/them as to the Debtor's finances or affairs. This Guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Lender shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Lender each signatory thereof obtains from the Lender receiving this instrument a letter settling out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective,
13. no suit based on this Guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any Guarantor two days after an envelope containing such demand, addressed to such Guarantor at the address of such Guarantor last known to the Lender, is posted, postage prepaid, in the post office and in the event of the death of any Guarantor demand for payment addressed to any of such Guarantor's heirs, executors, administrators or legal representatives at the address of the Guarantor last known to the Lender and posted as aforesaid shall be deemed to have been effectually made upon all of them. All payments hereunder shall be made to the Lender,
14. this instrument covers all agreements between the parties hereto relative to this Guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein,
15. this Guarantee and agreement shall extend to and enure to the benefit of the Lender and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or each of them or any of them, as the case may be, to and upon all of whom this Guarantee and agreement shall extend and be binding,
16. this Guarantee shall be governed by the laws of the Province of Alberta, and the undersigned agree(s) to attorn to the jurisdiction of any competent court in the Province of Alberta should action on this Guarantee be commenced within the said Province,
17. in the event the Lender engages a solicitor to effect collection of the amount outstanding under this Guarantee, the undersigned agrees to pay the full costs of said solicitors as between solicitor and client.

GIVEN AND SEALED at the City of Calgary, in the Province of Alberta this 2nd day of

July 2009.

Witness


Don L. Perera (Signature of Guarantor)

NOTE: Certificate under *Guarantees Acknowledgement Act (Alberta)* is required in respect of any individual Guarantor.

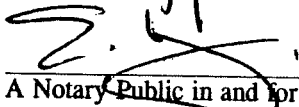
**THE GUARANTEES ACKNOWLEDGEMENT ACT
CERTIFICATE OF NOTARY PUBLIC**

I HEREBY CERTIFY THAT:

1. Don L. Perera of the City of Calgary, in the Province of Alberta, the Guarantor in the Guarantee dated the 2 day of July ~~June~~, 2009, made between Don. L. Perera and First Calgary Savings & Credit Union Ltd. which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the Guarantee.

2. I satisfied myself by examination of him/her that he/she is aware of the contents of the Guarantee and understands it.

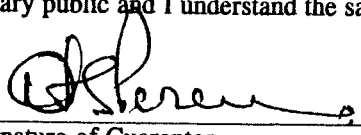
GIVEN at Calgary this 2 day of July, 2009, under my hand and seal of office.


A Notary Public in and for the Province of Alberta

ERIN M. LUDWIG
BARRISTER & SOLICITOR

STATEMENT OF GUARANTOR

I am the person named in this Certificate. I confirm that the contents of the Guarantee have been explained to me by the above notary public and I understand the said Guarantee and my obligations thereunder.


Signature of Guarantor

NOTE: A separate Certificate must be completed for each individual Guarantor.