

This is Exhibit "F"  
Referred to in the Affidavit  
of ROBERT HOPKINS  
Sworn before me this 23  
day of April A.D. 2004  
Nancy Alan Mangus  
Notary Public in and for the  
State of CALIFORNIA

Note Guarantee

dated March 3, 1998

Reference is hereby made to those certain Securities Purchase Agreements dated March 3, 1998 (as the same may be amended, modified or supplemented from time to time, the "Securities Purchase Agreements") among EVANS CONSOLES INC. ("Evans-Alberta"), (continuing as a result of the amalgamation of 772917 Alberta Inc. ("772917") and 561382 Alberta Inc. and the amalgamation of 772917 and Evans Consoles Inc. (the "Amalgamation"), where, as part of the Amalgamation, 772917 changed its name to Evans Consoles Inc.), EVANS CONSOLES INCORPORATED (the "U.S. Subsidiary") and each of the institutional investors named therein. Capitalized terms used herein without definition have the meanings ascribed to them in the Securities Purchase Agreements.

The undersigned (the "Guarantor"), for value received, hereby irrevocably and unconditionally guarantees the due and punctual payment and performance of the following obligations (each, a "Guaranteed Obligation" and collectively, the "Guaranteed Obligations") when and as the same shall become due and payable in accordance with the terms thereof as the same may be amended, modified or supplemented from time to time:

- (a) Payment of the principal of and premium, if any, and interest on, and fees and other amounts payable with respect to the Revolving Credit Notes; and
- (b) Payment and performance of any and all other indebtedness and obligations of the U.S. Subsidiary under the Securities Purchase Agreements and/or any of the other Operative Documents related in any way to the Revolving Credit Notes (or any of them), including, without limitation, the payment of all amounts required to be paid under sections 4.12, 21 and 22 of the Securities Purchase Agreements or under any other provision thereof relating to indemnification, reimbursement of expenses and the like.

The Guarantor hereby agrees that the Guarantor's liability hereunder is several but not joint with any other Person(s) (the "Other Guarantors") who may guarantee the Guaranteed Obligations.

This Note Guarantee is an absolute, primary, unconditional, irrevocable, present and continuing guarantee of payment (and not of collectibility or performance only), is not subject to any counterclaim, setoff, deduction, withholding, diminution, abatement, recoupment, suspension, deferment, reduction or defense and is in no way conditioned or contingent upon any attempt to collect from the Company or any Other Guarantor or upon any other condition or contingency; if the Company shall fail so to pay punctually the principal of, or the premium, if any, interest, or fee or other amount on any Guaranteed Obligation, the Guarantor will immediately pay the same to the holder thereof, with interest (to the extent permitted by

applicable law) on any overdue amount, at a rate per annum equal to 2% above the non-default rate otherwise applicable thereto, until paid and, upon any acceleration of any Note, with the applicable premium, if any, specified in the Securities Purchase Agreements, as liquidated damages and not as a penalty. Payments due on the Guaranteed Obligations shall be overdue for purposes hereof if not made on the originally scheduled date of payment therefor, without giving effect to any applicable grace period. Payments by the Guarantor hereunder shall be made in lawful money of the United States of America and may be required by any holder of any Guaranteed Obligation on any number of occasions.

This Note Guarantee shall remain in full force and effect without regard to, and the obligations of the Guarantor hereunder shall not be affected or impaired by: (a) any amendment or modification of or supplement to any of the Operative Documents; (b) any extension, indulgence or other action or inaction in respect of any of the Operative Documents; (c) any default by the Company, the Guarantor or any Other Guarantor under, or any invalidity or unenforceability of, or any irregularity or other defect in any of the Operative Documents; (d) any exercise or non-exercise of any right, remedy, power or privilege in respect of any of the Operative Documents; (e) any transfer of the assets of the Company, the Guarantor or any Other Guarantor to, or any amalgamation, consolidation or merger of the Company, the Guarantor or any Other Guarantor with or into, any other Person or, if any Other Guarantor shall be a natural person, the death of such person; (f) any bankruptcy, insolvency, reorganization or similar proceeding involving or affecting the Company, the Guarantor or any Other Guarantor (it being agreed that for the purposes hereof, the Guaranteed Obligations shall be due and payable when and as the Guaranteed Obligations shall be due and payable in accordance with the terms thereof notwithstanding the fact that collection or enforcement thereof may be stayed or enjoined under any law); (g) any change in or addition to or partial or complete release of the Company, the Guarantor or any collateral securing the Guaranteed Obligations or any partial or complete release of any Other Guarantor or other Person primarily or secondarily liable for the Guaranteed Obligations; (h) any change of circumstances, whether or not foreseen or foreseeable, or any impossibility of performance, whether through acts of God, action of any governmental authority or agency, change of law, other force majeure or otherwise, whether or not beyond the control of the Company, the Guarantor, any Other Guarantor or any other Person; (i) any attachment, claim, demand, charge, Lien, order, process, encumbrance or any other happening or event or reason, or any withholding or diminution at the source, by reason of any taxes, assessments, expenses, obligations or liabilities of any character, foreseen or unforeseen, and whether or not valid, incurred by or against any Person, or any claims, demands, charges or Liens of any nature, foreseen or unforeseen, incurred by any Person, or against any sums payable under any of the Operative Documents, so that such sums would be rendered inadequate or would be unavailable to make the payments therein provided; (j) the failure of the Guarantor to receive any benefit or consideration from or as a result of its execution, delivery and performance of this Note Guarantee or (k) any other circumstance or cause, whether similar or dissimilar to any of the foregoing, that might constitute a legal or equitable discharge or defense of the Guarantor or any Other Guarantor and whether or not the Guarantor shall have had notice or knowledge thereof.

The Guarantor hereby acknowledges receipt of a correct and complete copy of each of the Operative Documents and consents to all of the terms and provisions thereof, as the same may be from time to time hereafter amended, modified or supplemented, and waives (a) presentment, demand for payment, and protest of non-payment, of any principal of or premium, if any, interest or other amount on any Guaranteed Obligation; (b) notice of acceptance of this Note Guarantee and of presentment, demand, and intent to accelerate and protest; (c) notice of any default under any of the Operative Documents or any other agreement relating thereto; (d) demand for performance or observance of, and any enforcement of any provisions of, or any pursuit or exhaustion of rights or remedies against the Company, the Guarantor, any Other Guarantor or any other Person under any of the Operative Documents and any requirements of diligence or promptness on the part of any holder of any Guaranteed Obligation in connection therewith; and (e) to the extent the Guarantor lawfully may do so, any and all other demands and notices of every kind and description with respect to the foregoing or which may be required to be given by any statute, or rule of law and any defense of any kind (other than the defense of payment) which the Guarantor may now or hereafter have with respect to any of the Operative Documents or any other agreement relating thereto. Without limiting the generality of the foregoing, no Person who is entitled to the benefits of this Note Guarantee shall be required to make any demand upon, or to pursue or exhaust any of its rights or remedies against, the Company, any Other Guarantor or any other Person or any collateral or other security, prior to exercising any right hereunder, and no delay or omission on the part of any such Person in exercising any right under any of the Operative Documents or any other agreement relating thereto shall operate as a waiver or relinquishment of such right.

The Guarantor hereby grants each holder of any Guaranteed Obligation the full power in the uncontrolled discretion of such holder, without notice to the Guarantor and without in any way affecting the liability of the Guarantor under this Note Guarantee: (a) to waive compliance with and any default under, and to consent to any amendment or change of any terms of any of the Operative Documents and any other agreement relating thereto; and (b) to grant extensions or renewals thereof and other indulgences with respect thereto, and to effect releases, compromises or settlements with respect thereto.

The Guarantor hereby covenants and agrees that, until the Guaranteed Obligations shall have been indefeasibly paid in full in cash, the Guarantor will not enforce or otherwise exercise any rights of reimbursement, subrogation, contribution or other similar rights against the Company or any Other Guarantor or any other Person with respect to any Guaranteed Obligation or otherwise in connection herewith.

The Guarantor will reimburse each holder of any Guaranteed Obligation for all costs of collection or enforcement (including, without limitation, reasonable attorneys' fees and expenses) incurred by such holder in enforcing the obligations of the Guarantor hereunder.

The Guarantor acknowledges that all payments by the Company or any of its Subsidiaries (including the Guarantor) under any Operative Document shall be made under all

circumstances without set off, counterclaim or reduction for and free from and clear of and without deduction for or because of any and all present or future taxes, levies, imposts, duties, fees, assessments, charges, deductions, withholding or any other restrictions or conditions of any nature whatsoever imposed, levied, collected, assessed, deducted or withheld by or within any jurisdiction, (or any governmental authority therein or thereof), including without limitation, Canada and/or the United States of America or any political subdivision thereof (all of the same being referred to as "Charges"), but excluding any taxes imposed on the net income of a holder of Securities by the jurisdiction under the laws of which such holder is organized (or is located in the case of an applicable lending office) (collectively, "Included Charges"), and, if any such payment is or shall be, under applicable law, subject to any such Included Charge, then the Guarantor shall forthwith pay to each holder of any Securities such additional amounts as may be necessary in order that the net amount of every payment made to each holder of Securities, after provision for payment of all such Included Charges including Included Charges in respect of amounts payable hereunder, shall be equal to the amount which such holder would have received had there been no such Included Charges. In addition, the Guarantor will indemnify and hold harmless and reimburse each such holder for the amount of (a) any Included Charges so levied or imposed and paid by such holder as a result of payments made under or with respect to the Securities (together with any other Charges imposed with respect to such reimbursement under section 22 of the Securities Purchase Agreement) and (b) any liability (including penalties, interest and expenses) arising therefrom or with respect thereto. All payments under the Operative Documents due to any holder of the Securities shall be paid in lawful money of the United States of America and any payment which is made in any foreign currency, whether pursuant to any judgment or order of any court, or otherwise, shall constitute payment only to the extent of the amount of the lawful money of the United States of America which may be purchased with such foreign currency on the date of payment. The Guarantor covenants and agrees that it shall, as a separate and independent obligation, which shall not be merged in any judgment or order, pay or cause to be paid the amount payable under the Operative Documents in lawful money of the United States of America and no payment in any other currency shall discharge the obligations of the Guarantor except to the extent provided above. The Guarantor will pay all taxes and fees (including interest and penalties), including without limitation, all recording and filing fees, issuance and documentary stamp and similar taxes, which may be payable in respect of the execution and delivery of this agreement and each of the other Operative Documents. The Guarantor covenants and agrees to notify in writing the relevant holders of the Securities in the event that Revenue Canada or an auditor thereof raises as an issue with the Guarantor (whether orally or by a written communication) whether the interest payable on the Notes (or on any one or more of the classes of Notes) or any other payment under the Operative Documents qualifies for the relevant withholding tax exemption contained in the *Income Tax Act* (Canada) or any successor provision thereto, such notification to be given forthwith upon such issue being so raised. If the Guarantor is required by law to make any deduction for any Included Charges with respect to any payment made hereunder or under any other Operative Document, the Company or the relevant Subsidiary shall deduct such amount and shall pay the amount required to the relevant taxing jurisdiction within the time required

and within 30 days of payment of such Included Charges shall furnish to the holders an original or certified copy of receipt evidencing payment thereof.

This Note Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time any amount received in respect of any of the Operative Documents is rescinded or must otherwise be restored or returned by the payee thereof upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Company, the Guarantor or any Other Guarantor or upon the appointment of any receiver or conservator of, or trustee or similar official for, the Company, the Guarantor or any Other Guarantor or any substantial part of the properties of the Company, the Guarantor or any Other Guarantor, or otherwise, all as though such payment had not been made.

No amendment or waiver of any provision of this Note Guarantee or consent to any default under, breach of or departure from this Note Guarantee by the Guarantor shall in any event be effective unless the same shall be in writing and signed by the Guarantor and the Required Holders of each class of Notes then outstanding and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

All notices and other communications under this Note Guarantee shall be in writing and shall be addressed and delivered or mailed in accordance with the provisions of section 23 of the Securities Purchase Agreements. The Guarantor agrees that notice to the Guarantor may be given by, and shall be effective upon, notice to or in care of the Company in accordance with such provisions.

This Note Guarantee, including the validity hereof and the rights and obligations arising hereunder, and all amendments and supplements hereof and all waivers and consents hereunder shall be construed in accordance with and governed by the domestic substantive laws of the State of New York without giving effect to any choice of law or conflicts of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction. The Guarantor, to the extent that the Guarantor may lawfully do so, hereby consents to service of process, and to be sued, in the State of New York and consents to the jurisdiction of the courts of the State of New York and the United States District Court for the Southern District of New York, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of the Guarantor's obligations hereunder, and expressly waives any and all objections the Guarantor may have as to venue in any such courts. The Guarantor further agrees that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to the Guarantor in care of the Company at the address of the Company set forth in section 23 of the Securities Purchase Agreements or as otherwise provided under the laws of the State of New York. Notwithstanding the foregoing, the Guarantor agrees that nothing contained herein shall preclude the institution of any such suit, action or other proceeding in any jurisdiction other than the State of New York. **THE GUARANTOR IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION**

OR OTHER PROCEEDING INSTITUTED BY OR AGAINST THE GUARANTOR IN RESPECT OF THE GUARANTOR'S OBLIGATIONS HEREUNDER.

This Note Guarantee (together with the other Operative Documents) embodies the entire agreement and understanding between the Guarantor and the holders of the Guaranteed Obligations and supersedes all prior agreements and understandings relating to the subject matter hereof. In case any provision in this Note Guarantee or any of the other Operative Documents shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof and thereof shall not in any way be affected or impaired thereby.

The rights of a holder of any Guaranteed Obligations hereunder in respect of such Guaranteed Obligations shall be transferred and assigned upon the transfer of such Guaranteed Obligation and any transfer of any Guaranteed Obligation may be effected without the consent of or notice to the Guarantor.

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IN WITNESS WHEREOF, the Guarantor has executed this Note Guarantee as an instrument under seal as of the date first above written.

EVANS CONSOLES INC.

By: *Peter Schulte*  
Name: Peter Schulte  
Title: Vice Chairman





Note Guarantee

dated March 3, 1998

Reference is hereby made to those certain Securities Purchase Agreements dated March 3, 1998 (as the same may be amended, modified or supplemented from time to time, the "Securities Purchase Agreements") among EVANS CONSOLES INC. ("Evans-Alberta"), (continuing as a result of the amalgamation of 772917 Alberta Inc. ("772917") and 561382 Alberta Inc. and the amalgamation of 772917 and Evans Consoles Inc. (the "Amalgamation"), where, as part of the Amalgamation, 772917 changed its name to Evans Consoles Inc.), EVANS CONSOLES INCORPORATED (the "U.S. Subsidiary") and each of the institutional investors named therein. Capitalized terms used herein without definition have the meanings ascribed to them in the Securities Purchase Agreements.

The undersigned (the "Guarantor"), for value received, hereby irrevocably and unconditionally guarantees the due and punctual payment and performance of the following obligations (each, a "Guaranteed Obligation" and collectively, the "Guaranteed Obligations") when and as the same shall become due and payable in accordance with the terms thereof as the same may be amended, modified or supplemented from time to time:

(a) Payment of the principal of and premium, if any, and interest on, and fees and other amounts payable with respect to the Tranche A Notes and the Tranche B Notes; and

(b) Payment and performance of any and all other indebtedness and obligations of the Company under the Securities Purchase Agreements and/or any of the other Operative Documents related in any way to the Tranche A Notes and the Tranche B Notes (or any of them), including, without limitation, the payment of all amounts required to be paid under sections 4.12, 21 and 22 of the Securities Purchase Agreements or under any other provision thereof relating to indemnification, reimbursement of expenses and the like.

The Guarantor hereby agrees that the Guarantor's liability hereunder is several but not joint with any other Person(s) (the "Other Guarantors") who may guarantee the Guaranteed Obligations.

This Note Guarantee is an absolute, primary, unconditional, irrevocable, present and continuing guarantee of payment (and not of collectibility or performance only), is not subject to any counterclaim, setoff, deduction, withholding, diminution, abatement, recoupment, suspension, deferment, reduction or defense and is in no way conditioned or contingent upon

any attempt to collect from the Company or any Other Guarantor or upon any other condition or contingency; if the Company shall fail so to pay punctually the principal of, or the premium, if any, interest, or fee or other amount on any Guaranteed Obligation, the Guarantor will immediately pay the same to the holder thereof, with interest (to the extent permitted by applicable law) on any overdue amount, at a rate per annum equal to 2% above the non-default rate otherwise applicable thereto, until paid and, upon any acceleration of any Note, with the applicable premium, if any, specified in the Securities Purchase Agreements, as liquidated damages and not as a penalty. Payments due on the Guaranteed Obligations shall be overdue for purposes hereof if not made on the originally scheduled date of payment therefor, without giving effect to any applicable grace period. Payments by the Guarantor hereunder shall be made in lawful money of the United States of America and may be required by any holder of any Guaranteed Obligation on any number of occasions.

This Note Guarantee shall remain in full force and effect without regard to, and the obligations of the Guarantor hereunder shall not be affected or impaired by: (a) any amendment or modification of or supplement to any of the Operative Documents; (b) any extension, indulgence or other action or inaction in respect of any of the Operative Documents; (c) any default by the Company, the Guarantor or any Other Guarantor under, or any invalidity or unenforceability of, or any irregularity or other defect in any of the Operative Documents; (d) any exercise or non-exercise of any right, remedy, power or privilege in respect of any of the Operative Documents; (e) any transfer of the assets of the Company, the Guarantor or any Other Guarantor to, or any amalgamation, consolidation or merger of the Company, the Guarantor or any Other Guarantor with or into, any other Person or, if any Other Guarantor shall be a natural person, the death of such person; (f) any bankruptcy, insolvency, reorganization or similar proceeding involving or affecting the Company, the Guarantor or any Other Guarantor (it being agreed that for the purposes hereof, the Guaranteed Obligations shall be due and payable when and as the Guaranteed Obligations shall be due and payable in accordance with the terms thereof notwithstanding the fact that collection or enforcement thereof may be stayed or enjoined under any law); (g) any change in or addition to or partial or complete release of the Company, the Guarantor or any collateral securing the Guaranteed Obligations or any partial or complete release of any Other Guarantor or other Person primarily or secondarily liable for the Guaranteed Obligations; (h) any change of circumstances, whether or not foreseen or foreseeable, or any impossibility of performance, whether through acts of God, action of any governmental authority or agency, change of law, other force majeure or otherwise, whether or not beyond the control of the Company, the Guarantor, any Other Guarantor or any other Person; (i) any attachment, claim, demand, charge, Lien, order, process, encumbrance or any other happening or event or reason, or any withholding or diminution at the source, by reason of any taxes, assessments, expenses, obligations or liabilities of any character, foreseen or unforeseen, and whether or not valid, incurred by or against any Person, or any claims, demands, charges or Liens of any nature, foreseen or unforeseen, incurred by any Person, or against any sums payable under any of the Operative Documents, so that such sums would be rendered inadequate or would be unavailable to make the payments therein provided; (j) the failure of the Guarantor to receive

any benefit or consideration from or as a result of its execution, delivery and performance of this Note Guarantee or (k) any other circumstance or cause, whether similar or dissimilar to any of the foregoing, that might constitute a legal or equitable discharge or defense of the Guarantor or any Other Guarantor and whether or not the Guarantor shall have had notice or knowledge thereof.

The Guarantor hereby acknowledges receipt of a correct and complete copy of each of the Operative Documents and consents to all of the terms and provisions thereof, as the same may be from time to time hereafter amended, modified or supplemented, and waives (a) presentment, demand for payment, and protest of non-payment, of any principal of or premium, if any, interest or other amount on any Guaranteed Obligation; (b) notice of acceptance of this Note Guarantee and of presentment, demand, and intent to accelerate and protest; (c) notice of any default under any of the Operative Documents or any other agreement relating thereto; (d) demand for performance or observance of, and any enforcement of any provisions of, or any pursuit or exhaustion of rights or remedies against the Company, the Guarantor, any Other Guarantor or any other Person under any of the Operative Documents and any requirements of diligence or promptness on the part of any holder of any Guaranteed Obligation in connection therewith; and (e) to the extent the Guarantor lawfully may do so, any and all other demands and notices of every kind and description with respect to the foregoing or which may be required to be given by any statute, or rule of law and any defense of any kind (other than the defense of payment) which the Guarantor may now or hereafter have with respect to any of the Operative Documents or any other agreement relating thereto. Without limiting the generality of the foregoing, no Person who is entitled to the benefits of this Note Guarantee shall be required to make any demand upon, or to pursue or exhaust any of its rights or remedies against, the Company, any Other Guarantor or any other Person or any collateral or other security, prior to exercising any right hereunder, and no delay or omission on the part of any such Person in exercising any right under any of the Operative Documents or any other agreement relating thereto shall operate as a waiver or relinquishment of such right.

The Guarantor hereby grants each holder of any Guaranteed Obligation the full power in the uncontrolled discretion of such holder, without notice to the Guarantor and without in any way affecting the liability of the Guarantor under this Note Guarantee: (a) to waive compliance with and any default under, and to consent to any amendment or change of any terms of any of the Operative Documents and any other agreement relating thereto; and (b) to grant extensions or renewals thereof and other indulgences with respect thereto, and to effect releases, compromises or settlements with respect thereto.

The Guarantor hereby covenants and agrees that, until the Guaranteed Obligations shall have been indefeasibly paid in full in cash, the Guarantor will not enforce or otherwise exercise any rights of reimbursement, subrogation, contribution or other similar rights against the Company or any Other Guarantor or any other Person with respect to any Guaranteed Obligation or otherwise in connection herewith.

The Guarantor will reimburse each holder of any Guaranteed Obligation for all costs of collection or enforcement (including, without limitation, reasonable attorneys' fees and expenses) incurred by such holder in enforcing the obligations of the Guarantor hereunder.

The Guarantor acknowledges that all payments by the Company or any of its Subsidiaries (including the Guarantor) under any Operative Document shall be made under all circumstances without set off, counterclaim or reduction for and free from and clear of and without deduction for or because of any and all present or future taxes, levies, imposts, duties, fees, assessments, charges, deductions, withholding or any other restrictions or conditions of any nature whatsoever imposed, levied, collected, assessed, deducted or withheld by or within any jurisdiction, (or any governmental authority therein or thereof), including without limitation, Canada and/or the United States of America or any political subdivision thereof (all of the same being referred to as "Charges"), but excluding any taxes imposed on the net income of a holder of Securities by the jurisdiction under the laws of which such holder is organized (or is located in the case of an applicable lending office) (collectively, "Included Charges"), and, if any such payment is or shall be, under applicable law, subject to any such Included Charge, then the Guarantor shall forthwith pay to each holder of any Securities such additional amounts as may be necessary in order that the net amount of every payment made to each holder of Securities, after provision for payment of all such Included Charges including Included Charges in respect of amounts payable hereunder, shall be equal to the amount which such holder would have received had there been no such Included Charges. In addition, the Guarantor will indemnify and hold harmless and reimburse each such holder for the amount of (a) any Included Charges so levied or imposed and paid by such holder as a result of payments made under or with respect to the Securities (together with any other Charges imposed with respect to such reimbursement under section 22 of the Securities Purchase Agreement) and (b) any liability (including penalties, interest and expenses) arising therefrom or with respect thereto. All payments under the Operative Documents due to any holder of the Securities shall be paid in lawful money of the United States of America and any payment which is made in any foreign currency, whether pursuant to any judgment or order of any court, or otherwise, shall constitute payment only to the extent of the amount of the lawful money of the United States of America which may be purchased with such foreign currency on the date of payment. The Guarantor covenants and agrees that it shall, as a separate and independent obligation, which shall not be merged in any judgment or order, pay or cause to be paid the amount payable under the Operative Documents in lawful money of the United States of America and no payment in any other currency shall discharge the obligations of the Guarantor except to the extent provided above. The Guarantor will pay all taxes and fees (including interest and penalties), including without limitation, all recording and filing fees, issuance and documentary stamp and similar taxes, which may be payable in respect of the execution and delivery of this agreement and each of the other Operative Documents. The Guarantor covenants and agrees to notify in writing the relevant holders of the Securities in the event that Revenue Canada or an auditor thereof raises as an issue with the Guarantor (whether orally or by a written communication) whether the interest payable on the Notes (or on any one or more of the classes of Notes) or any other payment under the

Operative Documents qualifies for the relevant withholding tax exemption contained in the *Income Tax Act* (Canada) or any successor provision thereto, such notification to be given forthwith upon such issue being so raised. If the Guarantor is required by law to make any deduction for any Included Charges with respect to any payment made hereunder or under any other Operative Document, the Company or the relevant Subsidiary shall deduct such amount and shall pay the amount required to the relevant taxing jurisdiction within the time required and within 30 days of payment of such Included Charges shall furnish to the holders an original or certified copy of receipt evidencing payment thereof.

This Note Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time any amount received in respect of any of the Operative Documents is rescinded or must otherwise be restored or returned by the payee thereof upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Company, the Guarantor or any Other Guarantor or upon the appointment of any receiver or conservator of, or trustee or similar official for, the Company, the Guarantor or any Other Guarantor or any substantial part of the properties of the Company, the Guarantor or any Other Guarantor, or otherwise, all as though such payment had not been made.

No amendment or waiver of any provision of this Note Guarantee or consent to any default under, breach of or departure from this Note Guarantee by the Guarantor shall in any event be effective unless the same shall be in writing and signed by the Guarantor and the Required Holders of each class of Notes then outstanding and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

All notices and other communications under this Note Guarantee shall be in writing and shall be addressed and delivered or mailed in accordance with the provisions of section 23 of the Securities Purchase Agreements. The Guarantor agrees that notice to the Guarantor may be given by, and shall be effective upon, notice to or in care of the Company in accordance with such provisions.

This Note Guarantee, including the validity hereof and the rights and obligations arising hereunder, and all amendments and supplements hereof and all waivers and consents hereunder shall be construed in accordance with and governed by the domestic substantive laws of the State of New York without giving effect to any choice of law or conflicts of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction. The Guarantor, to the extent that the Guarantor may lawfully do so, hereby consents to service of process, and to be sued, in the State of New York and consents to the jurisdiction of the courts of the State of New York and the United States District Court for the Southern District of New York, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of the Guarantor's obligations hereunder, and expressly waives any and all objections the Guarantor may have as to venue in any such courts. The Guarantor further agrees that a summons and complaint commencing an action or proceeding in any of such

courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to the Guarantor in care of the Company at the address of the Company set forth in section 23 of the Securities Purchase Agreements or as otherwise provided under the laws of the State of New York. Notwithstanding the foregoing, the Guarantor agrees that nothing contained herein shall preclude the institution of any such suit, action or other proceeding in any jurisdiction other than the State of New York. **THE GUARANTOR IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER PROCEEDING INSTITUTED BY OR AGAINST THE GUARANTOR IN RESPECT OF THE GUARANTOR'S OBLIGATIONS HEREUNDER.**

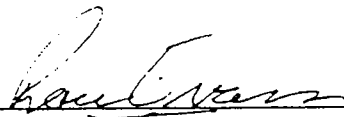
This Note Guarantee (together with the other Operative Documents) embodies the entire agreement and understanding between the Guarantor and the holders of the Guaranteed Obligations and supersedes all prior agreements and understandings relating to the subject matter hereof. In case any provision in this Note Guarantee or any of the other Operative Documents shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof and thereof shall not in any way be affected or impaired thereby.

The rights of a holder of any Guaranteed Obligations hereunder in respect of such Guaranteed Obligations shall be transferred and assigned upon the transfer of such Guaranteed Obligation and any transfer of any Guaranteed Obligation may be effected without the consent of or notice to the Guarantor.

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IN WITNESS WHEREOF, the Guarantor has executed this Note Guarantee as an instrument under seal as of the date first above written.

EVANS CONSOLES INCORPORATED

By:   
Name: Ross Evans  
Title: President