Indemnity Agreement[NOTE1]

THIS AGREEMENT made as of between , of (the "Landlord") and , of ("Indemnifier").

WHEREAS the Landlord is entering into a lease of certain premises described as with (the "Lease");

AND WHEREAS the Landlord has agreed to enter into the Lease on the condition that the Landlord receive an indemnity from the Indemnifier, upon the terms and conditions set out in this Agreement;

AND WHEREAS in order to induce the Landlord to enter into the Lease, the Indemnifier has agreed to provide an indemnity;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Indemnifier hereby agrees with the Landlord:

(a) to make the due and punctual payment of all rent, additional rent and other monies and charges of any kind whatsoever payable under the Lease during the term thereof and any extension or renewal of the term;

(b) to effect prompt and complete performance of all obligations contained in the Lease on the part of the Tenant to be kept, observed and performed; and

(c) to indemnify and save the Landlord harmless from any loss, costs or damages arising out of any failure by the Tenant to pay the aforesaid rent, additional rent and monies and charges or resulting from any failure by the Tenant to observe or perform any of the obligations contained in the Lease.

2. This Indemnity is absolute and unconditional and the obligations of the Indemnifier shall not be released, discharged, mitigated, impaired or affected by:

(a) any extensions of time, indulgences or modifications which the Landlord extends to or makes with the Tenant in respect of the performance of any of the obligations of the Tenant under the Lease;

(b) any waiver by or failure of the Landlord to enforce any of the terms, covenants and conditions contained in the Lease;

(c) any assignment of the Lease by the Tenant or any consent which the Landlord gives to any such assignment;

(d) any amendment to the Lease or any waiver by the Tenant of any of its rights under the Lease;

(e) the expiration of the term or the termination of the Lease for any reason whatsoever;

(f) any loss of or in respect of any security received by the Landlord from the Tenant or from any other person, firm or corporation, whether or not occasioned or contributed to by or through the act, omission, default or neglect of the Landlord; or

(g) any act or omission of the Landlord or any other person whereby the Indemnifier would or might otherwise be released or have its obligations hereunder discharged, mitigated, impaired or affected in any way whatsoever, it being agreed that nothing but payment and satisfaction in full of all monies and charges payable under the Lease and the due performance and observance of all terms, covenants and conditions on the part of the Tenant to be paid and performed shall release the Indemnifier of its obligations hereunder.

3. The Indemnifier hereby expressly waives notice of the acceptance of this Indemnity and all notice of non-performance, non-payment or non-observance on the part of the Tenant of the terms, covenants and conditions contained in the Lease.

4. In the event of a default under the Lease, the Indemnifier waives any right to require the Landlord to:

(a) proceed against the Tenant or any other indemnifier or pursue any rights or remedies against the Tenant or any other indemnifier with respect to the Lease;

(b) proceed against or exhaust any security held by the Landlord from the Tenant or any other person; or

(c) pursue any other remedy whatsoever in the Landlord's power.

(d) The Landlord has the right to enforce this Indemnity regardless of the acceptance of additional security from the Tenant and regardless of any release or discharge of the Tenant by the Landlord or by others or by operation of any law.

5. Without limiting the generality of the foregoing, the liability of the Indemnifier under this Indemnity shall continue in full force and effect and shall not be or be deemed to have been waived, released, discharged, impaired or affected by reason of the release or discharge of the Tenant in any receivership, bankruptcy, winding-up or other creditors' proceedings or the rejection, disaffirmance or disclaimer of the Lease in any proceeding and shall continue with respect to the periods prior thereto and thereafter, for and with respect to the terms as if the Lease had not been disaffirmed or disclaimed. The liability of the Indemnifier shall not be affected by any repossession of the Premises by the Landlord.

6. No action or proceeding brought or instituted under this Indemnity and no recovery in pursuance thereof shall be a bar or defense to any further action or proceeding which may be brought under this Indemnity by reason of any further default hereunder or in the performance and observance of the terms, covenants and conditions contained in the Lease.

7. No modification of this Indemnity shall be effective unless the same is in writing and is executed by both the Indemnifier and the Landlord.

8. The Indemnifier shall, without limiting the generality of the foregoing, be bound by this Indemnity in the same manner as though the Indemnifier were the Tenant named in the Lease. Notwithstanding the foregoing, or any performance in whole or in part by the Indemnifier of its obligations hereunder or of the Tenant under the Lease, the Indemnifier shall not have any entitlement to any of the benefits to which the Tenant is entitled under the Lease.

9. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) execute this Indemnity as Indemnifier, the liability of each such individual, corporation, partnership or other business associations hereunder is joint and several. In like manner, if the Indemnifier named in this Indemnity is a partnership or other business association, the members of which are by virtue of statutory or general law subject to personal liability, the liability of each such member is joint and several.

10. All of the terms, covenants and conditions of this Indemnity extend to and are binding upon the Indemnifier, his or its heirs, executors, administrators, successors and assigns, as the case may be, and enure to the benefit of and may be enforced by the Landlord its successors and assigns.

11. The obligations of the Indemnifier hereunder shall be assignable by the Landlord and an assignment of the Lease shall constitute an assignment of the obligations of the Indemnifier unless the said obligations of the Indemnifier are specifically excepted from such assignment of the Lease.

12. In the event of the termination of the Lease for any reason whatsoever including, without limitation, any termination resulting from the bankruptcy, insolvency, winding-up or similar situation of the Tenant, then at the option of the Landlord the Indemnifier shall enter into a written agreement with the Landlord for a term commencing at the date of such termination and expiring on the date on which the Lease would have expired if it had run its full term without default by the Tenant and without such termination. Such agreement shall contain the same terms and conditions as are contained in the Lease which would apply to and be in force for that portion of the term of Lease which by the original terms of the Lease would have remained unexpired at the date of such termination.

EXECUTED by the parties hereto as of the date first written above.

Witness

Witness

Indemnity Agreement to be given to Landlord by someone who is indemnifying the Landlord against non-payment by Tenant.

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