

**INDEMNITY**

**TO: THE EQUITABLE TRUST COMPANY (the “Lender”)**

**AND TO: , Barristers & Solicitors**

**RE: THE EQUITABLE TRUST COMPANY MORTGAGE LOAN TO**

**(the “Property”)**

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For value received the undersigned hereby jointly and severally undertakes to indemnify and forever save you harmless against any against all direct and indirect loss arising from any failure of the undersigned’s compliance with all lawful governmental or quasi-governmental requirements or policies relating to the Property and to the use of same, including any costs to which the Lender may be put or may suffer in defending, counter-claiming or claiming over in any action involving the Lender, relating to any and all environmental matters, hazardous materials or other like hazards relating to the Property.

In this regard, the undersigned hereby jointly and severally warrants, represents and agrees as follows:

1. To observe and conform to all lawful requirements relating to the environment and to the operation of the undersigned’s use of the Property;
2. That the Lender may at all reasonable times have access to the Property to inspect and, if necessary in the Lender’ opinion, to effect environmental remedial work at the undersigned’s expense;
3. To keep the Lender advised of any activity on the Property which involves the use of hazardous waste or material, of any change in the use or occupation of the Property and of any matter which may increase the environmental liability of the undersigned; and
4. The Lender shall have the right to incur expense to comply or to verify the undersigned’s compliance with lawful environmental requirements of any governmental body having jurisdiction. Such expense shall be repaid by the undersigned to the Lender and shall be added to the principal amount secured under the executed security documentation referable to the above-noted loan transaction, and shall be secured by the said security documentation;

These covenants, representations, warranties and indemnities shall be binding upon undersigned, their heirs, administrators, executors, successors and permitted assigns and shall enure to the benefit of the Lender and any assignee, successor, agent, officer, director and/or employee of the Lender.

**DATED** at Toronto, this        day of        , 200 .

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Witness

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Witness

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Guarantor)