Counter-Indemnity

To: The Toronto Dominion Bank
Global Trade Finance

Re: Your _____ Guarantee

Beneficiary: _____

Amount: _____

Dear Sirs:

We hereby authorize and request you to give the Credit, Guarantee, Bond or Obligation annexed (hereinafter called the "Credit") and, in consideration of your so doing, we hereby undertake and agree to indemnify you for each payment you make thereunder to or for the account of the Beneficiary.

You are hereby authorized to debit our account i) quarterly in advance with your fee equal to the greater of ___ % per annum of the total amount of this credit or $_____, and ii) any amount paid by you thereunder. We further authorize you to debit our account with the amount of your charges or expenses, including those of the Correspondents, incurred in connection therewith. Furthermore, we agree to indemnify and save you, your successors and assigns, harmless from and against any and all losses, costs, damages, or expenses, including legal fees, which you may credit or incur in any manner whatsoever by reason of you giving the Credit.

It is understood and agreed that any demand or request made upon you for payment under the Credit by the Beneficiary will be your sufficient authority to pay thereunder and you shall not be required to determine the validity or sufficiency of such demand or request.

We acknowledge that notwithstanding any expiry date(s) in the said Credit, we are not discharged from this our undertaking to you until receipt of your advice that you have been formally discharged from your responsibilities by your Correspondents.

The Customer expressly requires that this document and all document accessory thereto be drawn up in English and the bank, because of the Customer's requirement and by making such document available to the Customer in the English language, expresses the same requirement.

Dated at _____ this _____ day of _____, _____.

_____ (Company Name)

_____

Signatures of Authorized Signatories of above Company