

UNDERTAKING AND INDEMNITY

TO: Libro Credit Union Limited (the "Lender")

RE: [] (the "Borrower") and guaranteed
by [] (jointly and severally the
"Guarantors") - Pursuant to a Letter of Commitment dated [],
(the "Commitment Letter")

In consideration of the Lender advancing under its Commitment Letter regarding the above, and in the knowledge and expectation that the Lender will rely hereon, the undersigned hereby jointly and severally represent and warrant to the Lender, as of the date hereof (and as of the date of each advance of funds as if such representations and warranties were remade on each such date) that none of the undersigned, nor to the best knowledge of any of the undersigned has any other person, has ever caused or permitted any Hazardous Material (as hereinafter defined) to be placed, held, located or disposed of, on, under or at the Property (as hereinafter defined), that the business of the Borrower and its assets are operated in compliance with applicable laws intended to protect the environment (including, without limitation laws respecting the disposal or emission of Hazardous Materials) and that no enforcement actions in respect thereof are threatened or pending. The undersigned covenant to continue to so operate and permit the Lender to conduct inspections and appraisals of all or any of its records, business and assets at any time and from time to time to ensure such compliance.

The undersigned hereby jointly and severally undertake to complete all requirements of the Commitment Letter relating to environmental matters, promptly as requested by the Lender from time to time.

The undersigned further hereby jointly and severally indemnify the Lender, its officers, directors, employees, agents and its shareholders and agrees to hold each of them harmless from and against any and all losses, liabilities, damages, costs, expenses and claims of any and every kind whatsoever, including, without limitation:

(i) the costs of defending and/or counterclaiming or claiming over against third parties in respect of any action or matter; and

(ii) any cost, liability or damage arising out of a settlement of any action entered into by the Lender with or without the consent of the undersigned which at any time or from time to time may be paid, incurred or asserted against, any of them for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the Property or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material;

and the provisions, undertakings and indemnification set out in this undertaking and indemnity shall survive the satisfaction and release of the security for, and payment and satisfaction of the indebtedness and liability of the Borrower to the Lender pursuant to the Commitment Letter. For the purposes of this undertaking and indemnification,

(i) "Hazardous Material" means any hazardous substance or any pollutant or contaminant, toxic or dangerous waste, substance or material (including, without limitation, asbestos and poly-chlorinated biphenyls); and

(ii) "Property" means the property legally described as the following:

[_____]

Municipally known as [_____]

the development, acquisition or use of which is facilitated by the credit established under the Commitment Letter or any property constituting security for or upon which a levy or execution or other process is taken to wholly or partially satisfy the indebtedness and liability of the undersigned under the Commitment Letter.

[Signature page follows]

DATED this _____ day of _____, _____.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

We have authority to bind the Corporation.

Witness

[individual guarantors]

Name of Corporate Guarantors

Name of Corporate Guarantors

Per: _____
Name: _____
Title: _____
I have authority to bind the corporation.

Per: _____
Name: _____
Title: _____
I have authority to bind the corporation.