

/HEREAS on or about the 22nd day of September, in the year 2006.

Vancouver City Savings Credit Union ("VanCity")

Delete clauses which DO NOT apply

- A. issued to _____ (the "Indemnitor") as money order (the "Instrument") in favour of _____ for the sum of _____ (\$ _____) Dollars and bearing number _____
- B. issued to Frank H Rothkamm (the "Indemnitor") as draft (the "Instrument") drawn by VanCity on itself and payable to Frank H Rothkamm for the sum of one thousand ninety and seventy four USD. (\$ 1090.74 USD.) Dollars
- C. accepted a bill of exchange (the "Instrument") drawn by _____ (the "Indemnitor") on VanCity on itself and payable to _____ for the sum of _____ (\$ _____) Dollars
- D. issued to _____ (the "Indemnitor") a Term Deposit Receipt (the "Instrument") for the sum of _____ (\$ _____) Dollars and bearing number _____

AND WHEREAS the Indemnitor certifies and declares that the Instrument has been lost or destroyed and has requested that VanCity:

Delete clauses which DO NOT apply

- A. issue a duplicate Instrument to replace the Instrument;
- B. ~~accept a duplicate Instrument to replace the Instrument;~~
- C. ~~pay to the Indemnitor the amount of the Instrument;~~

which VanCity has agreed to do on the condition that the Indemnitor indemnify VanCity.

IN CONSIDERATION of VanCity

Delete clauses which DO NOT apply

- A. issuing a duplicate Instrument to replace the Instrument;
- B. ~~accepting a duplicate Instrument to replace the Instrument;~~
- C. ~~paying to the Indemnitor the amount of the Instrument;~~

the Indemnitor agrees with VanCity that the Indemnitor, their heirs, executors, administrators, successors and assigns, will at all times and from time to time save harmless and keep indemnified VanCity, its successors and assigns and its property, both real and personal, from and against all claims and demands upon and in respect of the Instrument and from and against all actions, suits and other proceedings whatsoever which may at any time hereafter be brought or prosecuted against VanCity upon or in respect of the Instrument and also from and against all costs, damages, interests, charges and expenses which it, its successors or assigns may bear or incur by reason of any such claim, suit, action or other proceeding in respect of the Instrument.

THE INDEMNITOR hereby authorize VanCity to withdraw from any and all accounts of the Indemnitor with VanCity sufficient moneys to satisfy any and all amounts that the Indemnitor, their heirs, executors, administrators and assigns may be or become liable for hereunder.

WHEREVER the singular or plural is used throughout this Indemnity, the same shall be construed as meaning the masculine or feminine or body corporate where the context so requires and if the Indemnitor is more than one person every covenant to be observed or performed by the Indemnitor shall be read and construed as joint and several.

IN WITNESS WHEREOF the Indemnitor has executed these presents under seal the 22nd day of September, in the year 2006, at British Columbia.

☒ If the Indemnitor is an Individual

X
Signature of Witness

Address

Occupation

X
Signature of Indemnitor

☐ If the Indemnitor is a Corporation

SIGNED, SEALED & DELIVERED
by the Indemnitor in the presence of:

X
Signature(s) of person(s) in whose presence seal was affixed

X
Signature(s) of person(s) in whose presence seal was affixed

(SEAL)