

STRONGHOLD

INSURANCE COMPANY, INCORPORATED

INDEMNITY AGREEMENT

The undersigned _____ hereby jointly and severally request the STRONGHOLD INSURANCE COMPANY, INC., a corporation duly organized and existing under and by virtue of the laws of the Philippines with head office at Makati, Philippines hereinafter called the COMPANY, to become and act as surety upon a _____ in the sum of _____ (P_____) Pesos, Philippine Currency, on behalf of said principal and in favor of _____ dated _____ a copy of which is hereto attached and made an integral part hereof:

In consideration of the COMPANY agreeing to act as such surety the undersigned, jointly and severally bind themselves in favor of the COMPANY in the following terms:

1) PREMIUM : - To pay to the COMPANY in advance or on demand, in addition to the cost of documentary stamps, the sum of _____ (P_____) as premium for each period of _____ months of fraction thereof, while the aforesaid _____ be in force, inclusive of any renewal expression or substitution of the same until duly cancelled. The undersigned hereby expressly waive notice of acceptance and approval hereof and of any such renewal, execution or substitution:

2) INDEMNITY : - To indemnify the COMPANY upon its demand and keep it indemnified for and to hold and save it harmless from and against any and all payments, damages, costs, losses, penalties, charges and expenses or whatsoever kind and nature which the COMPANY as such surety shall or may, at any time make sustain incur and/or suffer or for which it has or may become liable to the obligee and to pay an additional amount as attorney's fees equal to 20% of the amount due to the COMPANY by virtue hereof which in no case shall be less than P200,000; and which shall be payable whether or not the case be extrajudicially settled, it being understood that demand made upon anyone of the undersigned herein is admitted as demand made on all of the signatories hereof.

In case of confiscation of the bond, the indemnitors shall pay the sum of Fifty (P50.00) pesos a day to the company until the order of forfeiture is lifted and/or the bond is cancelled.

3) ACCRUAL OF ACTION : - Notwithstanding the provisions of the next preceding paragraph, where the obligation involves a liquidated amount for the payment of which the COMPANY has become legally liable under the terms of the obligation and its suretyship undertaking, or by the demand of the obligee or otherwise and the latter has merely allowed the COMPANY a term of extension for payment of the latter's demand the full amount necessary to discharge the COMPANY'S aforesaid liability irrespective of whether or not payment has actually been made by the COMPANY the COMPANY for the protection of its interest may forthwith proceed against the undersigned or either of them by court action or otherwise to enforce payment, even prior to making payment to the obligee which may hereafter be done by the COMPANY.

4) INTEREST ON AMOUNT PAID BY OR DUE THE COMPANY : - Any and all sums of money so paid by the COMPANY, or for which the COMPANY shall be liable or pay, or which may be due the COMPANY by virtue hereof shall bear interest at the rate of 12% per annum from date of payment, or from the date when the liability to the COMPANY to pay accrued, which interest shall be accumulated and added to principal quarterly and shall earn interest at the same rate.

5) INCONTESTABILITY AND PROOF OF LIABILITY CLAUSE : - Where the COMPANY has made payment or disbursement as herein above contemplated, in the belief that the COMPANY was obliged to make the same or that it was necessary and expedient to do so, or that the payment was made in order to minimize the extent and amount of liability or to forestall court action against its principal and/or itself, the fact of such payment or disbursement and the amount thereof shall be incontestable and the undersigned unconditionally accept liability therefor. The receipts or other instruments evidencing such payment or disbursement shall be conclusive proof if both the fact of such payment, and the date and amount thereof.

6) VENUE : - Any action arising for any purpose by virtue of this indemnity agreement shall be brought before the courts of the City of Makati having competent jurisdiction, any other venue being hereby expressly waived.

7) SECURITY : - On demand by the COMPANY, the undersigned jointly and severally shall execute and deliver to the COMPANY any surety and guaranty the COMPANY may require to guarantee compliance with the obligations of the undersigned herein assumed. The expenses for the execution and registration of the corresponding security and guaranty documents shall be exclusively for the account of the undersigned jointly and severally. The undersigned furthermore undertake that while this undertaking of indemnity is in force, no property belonging to the undersigned or either of them shall be disposed of or encumbered without the prior knowledge and consent of the COMPANY and any such disposal or encumbrance shall be deemed as made in fraud of the COMPANY unless sufficient if such property be left unencumbered to respond for the obligations herein contracted.

8) LIABILITY IN SOLIDUM : - It shall not be necessary for the COMPANY to bring suit against the principal upon his default, or to exhaust the property of the principal, but the liability hereunder of the undersigned indemnitors shall be joint and several and in solidum with that of the principal and the undersigned indemnitors likewise agree to be bound in solidum not only to the obligations herein secured but also to any renewal extension, substitution replacement, or novation if this obligation and without the necessity or executing another indemnity agreement for the purpose.

9) RENEWAL OR EXTENSION: - In the event of any renewal, extension, substitution, modification, replacement or novation of the aforesaid _____ the provisions of this indemnity agreement shall be applicable and shall continue in force without the necessity of executing another indemnity agreement for the purpose, until cancellation or termination of the aforesaid _____.

10) RENEWALS, ALTERATIONS AND SUBSTITUTIONS: - The undersigned hereby empower and authorize the Company to grant or consent to be granting of any extension continuation, increase, replacement, modification, change, alteration and/or renewal of the original bond or promissory note herein referred to and to execute or consent to the execution of any substitution for said bond or promissory note with the same or different conditions and parties, and the undersigned hereby hold themselves jointly and severally liable to the company for the original bond or promissory note here inabove mentioned or for any extension, continuation, increase, modification, change, alteration, replacement; renewal or substitution thereof until the full amount including principal, interests, premiums, costs and other expenses due to the Company hereunder is fully paid up and further agree that this Indemnity Agreement shall operate as a continuing guaranty in favor of the Company for as long as the Principal obligation or any renewal extension, alteration, change, replacement, modification, novation or substitution thereof exists or remains outstanding.

11) EXTENSION OF INDEMNITY TO OTHER OBLIGATIONS: - The parties likewise agree that this Indemnity Agreement shall stand as collateral and security for such other obligations as shall or any of the undersign subsequently contract with the COMPANY provide that in such case the liability assumed by the undersigned shall not extent beyond the amount of P _____ over and above that in the transaction herein involved and provide further that, any and such terms and conditions as hereinabove agreed with respect to the present transaction, shall likewise be applicable where this agreement is made to extend to other subsequent transactions:

12) CANCELLATION BY THE COMPANY: - The COMPANY may, at any time, cancel the aforesaid _____ its renewals, extentions, substitutions, replacement or modifications subject to any liability hereunder of the undersigned accruing prior to the date of cancellation;

Executed at _____ Philippines, the _____ day of _____.

_____
Name	Address
_____
Name	Address
_____
Name	Address

SIGNED IN THE PRESENCE OF

A C K N O W L E D G M E N T

REPUBLIC OF THE PHILIPPINES

City of _____

In the _____ Philippines, this _____ day of _____ personally appeared before me

NAME	Res. Cert. No.	ISSUED	
		At	On

to me known to be the same persons who signed and executed the foregoing instrument and acknowledged before methat the same is their own voluntary act and deed.

In witness whereof I have hereunto set my hand and affixed my notarial seal at the place and date first above written.

Doc. No. _____
 Page _____
 Book _____
 Series of _____

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 NOTARY PUBLIC
 My Commission expires Dec. 31,