

CHUBB SURETY

436 Walnut Street, 10th Floor
Philadelphia, Pennsylvania 19107

General Agreement of Indemnity

This General Agreement of Indemnity (this "Agreement") is made and entered into by the undersigned (individually and collectively, the "INDEMNITORS") for the benefit of Federal Insurance Company and Westchester Fire Insurance Company, their respective direct and indirect subsidiaries, parent companies, and affiliates, whether in existence now or formed or acquired hereafter, co-sureties, fronting companies, companies which any of them may procure to issue or deliver any Bonds for, on behalf of or at the request of any of the Indemnitors, and reinsurers, and the successors and assigns of each of them (individually and collectively, the "SURETY"), for the purpose of indemnifying the SURETY from any and all loss, cost and expense in connection with any and all surety bonds, undertakings, guarantees and/or contractual obligations previously or hereafter executed, issued, procured, delivered or undertaken by the Surety, whether directly or as a result of any asset purchase, merger, acquisition or similar transaction, including any renewals, modifications and/or extensions thereof, for, on behalf of or at the request of: any of the Indemnitors, whether individually or jointly with others; any current or hereafter created or acquired subsidiary, affiliate, joint venture and/or other legal entity in which any of the INDEMNITORS has a substantial, material or beneficial interest; and/or any other party at the request of any of the INDEMNITORS (each a "Bond" and collectively "Bonds").

NOW THEREFORE, in consideration of the SURETY executing the Bonds, the INDEMNITORS agree that:

- 1. PREMIUMS & COLLATERAL FOR SURETYSHIP-**The INDEMNITORS shall pay or cause to be paid to the SURETY both the agreed premium and, upon written request by the SURETY at any time, collateral security for its suretyship until the INDEMNITORS shall furnish to the SURETY competent written evidence, satisfactory to the SURETY, of the termination of any past, present and future liability under any Bond. The INDEMNITORS expressly waive any right to interest which may be earned on the collateral security and further consents that the collateral security provided in consideration of suretyship may be held by the SURETY in any investment or depository that the SURETY in its sole discretion deems advisable and prudent. The Surety's election not to demand collateral now or at any time shall not operate as a waiver of the right to demand and receive such collateral at any time before liability has terminated under any Bond.
- 2. INDEMNITY & COLLATERAL FOR CLAIM-** The INDEMNITORS shall indemnify and save harmless the SURETY from and against any and all liability, claim, demand, loss, damages, expense, cost, attorney's fees and expenses, including without limitation, fees and disbursements of counsel incurred by the SURETY in any action or proceeding between the INDEMNITORS and the SURETY, or between the SURETY and any third party, which SURETY shall at any time incur by reason of its execution of any Bond or its payment of or its liability to pay any claim, irrespective of whether the claim is made against the SURETY as a joint or several obligor and whether the INDEMNITORS are then liable to make such payment, and to place the SURETY in funds to meet all of its liability under any Bond, promptly upon request and before the SURETY may be required to make any payment thereunder; and copy of the claim, demand, voucher or other evidence of the payment by the SURETY of any liability, claim, demand, loss, damage, expense, cost and attorney's fees, shall be prima facie evidence of the fact and amount of INDEMNITORS' liability to the SURETY under this Agreement. Any demand upon the SURETY by the Obligee shall be sufficient to conclude that a liability exists and the INDEMNITORS shall then place the SURETY with sufficient funds in a form and amount deemed acceptable in the SURETY'S sole discretion, as collateral security to cover the liability.
- 3. OTHER INDEMNITY --** The INDEMNITORS shall continue to remain bound under the terms of this Agreement even though the SURETY may have heretofore or hereafter, with or without notice to or knowledge of the INDEMNITORS, accepted or released other agreements of indemnity or collateral in connection with the execution or procurement of said Bonds, from the INDEMNITORS or others. The rights, powers and remedies given the SURETY under this Agreement shall be and are in addition to and not in lieu of, any and all other rights, powers and remedies which the SURETY may have

or acquire against the INDEMNITORS or others, whether by the terms of any agreement or by operation of law or otherwise.

4. **INVALIDITY**- In case any of the INDEMNITORS fail to execute this Agreement, or in case the execution hereof by any of the INDEMNITORS be defective or invalid for any reason, such failure, defect or invalidity shall not in any manner affect the validity of this Agreement or the liability hereunder of any of the INDEMNITORS executing the same, but each and every INDEMNITOR so executing shall be and remain full bound and liable hereunder to the same extent as if such failure, defect or invalidity had not existed.
5. **SURETIES** - All of the terms, provisions and conditions of this Agreement shall be extended to and for the benefit not only of the SURETY, either as a direct writing company or as a co-surety or reinsurer, but also for the benefit of any surety or insurance company or companies with which the SURETY may participate as a co-surety or reinsurer and also for the benefit of any other company which may execute any bond or bonds at the request of the SURETY on behalf of any of the Principals.
6. **DECLINE EXECUTION** - Unless otherwise specifically agreed in writing, the SURETY may decline to execute any bond and the INDEMNITORS shall make no claim to the contrary.
7. **CHANGES, WAIVER OF NOTICE** - The INDEMNITORS hereby waive notice of changes to the Bonds or the obligations covered by the Bonds , and agrees that any such changes will not affect INDEMNITORS' obligations under the terms of this Agreement. Such changes may include but are not limited to continuations, extensions or renewals of the Bonds, the execution of any substitute or substitutes therefore, with the same or different conditions, provisions and obligees with the same or larger or smaller penalties; it being expressly understood and agreed that the INDEMNITOR shall remain bound under the terms of this Agreement even though any such change does or might substantially increase the liability of the INDEMNITORS. The INDEMNITORS waive notice of the execution of Bonds, acceptance of this Agreement, default or other acts giving rise to a bond claim or liability of the SURETY under Bonds.
8. **TERMINATION** - This Agreement may be terminated by any of the INDEMNITORS upon twenty days' written notice sent by registered mail to the SURETY at its home office at Chubb Surety, WA10G, 436 Walnut Street, Philadelphia, Pennsylvania 19106-3703, but any such notice of termination shall not operate to modify, bar or discharge the INDEMNITOR as to the Bonds that may have been executed before the date on which such termination notice becomes effective.
9. **SEVERABILITY** - If any provision or provisions of this Agreement be declared void or unenforceable under any law governing its construction or enforcement, this Agreement shall not be void or vitiated thereby, but shall be construed and enforced with the same effect as though such provision or provisions were omitted.
10. **SPECIFIC PERFORMANCE** – The INDEMNITORS hereby represent and acknowledge that if any INDEMNITOR breaches its obligations set forth in paragraphs 1 or 2 of this Agreement, the SURETY will have no adequate remedy at law, will suffer irreparable harm, and shall be entitled to injunctive relief enforcing the terms of such paragraph, as well as a final decree, order or judgment granting SURETY specific performance of the terms of such paragraph.
11. **CHOICE OF LAW/FORUM** - It is mutually agreed that this Agreement is deemed made in the State of New York, regardless of the order in which the signatures of the parties shall have been affixed and shall be interpreted, and the rights and liabilities of the parties determined in accordance with the laws of the State of New York. INDEMNITORS agree that all actions or proceedings arising directly or indirectly from this Agreement shall be litigated only in courts having status within the State of New York, and consents to the personal jurisdiction and venue of any local, state or Federal Court located therein.
12. **JOINT/SEVERAL** - Each undersigned INDEMNITOR, its successors and assigns, is jointly and severally bound by the foregoing conditions of this Agreement.

13. PAY ON DEMAND BONDS – INDEMNITORS may request that SURETY, from time to time, execute Bonds which may require the SURETY to make payment to the Obligees of such Bonds upon such Obligees' demand ("Pay on Demand Bonds"). INDEMNITORS undertake and warrant that they will deposit cash with the SURETY in such amount and form as demanded by the SURETY within 5 business days following receipt of a written demand from the SURETY stating that it has received a claim on one or more such Pay On Demand Bonds.

14. FACSIMILE – This Agreement bearing the signature of the INDEMNITORS shall be valid, effective and enforceable whether received by the Surety as an original, digital or scanned image, or as a facsimile transmission.

IN WITNESS WHEREOF, INDEMNITOR has signed this Agreement this _____ day of _____, 20____.

(Full Name & Address of Indemnitor)

Address: _____

Tax ID: _____

Attest: _____

By: _____

CORPORATE ACKNOWLEDGMENT

State of _____

County of _____ ss:

On this _____ day of _____, 20____, before me personally came to me known, who being by me duly sworn, deposed and says that he/she is the _____ of _____, the corporation described in and which executed the foregoing Agreement; that he/she knows the seal of the said corporation; that the seal affixed to the said Agreement is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/ her name thereto by like order.

SEE ATTACHED CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

(Signature of Notary Public)

My commission expires _____