

GENERAL AGREEMENT OF INDEMNITY

Chubb Surety 436 Walnut Street, 10th Floor Philadelphia, PA 19106

THE UNDERSIGNED Indemnitors make this Agreement for the benefit of the Surety, to protect Surety from any loss, cost, or expense in connection with the execution or issuance of any Bond or Bonds at the request of the Indemnitors or their affiliates.

- 1. **IMPORTANCE OF AGREEMENT** Indemnitors acknowledge that this Agreement imposes significant obligations on them, including the obligation to pay money to the Surety on demand at any time. Indemnitors acknowledge that they have had the opportunity to consult with an attorney of their choosing or to seek any other form of advice or guidance before signing this Agreement.
- 2. **DEFINITIONS**. All capitalized terms used in this Agreement shall have the meanings given them herein.

Bond means any surety bond, guarantee, or other written obligation or renewals, amendments, or extensions thereof executed or procured by the Surety for or at the request of the Indemnitors, their owners, or any affiliate or subsidiary of Indemnitors.

Indemnitors means the individual or legal persons executing this Agreement and intending to be bound by every one of its terms.

Loss and Expense means each and every claim, loss, cost or expense paid or incurred by the Surety as a result of issuing one or more Bonds, including any pecuniary loss relating to: the payment, investigation or adjustment of any claim; the enforcement of this Agreement; the obtaining of a release of the Surety's obligation under a Bond; attorney's fees incurred in litigation or dispute resolution of any matter relating to a Bond or this Agreement; and any other cost arising from the issuance of a Bond.

<u>Surety</u> means Westchester Fire Insurance Company, Federal Insurance Company, and any of their present or future affiliates, subsidiaries, or parent companies, as well as any reinsurer or co-surety of any Bond.

- 3. **COLLATERAL** The Indemnitors agree that they shall, upon the Surety's written demand, promptly deposit with the Surety collateral in a form and an amount determined by the Surety, in its sole discretion, necessary to protect it from harm, regardless of whether the Surety shall have received a claim or demand relating to a Bond.
- 4. **INDEMNITY** The Indemnitors agree that they shall at all times indemnify, exonerate, and hold harmless the Surety from any and all Loss and Expense the Surety may pay, incur, or sustain in the good faith belief of its necessity.
- 5. **PREMIUMS** The Indemnitors agree to pay all premiums charged by the Surety until the Surety is provided written conclusive proof of the Surety's release from liability on the Bonds. The adequacy of the proof shall be determined by the Surety, in its sole discretion.
- 6. **PROOF OF RIGHT TO INDEMNITY** The Indemnitors agree that a sworn itemized statement of the Surety's Loss and Expense shall be prima facie evidence of such Loss and Expense, and the Surety's right to indemnity therefor.
- 7. **BOOKS AND RECORDS** The Indemnitors agree that the Surety shall at all times be entitled to receive requested information, and, upon notice, inspect the records of the Indemnitors relating to Indemnitors' ability to discharge any obligations underlying the Bonds.
- 8. **CREDIT REPORTS** The Indemnitors agree that the Surety shall be authorized and permitted to obtain credit reports regarding any of the Indemnitors until the Surety shall have been released from its liability under each and every Bond.
- 9. **DECLINE TO EXECUTE** The Indemnitors agree that the Surety has the unrestricted right to decline to execute any Bond and shall not be liable to the Indemnitors for any consequence of any such declination.
- 10. **CHANGES AND NOTICE** The Indemnitors waive notice of any change in the Bonds, notice of the execution of any Bond, and notice of any claims. The Indemnitors' obligations in this Agreement shall not be diminished or excused by any such change or lack of notice.
- 11. **JOINT AND SEVERAL** The liability of the Indemnitors under this Agreement is joint and several.
- 12. FACSIMILE A digital image, copy, printout, or fax of this Agreement shall have the full force, validity, and enforceability of an original.
- 13. **OTHER INDEMNITY** The obligations undertaken by the Indemnitors in this Agreement are in addition to and not in lieu of any other obligations to the Surety's decision to release or the termination of the indemnity of any one Indemnitor shall not operate as a release of any other Indemnitor's obligations under this Agreement.

NESS WHEREOF, Indemnitors hereund	day of	, 20		
ate Indemnity:				
	Witness:			
Authorized signature on behalf of the corporation		Witness Signature		
Print Name, Title		Print Name, Title		
Σ				
	Witness:			
Authorized signature on behalf of the corporation		Witness Signature		
Print Name, Title	_	Print Name, Title		
	Authorized signature on behalf of the corporation Print Name, Title Authorized signature on behalf of the corporation	Authorized signature on behalf of the corporation Print Name, Title S: Authorized signature on behalf of the corporation Witness:	Authorized signature on behalf of the corporation Print Name, Title Print Name, Title Witness Signature Witness Signature Witness Signature	Authorized signature on behalf of the corporation Print Name, Title Print Name, Title Witness Signature Print Name, Title Witness: Witness Signature Witness:

Address:



CORPORATE NOTARY ACKNOWLEDGMENT

Chubb Surety 436 Walnut Street, 10th Floor Philadelphia, PA 19106

State of _					•
County of	f	SS:			
Agreeme		poration; that the se	eal affixed to	o the said Agreement is such co	to me known, who being by me ed in and which executed the foregoing orporate seal; that it was so affixed by the
				My commission expires	
	(Signature of Notary Public)				
		CORPORATE	NOTARY A	ACKNOWLEDGMENT	
State of _					
County of	·	ss:			
Agreeme		poration; that the se	eal affixed t	o the said Agreement is such co	to me known, who being by me ed in and which executed the foregoing orporate seal; that it was so affixed by the
				My commission expires	
	(Signature of Notary Public)				
Personal	Indemnity:				
Ву:			Witness:		
Бу	Authorized signature on behalf of the corporation		Williess.	Witness Signature	
Address:	Print Name, Title			Print Name, Title	
Ву:			Witness:		
Бу	Authorized signature on behalf of the corporation		williess.	Witness Signature	
	Print Name, Title			Print Name, Title	
Address:					
		INDIVIDUAL I	NOTARY A	CKNOWLEDGMENT	
State of _			County o	f	SS:
	On this to me kn	day of		, 20	, before me personally came
foregoing	Agreement. to me kn	own, who being by	me duly sw	orn says that he/she is the pers	on described in and who executed the
				My commission expires	
	(Signature of Notary Public)				
		INDIVIDUAL I	NOTARY A	CKNOWLEDGMENT	
State of _		-	County o	f	ss:
	On this to me kn	day of		, 20	, before me personally came
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