



GENERAL AGREEMENT OF INDEMNITY

This Agreement is made and entered into as of the _____ day of _____, 20____, by the undersigned (individually and collectively, the "Indemnitors") for the benefit of FEDERAL INSURANCE COMPANY and its subsidiaries, affiliates, co-sureties, fronting companies, and/or reinsurers and their successors and assigns, whether in existence now or formed hereafter (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, or undertaken by the Surety, whether directly or as a result of any asset purchase, merger, acquisition, or similar transaction, including renewals and extensions thereof (each a "Bond" and collectively "Bonds"), for or on behalf 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 third party at the request of any of the Indemnitors.

As an inducement to the Surety and in consideration of the Surety's execution of or delivery of one or more Bonds, the Surety's refraining from canceling one or more Bonds, and/or the Surety's assumption of one or more Bonds and for other good and valuable consideration, the Indemnitors jointly and severally agree with the Surety as follows:

1. To promptly pay all initial and renewal premiums due for any Bonds, at the current rate charged by the Surety, until the Surety has been provided satisfactory evidence, in its sole discretion, that it has been fully released of liability under such Bonds.
2. To indemnify, exonerate, and save the Surety harmless from and against every claim, loss, damage, demand, liability, cost, charge, bond premium, suit, judgment, attorneys' fees, and reasonable expense that the Surety incurs in consequence of having obligations in connection with any Bonds ("Losses"). Expense includes, but is not limited to: (a) the cost incurred by reason of making any investigation in connection with any Bonds or this Agreement; (b) the cost of procuring or attempting to procure release from any Bonds, including the defense of any action brought in connection therewith; and (c) the cost incurred in bringing suit to enforce this Agreement against any of the Indemnitors. Payments of amounts due the Surety hereunder, including interest, shall be made immediately upon the Surety's demand. Vouchers, affidavits, or other evidence of payment by the Surety shall be prima facie evidence of the Indemnitors' liability for any such Losses.
3. To promptly deposit upon the Surety's demand an amount of money sufficient to fund liability asserted against the Surety and/or to fund any reserve that the Surety may, in its sole discretion, establish in anticipation of incurring Losses. Such funds will be used by the Surety to pay Losses or may be held by the Surety as collateral against potential future Losses. Any funds remaining after the Indemnitors' settlement or payment of all Losses will be returned to the Indemnitors within thirty (30) days from the date of the Indemnitors' settlement or payment of the Losses.
4. The Surety has the right, in its sole and absolute discretion, to pay, settle, or compromise any claim or pay any Losses under any Bonds. The Surety's decision shall be final, binding, and conclusive upon the Indemnitors.
5. If the Surety (a) receives any claim under any Bond or (b) establishes, in its sole discretion, any reserve in anticipation of incurring Losses, the Indemnitors will provide the Surety or its designees free access to all records of the Indemnitors (including, but not limited to, books, papers, records, documents, accounts, and electronically stored information), for the purpose of examining and copying, until the Surety has been provided satisfactory evidence, in its sole but reasonable discretion, that it has been fully released of liability under all Bonds. The Indemnitors expressly authorize the Surety to access their credit reports and financial records, including, but not limited to, account numbers, account balances, and account activity from financial institutions and other third parties. The Indemnitors hereby authorize such financial institutions and other third parties to disclose all such information to the Surety as the Surety may request.
6. The Indemnitors constitute, appoint, and designate the Surety as their attorney-in-fact with the right, but not the obligation, to exercise all rights of the Indemnitors assigned or granted to the Surety and to execute and deliver any other assignments or documents deemed necessary by the Surety to exercise its rights under this Agreement in the name of the Indemnitors.
7. The Indemnitors shall have no rights of indemnity, contribution, or right to seek collection of any other outstanding obligation against any of the other Indemnitors and hereby expressly waive all such rights until the Indemnitors' obligations under this Agreement have been satisfied, in the Surety's sole discretion.
8. The Indemnitors acknowledge that the Surety may share any information relevant to underwriting the risk of any and all Bonds with co-sureties, fronting companies, and/or reinsurers. Surety shall not share such information unless the intended recipient shall agree to maintain non-public information in confidence.
9. The Surety may decline to execute, procure, extend, or renew any bond or other undertaking requested by the Indemnitors and may cancel or terminate any Bond without incurring any liability whatsoever to the Indemnitors or otherwise impairing its rights, however derived.

10. The obligations of the Indemnitors under this Agreement shall not be affected by: (a) the Surety's failure to execute procure, extend, or renew any bond or other undertaking; (b) the Surety's failure to consent to changes in any Bonds or any contract or obligation secured thereby; (c) the Surety's cancellation of any Bonds; (d) the Surety's execution of any agreement to take collateral or return collateral; (e) the Surety's execution or release of any other security agreement; (f) the Surety's execution or release of any other indemnity agreement; and/or (g) the Surety's termination, release, or limitation of any other the Indemnitors' obligations under this Agreement.
11. The Indemnitors shall be in default of this Agreement if any of them: (a) breach any provision of this Agreement and/or (b) make representations to the Surety by or on behalf of any of the Indemnitors that prove to have been materially false or misleading when made.
12. If any provision or portion of this Agreement shall be unenforceable, this Agreement shall not be void, but shall be construed and enforced with the same effect as though such provision or portion were omitted. This Agreement is in addition to and not in lieu of any other agreement relating to the obligations described herein. It is not intended to substitute, replace, alter, or effect a novation of any other agreement that may pertain to the obligations related to any of the Bonds. The Surety's rights under this Agreement shall be deemed to be cumulative with and in addition to all other rights of the Surety, however derived. This Agreement shall be liberally construed so as to protect, exonerate, hold harmless, and indemnify the Surety.
13. Separate suits may be brought hereunder as causes of action accrue, and the bringing of suits or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising. Each Indemnitor is the agent of all the Indemnitors for the purpose of: (a) service of process in the jurisdiction in which the Indemnitor being served resides, is domiciled, is doing business, or is found; or (b) accepting service of any notification, demand, or claim from the Surety hereunder.
14. The Indemnitors acknowledge that their obligations under this Agreement remain for Bonds executed for entities that it may sell, dissolve, or otherwise dispose of in the future.
15. This Agreement may be terminated as to any of the Indemnitors. Termination will become effective thirty (30) days after receipt by the Surety of a written termination notice sent to each of the following addresses:

Chubb & Son, a division of
 Federal Insurance Company
 15 Mountain View Road
 Warren, New Jersey 07061-1615
 Attn: Surety Department

Copy to: Chubb & Son, a division of
 Federal Insurance Company
 82 Hopmeadow Street
 Simsbury, Connecticut 06070-7683
 Attn: Surety Department

The termination shall not be effective as to any Bonds that the Surety executed or procured, or committed to execute or procure, prior to the effective date of the termination.

16. There shall be no waiver, modification, or change of the terms of this Agreement by any employee or agent of the Surety, by any broker of the Surety or the Indemnitors, or by any other person without the written approval of an officer of the Surety.
17. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The Indemnitors hereby acknowledge that the failure of any one of them to execute this Agreement shall not in any way affect the validity or enforceability of this Agreement as to those Indemnitors who have executed this Agreement.
18. The Indemnitors represent to the Surety that they have a substantial, material, and/or beneficial interest in the obtaining of Bonds by any of the Indemnitors and in the transaction(s) for which any of the other Indemnitors has applied or will apply to the Surety for Bonds pursuant to this Agreement. The Indemnitors represent that they have the full power and authority to execute, deliver, and perform this Agreement and to carry out the obligations stated herein. The Indemnitors further represent and warrant that their execution, delivery, and performance of this Agreement does not and will not conflict with, constitute a default under, or result in a breach or violation of their respective organizational documents, any law, governmental rule, regulation, order, writ, injunction, judgment, or decree of any court or governmental authority, or any other agreement applicable to or binding upon the Indemnitors.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, this Agreement is executed by the parties to be effective on the date first set forth above.

Sign below if the Indemnitor is a corporation:

Each of the undersigned hereby affirms to the Surety that he or she is a secretary or a duly authorized officer of the corporation that enters into this Agreement as an Indemnitor. In such capacity the undersigned is familiar with all of the documents that set forth and establish the rights that govern the affairs, power, and authority of such corporation, including its certificate or articles of incorporation, bylaws, and resolutions. Having reviewed all such applicable documents and instruments and such other facts as deemed appropriate, the undersigned hereby affirms that such corporation has the power and authority to enter into this Agreement and that the individual executing this Agreement on behalf of such corporation is duly authorized to do so.

Indemnitor: _____ Print or type Corporate Address on lines below: _____
Federal Tax ID: _____

SIGNATURE No. 1:

By: _____ (Seal)
(Signature of Authorized Officer)

(Print or type Name and Title)

On this _____ day of _____, 20____, before me personally appeared _____, known or proven to me to be the _____ of _____, the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that he/she executed said instrument by authority of the Board of Directors of said corporation.

ACKNOWLEDGEMENT: STATE OF _____ COUNTY OF _____

(Seal)
Notary Public

My commission expires: _____

SIGNATURE No. 2:

By: _____ (Seal)
(Signature of Authorized Officer)

(Print or type Name and Title)

On this _____ day of _____, 20____, before me personally appeared _____, known or proven to me to be the _____ of _____, the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that he/she executed said instrument by authority of the Board of Directors of said corporation.

ACKNOWLEDGEMENT: STATE OF _____ COUNTY OF _____

(Seal)
Notary Public

My commission expires: _____