

THE SERVICE INSURANCE COMPANY, INC.
80 MAIN STREET, SUITE 330, WEST ORANGE, NJ 07052
(d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC)
Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.)
Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.)

INDEMNITY AGREEMENT – READ CAREFULLY

We, the Indemnitor(s), together with the Principal(s) named below (individually and collectively and including the Principal(s), the “*Undersigned*”), jointly and severally hereby request, have requested and/or will request The Service Insurance Company, Inc. as Surety (“*Surety*”) to execute or procure Bond(s) in a Suretyship relationship and hereby undertake and agree as follows:

1. DEFINITIONS: The following terms, when capitalized in this Agreement have the meanings set forth herein:

Bond: Any contractual obligation, undertaking, or guarantee undertaken by Surety for Principal, before or after the date of this Agreement, and any renewal, alteration, modification or extension of said obligation.

Contract: Any agreement or other undertaking by Principal, the performance of which is bonded by Surety and all extensions, modifications and renewals thereof, whether made before or after the date of this Agreement, and all agreements between the Undersigned and Surety.

Indemnitor: All persons executing this Agreement with the Surety, including the Principal(s).

Principal: Each person or entity set forth below as Principal or any one or combination thereof, or their successors in interest, whether alone or in joint venture with others named herein or not.

Surety: The Service Insurance Company, Inc. and any of its reinsurers or co-sureties, together with any of their respective present or future direct or indirect parent companies, affiliates or subsidiaries, and/or any of the aforementioned entities' successors or assigns.

Suretyship: Suretyship is a contract in which one party guarantees another party's performance or obligation to a third party. The Principal is the party who bears the primary responsibility for a bonded obligation and who has the duty to perform or fulfill for the Obligee's benefit. The Obligee is the party to whom a Bond runs in favor of and who is protected against certain types of loss up to the limits of the Bond. The Surety is obligated to perform or fulfill the obligation in the event of the Principal's failure or to pay certain sums up to the limits of the Bond and the Principal must pay the Surety for any losses it incurs, as must the Indemnitors. Surety is a form of credit much like bankers extend credit in the form of dollars loaned or as a commitment to loan. Bankers granting loans fully expect to have the loans repaid and the same applies to Suretyship where the Surety expects to be repaid for any losses. Suretyship is not an insurance policy for the benefit of the Principal but acts as or like a loan which the Principal agrees to repay.

Undersigned: Each Indemnitor, including a Principal who executes or who is designated by Principal as a signator of this Agreement.

2. REPRESENTATIONS OF FACT: As an inducement to Surety to issue the Bond(s), the Undersigned each make the following representations of fact, promises and agreements:

a. Indemnitors have a substantial, material and beneficial interest (a) in the obtaining of Bond(s) by the Principal and (b) in the transaction(s) for which any other Indemnitor has applied or will apply to Surety for Bond(s) pursuant to this Agreement of Indemnity (hereinafter referred to as this "Agreement.") It is understood that the purpose of this Agreement is to induce Surety to furnish Bond(s); however, Surety is under no obligation to furnish Bond(s) to the Principal.

b. The Undersigned has the full power and authority to execute, deliver and perform this Agreement and to carry out the obligations stated herein. The Undersigned further acknowledges and agrees that (a) the execution, delivery and performance of this Agreement by them, (b) the compliance with the terms and provisions hereof, and (c) the carrying out of the obligations contemplated herein, do not, and will not, conflict with and will not result in a breach or violation of any terms, conditions or provisions of the charter documents or bylaws of such Undersigned, or any law, governmental rule or regulation, or any applicable

order, writ, injunction, judgment or decree of any court or governmental authority against the Undersigned, or any other agreement binding upon the Undersigned, or constitute a default thereunder.

c. All financial and other information provided by the Undersigned to the Surety is true, accurate and complete and does not fail to fairly represent their respective history, financial condition or the material aspects of a Contract by material misstatements or omissions as of the time the Bond(s) is issued by Surety.

3. **SCOPE.** This Agreement shall apply to any and all Bond(s) furnished as follows:

a. If Surety executes the Bond(s), procures the execution of Bond(s) by other sureties, executes Bond(s) with co-sureties and/or obtains reinsurance for or on behalf of any or all of the following:

(1) One, some or all of the Undersigned; (2) Any joint venture or other form of common enterprise in which an Indemnitor was a member at the time the Bond(s) were furnished; (3) Any present or future affiliate and/or subsidiary of the Undersigned; (4) Any third party at the request the Undersigned, their subsidiaries and/or affiliates.

b. The validity and effect of this Agreement shall not be impaired by, and Surety shall incur no liability on account of, and Indemnitors need not be notified of:

(1) Surety's failure or refusal to furnish Bond(s), including final Bond(s) where Surety has furnished a bid Bond(s); (2) Surety's consent or failure to consent to changes in the terms and provisions of any Bond(s), or the obligation or performance secured by any Bond(s); (3) The taking, failing to take, or release of security, collateral, assignment, indemnity agreements and the like, as to any Bond(s); (4) The release by Surety, on terms satisfactory to it, of any of the Undersigned; or (5) Information which may come to the attention of Surety which affects or might affect its rights and liabilities or those of any of the Undersigned.

c. The validity and effect of this Agreement shall not be impaired by, and Surety shall incur no liability on account of the cancellation or termination of any Bond(s).

4. **PROMISES AND AGREEMENTS:** In consideration of the furnishing of any Bond(s), the forbearance or cancellation of any existing Bond(s) by Surety, the assumption of obligations by Surety of any Bond(s), and for other valuable consideration, the Undersigned hereby jointly and severally promise and agree as follows:

a. To pay all premiums for each Bond, as they fall due, until Surety has been provided with competent legal evidence satisfactory to it that the Bond(s) has been duly discharged.

b. To perform all the conditions of each Bond and Contract.

c. To promptly pay on demand, indemnify and save harmless Surety from and against any and all (1) demands, liabilities, losses, costs, damages or expenses of whatever nature or kind, including all fees of attorneys and all other expenses, including but not limited to costs and fees of investigation, adjustment of claims, procuring or attempting to procure the discharge of Bond(s) or its release from liability under said Bond(s), enforcement of any contract with Indemnitor, and in attempting to recover losses or expenses from the Undersigned, or third parties, whether or not Surety shall have paid out any or all of such sums, (2) amounts sufficient to discharge any claim made against Surety on any Bond(s), which amounts may be used by Surety to pay such claim, or may be held by Surety as collateral security against any loss on any Bond(s), (3) all costs and expenses incurred in prosecuting or defending any action arising out of or relating to this Agreement, including Surety's legal fees and costs.

d. To these ends (a-c), the Undersigned promise:

(1) To promptly reimburse Surety for all sums paid on account of such Loss and it is agreed that (a) originals or photocopies of claim drafts, or of payment records, kept in the ordinary course of business, including computer printouts, verified by affidavit or certification, shall be prima facie evidence of the fact and amount of such Loss, whether or not the Surety makes a mistake in making such payment(s) and (b) Surety shall be entitled to reimbursement for any and all disbursements made by it, under the belief that it was liable, or that such disbursement was necessary or expedient whether or not such liability, necessity or expedience existed.

(2) To deposit with Surety, on demand, the amount of any reserve against all Loss, claims, demands, liabilities, controversies, fees, costs, expenses, and disputes, in cash or in such other form as Surety may agree, which Surety is required, or deems it prudent to establish whether on account of an actual liability or one which is, or may be, asserted against it and whether or not any payment for such Loss has been made.

5. **RIGHTS OF SURETY.** In furtherance of the Indemnity hereunder:

a. Surety shall have the right in its sole discretion to determine whether any claims shall be paid, compromised, defended, prosecuted or appealed.

b. Surety shall have the right to incur such expenses in handling a claim as it deems necessary or advisable, including but not limited to the expense for investigation, accounting, engineering and legal services and Surety's good faith determination as to the necessity or advisability of any such expense shall be final and conclusive upon Indemnitor.

c. Surety shall have the foregoing rights, irrespective of the fact that the Undersigned may have assumed, or offered to assume, the defense of Surety upon such claim.

d. In any claim or suit hereunder, an itemized statement of the aforesaid loss and expense, sworn to by an officer of Surety, or the vouchers or other evidence of disbursement by Surety, shall be prima facie evidence of the fact and extent of the liability hereunder of the Undersigned.

e. Surety shall have the right, at its option and in its sole discretion, to decline execution of any Bond(s), including performance and payment Bond(s) when it has furnished a bid Bond(s) or has provided a "Consent to Surety" in connection with a bid. Surety may decline to execute any Bond(s) applied for, regardless of the bonding line, without incurring any liability whatever to the Undersigned. Further, the Undersigned waive any claims and rights based upon principles of promissory estoppel, detrimental reliance, negligent misrepresentation, breach of fiduciary relationship, and custom and usage that could affect Surety's absolute right to decline to write any Bond(s). Surety is not responsible for any loss, damage, or other injury that the Undersigned may allege to have sustained as a result of any declination of any Bond(s) request and/or execution of any Bond(s) or other document, or the refusal or rejection of such Bond(s) or other document by an Obligee, including any omission, mistake, or item of non-conformance in any Bond(s) or document, even if such omission, mistake, or non-conformance arises, in whole or in part, from the negligence of Surety.

f. Surety may consent to any changes or alterations in a Contract, without affecting the liability hereunder of the Undersigned.

g. Until Surety shall have been furnished with conclusive evidence of its discharge without loss from any Bond(s), and until Surety has been otherwise fully indemnified as hereunder provided, Surety shall have the right to free access to the books, records, and accounts of Indemnitor for the purpose of examining and copying them. The Undersigned hereby authorizes third parties, including, but not limited to depositories of funds of the Undersigned, to furnish to Surety any information requested by Surety. Surety may furnish any information, which it now has or may hereafter acquire concerning the Undersigned, to other persons, firms or entities for the purpose of procuring co-suretyship or reinsurance or of advising such persons, firms or entities as it may deem appropriate. Indemnitors hereby expressly authorize Surety to access credit records and to make such pertinent inquiries as may be necessary from third party sources for underwriting purposes, claim purposes and/or debt collection. A duplicate or facsimile copy or electronic reproduction of the original document shall have the same force and effect as the original.

h. The Surety may, at its option, file or record this Agreement or any other document executed by any or all of the Undersigned, individually or jointly, in connection with application, issuance or execution of any Bond(s) coming within the scope of this instrument, as a security agreement or as a part of a financing statement or as a notice of its prior interest and assignment of all present and future proceeds of the Contract and all personal property of the Undersigned under the provisions of the Uniform Commercial Code or any other statute, ordinance or regulation of any jurisdiction or agency, but that the filing or recording of such document shall be solely at the option of Surety and that the failure to do so shall not release or impair any of the obligations of Indemnitor under this Agreement, and, if not recorded, this Agreement shall nonetheless operate to impose a lien as against each of the Undersigned on all present and future Contract proceeds due and owing or to become due and owing to each of the

Undersigned under any contract, whether bonded by the Surety or not, and a lien on all property of each of the Undersigned to the fullest extent of any and all obligations of the Undersigned to the Surety.

k. Surety shall have the right to fill in any blanks left herein and to correct any errors in filling in any blanks herein.

l. Surety may reduce the amount of the Undersigned's liability to Surety by applying to such liability any money payable to Principal by Surety.

m. This Agreement is to be liberally construed so as to protect, exonerate, and indemnify Surety.

n. Surety shall have the right, in its sole discretion, (a) to deem this Agreement breached should any of the Undersigned become involved in any agreement or proceeding of liquidation, receivership, bankruptcy, insolvency or creditor assignment, whether voluntarily or involuntarily, or should any Indemnitor, if an individual, die, or be convicted of a felony, become a fugitive from justice, or for any reason disappear and cannot immediately be found by Surety by use of usual methods, and (b) to adjust, settle, compromise or defend any claim, demand, suit or judgment upon any Bond(s).

o. If Surety has or obtains collateral or letters of credit, Surety shall not have any obligation to release any collateral or letters of credit or turn over the proceeds thereof until it shall have received a written release in form and substance satisfactory to Surety with respect to each and every Bond. Any collateral or letters of credit provided to Surety by any Indemnitor or any third party, or the proceeds thereof, may be applied to any Loss.

6. DEFAULT OF A CONTRACT. The Undersigned shall be in Default with respect to a Contract if any of the following occur:

a. Principal or any Indemnitor breaches, abandons or repudiates any Contract.

b. Any beneficiary of a Bond or Oblige of a Contract declares Principal to be in default.

c. Principal fails to pay for any labor or materials when such payment is due.

d. Principal diverts or uses any Contract funds from one Contract to/for another prior to the complete discharge of Surety.

e. Principal or any Indemnitor breaches any provision of this Agreement or Contract with Surety.

f. Principal fails to remit premiums when due.

g. Principal or any Indemnitor becomes the subject of any agreement or proceedings, voluntary or involuntary, of liquidation, insolvency, bankruptcy, reorganization, receivership, trusteeship, or assignment for creditors or actually becomes insolvent.

h. Principal, if an individual, dies, is adjudged mentally incompetent, convicted of a felony, becomes a fugitive from justice or disappears and cannot be located without costly or extraordinary methods.

7. REMEDIES UPON DEFAULT OF A CONTRACT. In the event of Default of a Contract, Surety may at its option and sole discretion take any or all of the following actions, all of which are consented to by the Undersigned:

a. issue a stop payment directive to the Obligees on the outstanding bonded Contract, and direct that all payments which are or may have become due to Contractor thereafter be paid directly to Surety; and the Undersigned hereby agree and authorize the Oblige to comply with Surety's instructions to turn-over all such funds without further documentation;

b. assume the administration of any Contract and arrange for its completion;

c. take possession of and operate and use the Principal's equipment, materials and supplies at the site of the work or elsewhere, and utilize the same for completion of any Contract without liability for any rental for or liability for losses arising from such use;

d. enforce this Indemnity Agreement by directing all banking and brokerage institutions to pay over to the Surety all sums on deposit to the credit of, or for the benefit of, or in the name of the Undersigned or any of them, by

presentation of this Indemnity Agreement to it by Surety in the event of any default by the Undersigned or any of them;

- e. file an immediate suit to enforce any or all of the provisions of this Agreement; and,
- f. enter a confession of judgment against any or all of the Undersigned for any and all sums due under this Indemnity Agreement, together with attorney fees and costs of suit, without stay of execution, and the Undersigned each waive the issuing and service of process in connection therewith.

8. ASSIGNMENT. As security for the performance of all of the provisions of this Agreement each Indemnitor hereby:

a. assigns, transfers, pledges and conveys to Surety any and all claims of such Indemnitor against, or any sums due and owing to such Indemnitor by the Principal and (effective as of the date of each Bond) all rights in connection with any Contract, including but not limited to:

- (1) all subcontracts made in connection with a Contract and such subcontractors' Surety Bond(s);
- (2) all rights, title, and interest of Principal in and to all machinery, facilities, equipment, tools, materials or supplies which are used or required in connection with the Contract, including all materials ordered for the Contract, whether located at the site of the work under such Contract, or elsewhere;
- (3) all accounts receivable, including any and all sums due or which may thereafter become due under a Contract and all sums due or to become due on all other contracts, bonded or unbonded, in which any Indemnitor has an interest;
- (4) any and all real property owned by the Undersigned including, all fixtures; and
- (5) all rights arising out of insurance policies held by any the Undersigned, or of which any of the Undersigned is a beneficiary; and

b. agrees that all payments received for or on account of said Contract shall be held as a trust fund in which the Surety has an interest, for payment of obligations incurred in the performance of the Contract and for labor, materials, and services furnished in the prosecution of the work provided in said Contract or any authorized extension or modification thereof; and, further, it is expressly understood and declared that all monies due and to become due under Contract or Contracts covered by the Bond(s) are trust funds, whether in the possession of any of the Undersigned or otherwise, for the benefit of and for payment of all such obligations in connection with any such Contract or Contracts for which the Surety would be liable under any of said Bond(s), which said trust also inures to the benefit of the Surety for any liability or loss it may have sustained under any said Bond(s), and this Agreement and declaration shall also constitute notice of such trust. Each of the Undersigned further agree that Contract proceeds from any bonded Contract shall be maintained and segregated in an separate account apart from the general funds of any of the Undersigned. The Surety shall have the right at any time to examine and review such accounts in accordance with the purposes and intent of this Agreement. Each of the Undersigned agrees to and consents that all retainage and all sums which may be due under any Contract be paid directly to the Surety, at its request.

c. agrees that in the event of any breach of Contract (including this Agreement), payment claim/failure to pay subcontractors or other vendors on any job beyond normal payment terms, delay or default asserted by the Oblige on any Bond (s) or bonded project, or the Principal has been suspended or ceased work on any Contract or Contracts covered by any said Bond(s), or failed to pay obligations incurred in connection therewith, or in the event of the death, disappearance, Principal's conviction for a felony, imprisonment, incompetency, insolvency, or bankruptcy of the Principal, or the appointment of a receiver or trustee for the Principal, or the property of the Principal or in the event of an assignment for the benefit of creditors of the Principal, or if any action is taken by or against the Principal under or by virtue of the National Bankruptcy Act, or any similar bankruptcy law, or should reorganization or arrangement proceedings be filed by or against the Principal under said Act, or if any action is taken by or against the Principal under the insolvency laws of any state, possession, or territory of the United States the Surety shall have the right, at its option and in its sole discretion and is hereby authorized, with or without exercising any other right or option conferred upon it by law or in the terms of this Agreement, to take possession of any part or all of the work under any contract or contracts covered by any said Bond(s), and at the expense of the Undersigned to complete or arrange for the completion of the same, and the Undersigned shall promptly upon demand pay to the

Surety all losses, and expenses so incurred. Principal hereby gives notice to Oblige (project owner) at the Surety's request that all outstanding account payments are directed to the Surety, at the Surety's sole option.

9. POWER OF ATTORNEY. The Undersigned hereby irrevocably nominate, constitute, appoint and designate the Surety or its designee as their attorney-in-fact with the right but not the obligation, to exercise all of the rights assigned, transferred and set over to Surety by the Undersigned in this Agreement, and to make, execute and deliver any and all additional or other assignments, documents, instruments or papers, including but not limited to vouchers, releases, bills of sale, financing statements and schedules thereto and the endorsements of checks or other instruments representing payment of Contract monies, and any other document deemed necessary or appropriate by Surety to give full effect, not only to the intent and meaning of the within assignment, but also to the full protection intended to be herein given to the Surety under all other provisions of this Agreement. The Undersigned hereby ratifies and affirms all acts and actions taken and done by the Surety or its designee as attorney-in-fact. This power of attorney is irrevocable and is coupled with an interest and shall survive the subsequent disability or legal incapacity of any or all the Undersigned.

10. GENERAL PROVISIONS.

a. The obligations of the Indemnitor hereunder are joint and several. Surety may bring separate suits hereunder against any or all of the Undersigned as causes of action may accrue hereunder. Surety need not proceed first against the Principal. Repeated actions may be brought under this Agreement as breaches thereof may occur, without any former action operating as a bar to any subsequent action.

b. The Undersigned will, on request of Surety, procure the discharge of Surety from any Bond(s) and all liability by reason thereof.

c. the Undersigned warrants that each is specifically and beneficially interested in the obtaining of each Bond. To the extent a spousal signature to this Agreement is requested by Surety, the Undersigned hereby acknowledge that each has a substantial, material, beneficial interest in Principal obtaining the Bond(s) and that neither the Principal nor spouse independently satisfied Surety's credit standards. Further, the Undersigned hereby warrant the validity of the signatures of each other Indemnitor hereunder.

d. the Undersigned waives notice of any Default, notice of the making of a claim against Surety, notice of Surety's loaning of funds to Principal or any defense which could arise by the granting by Surety of any indulgence to the Principal. The Undersigned further waive notice of execution of any Bond(s) and of the acceptance of this Agreement, as well as notice of any and all liability of the Surety under said Bond(s), and all liability on their part hereunder, to the end and effect that, the each of the Undersigned shall be and continue to be liable hereunder, notwithstanding any notice of any kind of which they might have been or be entitled, and notwithstanding any defenses they might have been entitled to make.

e. the Undersigned agrees to give to Surety prompt notice: (1) of any facts which might give rise to any claims or suit against Surety upon any Bond(s); (2) any material change in the financial condition of any Indemnitor; and (3) of any lawsuits, liens, or judgments against the any of the Undersigned.

f. To the full extent permitted by law, the Undersigned waive all right to claim any property, including homesteads, as exempt from legal process in any action hereunder.

g. If the execution hereof by any of the Undersigned may be defective or invalid for any reason, such defect or invalidity shall not affect the validity hereof as to any other Indemnitor. Invalidity of all or part of any provision hereof by reason of the law of any jurisdiction or for any other reason shall not render the remainder of the Agreement invalid.

h. The Undersigned waives any defense that this instrument was executed subsequent to the date of any such Bond(s), admitting and covenanting that such Bond(s) was executed pursuant to the Undersigned's request and in reliance on the Undersigned's promise to execute this Agreement.

i. This Agreement (including this section) may not be changed nor modified orally. No change or modification shall be effective unless specifically agreed in writing by each party against whom enforcement is sought.

j. In the event that any of the Undersigned shall (1) fail to execute this instrument; or become insolvent; or (2)

fail to be bound hereby for any reason, the remaining of the Undersigned shall, nevertheless, be bound hereunder for the full amount of the liability as aforesaid. The liability of Indemnitors hereunder shall not be affected by the failure of the Principal to sign any Bond(s), or this Agreement, or that such signature is defective or invalid for any reason, or by any claim that other indemnity or security was to have been obtained, nor by the release of any indemnity or the return or exchange of any collateral, that may have been obtained.

k. Wherever used in this instrument the plural shall include the singular and the singular shall include the plural, as the circumstances require. The term Undersigned shall simultaneously mean each of the Undersigned and all of the Undersigned. The term Indemnitor shall simultaneously mean each Indemnitor and all Indemnitors, including the Principal(s).

l. To the full extent permitted by law, the Undersigned waive the right to interpose any defense, inducing any set-off or counterclaim of any nature or description in any action pursued by Surety for enforcement of this Agreement or any Contract. In any action by Surety against the Undersigned where service of process is required by the court, each agrees that service of process may be made on anyone of them and will be effective as to all of the Undersigned. FURTHER, THE UNDERSIGNED HEREBY EXPRESSLY WAIVES THE RIGHT TO DEMAND A JURY TRIAL IN ANY ACTION WITH SURETY, WAIVES THE APPLICATION OF THE ENTIRE CONTROVERSY DOCTRINE IN ANY JURISDICTION WHERE IT MAY BE APPLICABLE, AND WAIVES THE APPLICATION OF ANY STATUTE OF LIMITATION AFFECTING SURETY'S RIGHT TO COMMENCE LEGAL ACTION AGAINST THE UNDERSIGNED UNDER THIS AGREEMENT.

m. Principal agrees and acknowledges that it will be solely responsible for reviewing the Bond(s) for all content, all errors, all omissions, before submission by the Principal to any Obligee and for ensuring that the Bond(s) comply with the bid documents, the Contract specifications and all legal requirements regarding their form and content, including the manner of their execution, and Indemnitor agrees to waive and hold Surety harmless from any error related to non-compliance with such documents, specifications or statutory requirements. Each of the Undersigned waives any claim against the Surety in connection therewith. Further, it is acknowledged by the Undersigned that Surety does not guarantee the conformance of any Bond(s) to any bid document, Contract specification or applicable law or the acceptance of its Bond(s) by any Obligee. The Principal and the Indemnitors specifically waive and release the Surety from any claim and cause of action, based upon negligence or any other theory whatsoever, arising or otherwise related to any such omission, mistake, or item of non-conformance, and/or from Surety's declination of any Bond(s) request or refusal to execute any Bond(s) or other document, and/or from the refusal or rejection of any Bond(s) or other document by an Obligee. **The Principal and the Indemnitors acknowledge that they fully understand that the foregoing is a release of liability and that they are voluntarily giving up any right they may otherwise have to bring legal action against Surety as set forth above.**

n. If the Undersigned desire that a claim or demand against surety shall be defended, the Undersigned shall (1) give written notice to the Surety to this effect and (2) simultaneously deposit with the Surety cash or collateral satisfactory to the Surety in an amount sufficient to cover the claim or demand, interest, attorney fees under the Contract and under this Agreement, and other exposure thereon, to the probable date of disposition. Otherwise, Surety shall have the sole and exclusive right to pay or settle any such claim or demand, and such payment or compromise shall be binding upon the Undersigned and included as a liability, loss, or expense covered by the Undersigned's Indemnity obligations.

o. This Agreement is to be liberally construed so as to protect, exonerate, and indemnify Surety.

p. The Undersigned acknowledge and agree that the failure of the Undersigned to deposit with the Surety, immediately upon demand, the sum demanded by Surety as collateral security shall cause irreparable harm to Surety for which Surety has no adequate remedy at law. The Undersigned agree that Surety shall be entitled to injunctive relief for specific performance of the obligation of Undersigned to deposit with Surety the sum demanded as collateral security and hereby expressly waive any claims or defenses to the contrary.

q. The Undersigned shall have no rights of indemnity, contribution or right to seek collection of any other outstanding obligation against any other Indemnitors or their property until the obligations of the Indemnitors to Surety under this Agreement have been satisfied in full.

r. The Undersigned also understand and agree that their obligations remain in full force and effect for any

Bond(s) issued pursuant to this Agreement, notwithstanding that the entity on whose behalf Bond(s) were issued has been sold, dissolved or whose ownership has been otherwise altered in any way.

s. The Undersigned understand and agree that each shall continue to remain bound under the terms of this Agreement even though the Surety may have from time to time heretofore or hereafter, with or without notice to or knowledge of the Undersigned accepted or released other agreements of Indemnity or collateral in connection with the execution or procurement of said Bonds, for the Principal or Indemnitors or others, it being expressly understood and agreed by the Principal and the Indemnitors that any and all other rights which the Surety may have or acquire against the Principal and the Indemnitors that any and all other rights which the Surety may have or acquired against the Principal and the Indemnitors and/or others under any such other or additional Agreements of indemnity or collateral shall be in addition to, and not in lieu of, the rights afforded the Surety under this Agreement.

t. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

u. 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.

v. The Undersigned hereby constitutes and appoints _____ (name), _____ (address) as their agent for service of the process to receive for them and on their behalf all process in connection with any action instituted by the Surety against them or any of them in any court of competent jurisdiction. With respect to any action brought by the Surety on the Agreement in the jurisdiction in which one or more of the Undersigned reside, are domiciled, are doing business or are found, each of the Undersigned not in the jurisdiction hereby designates each of the Undersigned in such jurisdiction as his agent to receive on his behalf service of process in such action. Each of the undersigned further agree that each will be bound by service of process by regular or certified mail in every jurisdiction which so permits in any action by the Surety.

w. This Agreement is in addition to and not in lieu of any other agreements and obligations undertaken in favor of Surety, whether now existing or entered into hereafter.

x. The rights and remedies afforded to Surety by the terms of this Agreement can only be impaired by a written rider to this Agreement signed by an authorized employee of the Surety.

y. Surety's failure to act to enforce any or all of its rights under this Agreement shall not be construed as a waiver of these rights.

z. The date of this Agreement shall be the earliest date any of the Undersigned executes this Agreement.

11. TERMINATION. This Agreement is a continuing obligation of Indemnitor(s) unless terminated by written notice to Surety as hereinafter provided, and such termination as to an Indemnitor shall in no way affect the obligation of any other Indemnitor who has not given such notice. The liability of Indemnitor hereunder as to future Bond(s) of Principal shall not terminate by reason of the failure of Surety to disclose facts known or learned by Surety about the Principal, even though such facts materially increase the risk beyond that which Indemnitor might intend to assume. Surety may have reason to believe such facts are unknown to Indemnitor, and Surety may have reasonable opportunity to communicate such facts to Indemnitor and the Undersigned hereby waive notice of such facts. In order to terminate liability as to future Bond(s) of Principal, an Indemnitor must:

a. give written notice by certified or registered mail to Surety, attention James Burger, President at 80 Main Street, Suite 330, West Orange, New Jersey 07052, of such termination; and

b. state in such notice the effective date (not less than thirty days after receipt thereof by Surety) of termination of such Indemnitor's liability to future Bond(s).

After the effective date of such termination, any Indemnitor who has given notice shall nonetheless be liable hereunder for:

a. Bond(s) executed or authorized prior to such date, and renewals, substitutions and extensions thereof;

b. Bond(s) executed pursuant to a bid or proposed Bond(s) executed or authorized prior to such date and

renewals, substitutions and extensions thereof; and

c. any maintenance or guarantee Bond(s) executed incidental to any other Bond(s) executed prior to such date, and renewals, substitutions and extensions thereof.

12. DUE CARE. The Undersigned represent to the Surety that they have carefully read this entire Agreement and that there are no other agreements or understandings which in any way lessen Indemnitors' obligations set forth herein. Further, the Undersigned represent, warrant, and certify that they have no indemnification arrangements or agreements in effect with any other surety.

IN WITNESS WHEREOF, and intending to be legally bound, we have hereunto set our hands and seals, and the Undersigned who are partnerships, corporations, or unincorporated associates, have caused the Agreement to be duly executed by their duly authorized representatives.

Corporation, Limited Liability or Partnership Indemnitors (a "Company"):

INSTRUCTIONS: Where the company is: 1) a corporation, the secretary and an authorized officer should sign on behalf of the corporation, 2) a limited liability company, the manager(s) or member(s) should sign on behalf of the LLC, or 3) a partnership, the partner(s) should sign on behalf of the partnership. Two signatures are required for all entities and all signatures must be notarized and dated. Please provide the company's federal tax identification number on the line provided.

Each of the Undersigned hereby affirms to Surety as follows: I am a duly authorized official of the business entity Indemnitor ("Company") on whose behalf I am executing this Agreement. In such capacity I am familiar with all of the documents which set forth and establish the rights which govern the affairs, power and authority of such business entity including, to the extent applicable, the certificate or articles of incorporation, bylaws, corporate resolutions and/or partnership, operating or limited liability agreements of such business entity. Having reviewed all such applicable documents and instruments and such other facts as deemed appropriate, I hereby affirm that such entity has the power and authority to enter into this Agreement and that the individuals executing this Agreement on behalf of such entity are duly authorized to do so.

WE HAVE EACH READ THIS AGREEMENT OF INDEMNITY CAREFULLY. THERE ARE NO SEPARATE AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY WAY LESSEN OUR OBLIGATIONS AS ABOVE SET FORTH. IN TESTIMONY HEREOF, WE THE INDEMNITORS HAVE SET OUR HANDS AND FIXED OUR SEALS AS SET FORTH BELOW.

Print Name of Company _____
By: First Signature (Seal)

Federal Tax ID of Company _____
Print or Type Name and Title Date

By: Second Signature (Seal)

Print or Type Name and Title Date

ACKNOWLEDGEMENT

State of _____

County of _____ SS _____

On this _____ day of _____, _____

before me personally appeared (name) _____ known or proven to me to be the (title) _____ of the company executing the foregoing instrument ("Company") and (second signature name, and title, if any) _____, known or proven to me to be the of the Company, and they acknowledged said instrument to be the free and voluntary act and deed of said Company, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said Company and that it was affixed and that they executed said instrument by authority of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

Notary Public
Commission expires

ACKNOWLEDGEMENT

State of _____

County of _____ SS _____

On this _____ day of _____, _____

before me personally appeared (name) _____ known or proven to me to be the (title) _____ of the company executing the foregoing instrument ("Company") and (second signature name, and title, if any) _____, known or proven to me to be the of the Company, and they acknowledged said instrument to be the free and voluntary act and deed of said Company, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said Company and that it was affixed and that they executed said instrument by authority of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

Notary Public
Commission expires

Additional Company Indemnitor

Print Name of Company

By: First Signature (Seal)

Federal Tax ID

Print or Type Name and Title

Date

ACKNOWLEDGEMENT

State of _____

County of _____ SS _____

On this _____ day of _____, _____

before me personally appeared (name) _____ known or proven to me to be the (title) _____ of the company executing the foregoing instrument ("Company") and (second signature name, and title, if any) _____, known or proven to me to be the of the Company, and they acknowledged said instrument to be the free and voluntary act and deed of said Company, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said Company and that it was affixed and that they executed said instrument by authority of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

Notary Public

Commission expires

Signatures and Acknowledgements for Individual Indemnitors for Personal Indemnity

INSTRUCTIONS: Signatures of Individual Indemnitors for Personal Indemnity must be witnessed and Notarized on next page. Indemnitors must include their Social Security Number. All signatures must be dated with names printed or typed on the line provided.

WE HAVE EACH READ THIS AGREEMENT OF INDEMNITY CAREFULLY. THERE ARE NO SEPARATE AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY WAY LESSEN OUR OBLIGATIONS AS ABOVE SET FORTH. IN TESTIMONY HEREOF, WE THE INDEMNITORS HAVE SET OUR HANDS AND FIXED OUR SEALS AS SET FORTH BELOW.

(Witness Signature) (Date)

(Indemnitor Signature) (Date)

Print or Type Name: _____

Print or Type Name: _____

SS#: _____

(Witness Signature) (Date)

(Indemnitor Signature) (Spouse) (Date)

Print or Type Name: _____

Print or Type Name: _____

SS#: _____

(Witness Signature) (Date)

(Indemnitor Signature) (Date)

Print or Type Name: _____

Print or Type Name: _____

SS#: _____

(Witness Signature) (Date)

(Indemnitor Signature) (Spouse) (Date)

Print or Type Name: _____

Print or Type Name: _____

SS#: _____

Acknowledgements for Individual Indemnitors

INSTRUCTIONS: Each Individual Indemnitor must have his/her signature notarized below at the time it is made. If more than one Individual Indemnitor appears before the same notary at the same time, up to two can be notarized in one Acknowledgement.

ACKNOWLEDGEMENT

State of _____
County of _____ SS: _____

On this _____ day of _____, 20_____, before me personally came _____, and _____, and each known to me to be the individual who executed the forgoing instrument, and acknowledged that (s)he executed same as his/her act and deed.

Notary Public
Commission expires

ACKNOWLEDGEMENT

State of _____
County of _____ SS: _____

On this _____ day of _____, 20_____, before me personally came _____, and _____, and each known to me to be the individual who executed the forgoing instrument, and acknowledged that (s)he executed same as his/her act and deed.

Notary Public
Commission expires

ACKNOWLEDGEMENT

State of _____
County of _____ SS: _____

On this _____ day of _____, 20_____, before me personally came _____, and _____, and each known to me to be the individual who executed the forgoing instrument, and acknowledged that (s)he executed same as his/her act and deed.

Notary Public

Commission expires