

INDEMNITY AGREEMENT

In consideration of the ALLEGHENY CASUALTY COMPANY, (hereinafter call the Company) executing or procuring the execution or guaranteeing, or continuing the bond, described in the foregoing statement, or any renewal thereof, we, the undersigned hereby jointly and severally covenant and agree as follows:

FIRST: That we will immediately pay to the Company as premium for the Issuance of said bond \_\_\_\_\_ per cent thereof and a like amount each year hereafter in advance until we shall serve upon the Company competent, written, legal evidence, satisfactory to the Company, of its discharge from such bond or renewals and all liability thereunder. That any premium paid for this bond is not returnable except as hereinafter provided in Paragraph Sixth. Said premium charge covers the risk undertaken by the Company, and does not cover any disbursements or special services that may be required for the protection of the Company.

SECOND: That the undersigned will at all times indemnify and keep the Company indemnified and hold and save it harmless from and against any and all losses, demands, liabilities and expenses of whatsoever kind or nature, including attorney's, counsel and detective fees and expenses, costs, fines and recaption expenses, which it shall at any time sustain or incur, by reason, or in consequence, of having executed the said bond or undertaking herein applied for; and whether such losses or expenses arise directly on said bond or indirectly by reason of any action taken by the Company to protect its interests, and will pay over, reimburse, and make good to the Company, its successors and assigns, all sums and amounts of money which the Company or its agents shall pay or cause to be paid or become liable to pay, under its obligation against said bond or undertaking, or as charges, expenditures, disbursements of whatsoever kind or nature, including attorney's, counsel and detective fees and expenses, costs, fines and recaption expenses and any disbursements made to protect the interest of the Company by reason of the execution of said bond, and also any expenses incurred by the Company in the investigation of any claim made under said bond or undertaking, whether such claim is valid or not, or in connection with any litigation, investigation, or other matters connected therewith, such payments to be made to the Company as soon as it shall have become liable therefor, whether it shall have paid said sum or any part thereof or not. That if any claim shall be made upon the Company under said bond or undertaking, and if, in the judgment of the Company, it is determined that such claim should be paid, or if the Company shall receive any notice in connection with the said bond, from which it appears in the judgment of the Company that it may be called upon to make a payment or payments under said bond, the undersigned covenants and agrees to pay in cash to the Company immediately upon demand therefor, the amount of such claim or the amount that the Company believes it should be placed in funds to meet any expected payment or payments. We further agree that we will place the Company in funds to meet every claim, demand, liability, suit or judgment against it by reason of, or in connection with, the said bond; before the Company shall be required to pay thereunder and for the purpose of so doing, the Company shall have the right to invoke any collateral or security given it, and to enter any confession of judgment in its possession and to issue execution thereon and to procure orders in supplementary proceedings either against the judgment debtors or any third party indebted to, or holding the property of the judgment debtor, and in connection with such supplementary proceedings to make demands upon such judgment debtor or third party to turn over the property of said judgment debtor, and for such purpose, to procure the appointment of a Receiver or the issuance of a court order authorizing or directing the property of the judgment debtor to be turned over to the Company as judgment creditor or to the Receiver appointed as aforesaid. The Company shall be entitled to collect from the undersigned any and all disbursements for filing papers to protect the Company, and a service charge for services rendered and time spent in the remission or any forfeiture or in the refund of any money paid thereon or for any other event where special services have been rendered in connection with the bond, or situations arising thereunder. The liability of the undersigned and the indemnity herein provided for, shall be irrevocable, and shall continue in force and effect until there shall have been served upon the Company competent written legal evidence satisfactory to it of its discharge from its obligation and all liability thereunder.

THIRD: That in any suit between the undersigned and the Company to recover any sum of money under this agreement, the vouchers or other evidence showing payment by the Company of any sum of money under and by virtue of such bond or undertaking, whether in payment of a valid claim or not, or the payment of any disbursements in connection with any valid or invalid claim made under such bond or undertaking, shall be conclusive evidence against us for the fact and the amount of our liability to the Company hereunder. That in any accounting that may be had between us and the Company, the Company shall be entitled to credit for any and all disbursements or expenditures in connection with the bond herein, made by it in good faith, under the belief that it was liable for the sums so expended or that it was expedient to make such disbursements, whether such liability or expediency existed or not.

FOURTH: The undersigned pledge any collateral security deposited by them and authorize the Company to apply or sell the same to reimburse it for any and all damages, loss, cost, charges and expenses of whatsoever kind or nature including any reasonable service charge or attorneys' fee, which it may sustain or incur by reason of having executed the bond herein applied for, or by reason of any failure on the part of the said principal or this depositor to comply with the terms and conditions of any agreement or covenant herein contained, and to hold, apply or sell the same, or any part thereof, to protect or reimburse it, by reason of the execution heretofore or hereafter of any other bond, for or on behalf of the principal or the depositor, and to apply and sell the same for the purpose of placing itself in funds or protecting itself against any claim, demand or loss under said bond or any other bond executed on behalf of the principal or depositor. The Company may make any such sale, at its discretion, at public or private sales, and without demand, notice or advertisement of the time and place of said sale, and also with the right to purchase said collateral at such sale or sales, freed and discharged from any equity or redemption. The Company shall not be liable for the depreciation of said collateral, nor for interest thereon and in the event of depreciation of said collateral, or any part thereof, or of any collateral which may be hereafter deposited with the Company for its protection, additional and satisfactory collateral shall be given to the Company so that the total market value of the collateral shall, at all times, be equal to the present market value of the collateral deposited. If the Depositor fails, on the request of the Company, to deposit such additional collateral, the Company shall have the full right, power and authority, without further demand or notice, to sell, assign and deliver the whole or any part of such collateral, substituted collateral, or additional collateral, at public or private sale, at its option, and without demand, notice or advertisement, and also with the right to purchase said collateral at any such sale, freed and discharged from any equity of redemption. The Company will return said collateral to the Depositor when in receipt of competent written legal evidence satisfactory to it of its discharge or release from all liability under said bond, under the proviso, however that there shall not be outstanding any loss, cost, damage, charges or expenses of whatsoever kind, including premium charges, and under further proviso that there are outstanding no other bonds or obligations executed by, for or on behalf of said principal or depositor in connection with which the Company may deem it advisable to retain said collateral for its protection, and under the further proviso that the Company shall have the right to demand a General Release from the depositor upon the return of collateral. That if the Company deems it necessary to make any outlay to protect any collateral or security in its possession, whether the same be real or personal property, it is hereby authorized so to do, and the undersigned agrees to indemnify and reimburse the Company for any such outlay as in the judgment of the Company may be necessary to protect its collateral or security, including payment of taxes or liens or mortgages and any attorney or counsel fees or service fees for time spent and/or special services rendered.

FIFTH: That if a deed to a parcel of property be pledged as security with the Company, for the execution of any bond and should the Company become liable to pay on said bond, said Company shall have the right in an action to declare said deed a Mortgage and foreclose same, to move for the appointment of a Receiver of the rents and profits of said premises without notice to the owner of the property and such rents and profits are hereby assigned to the Company as further security for the payment of the indebtedness. The undersigned hereby assigns, transfers and sets over unto the Company all right, title and interest in and to any policies of fire insurance on any real estate upon which deed or mortgage has been given by the undersigned to the Company, and also all right, title and interest of the undersigned in and to any equity in policies of fire insurance that may be held by the mortgages on the said real estate. If a confession of judgment is taken in connection with this bond, the Company shall have the right to enter and file the same at any time, and such judgment shall be a lien and entitled to a preference against any property of the undersigned, whether or not the Company is indemnified at the time of the filing or entry of such judgment. In case a confession of judgment is filed by the Company against any of the undersigned, the judgment entered thereupon shall be effective and available to the Company against any of the undersigned not only in connection with the bond applied for, but as well in connection with any other bond that may have been written by the Company in which any of the undersigned are either principal or indemnitor.

SIXTH: That the Company shall have the right at any time, and for any reason, satisfactory to it, to surrender the principal of the bond to surrender and to effect its release thereunder. In the event of the failure of the principal of the bond to appear in court, or at the office of the Company whenever so required, or in the event of the rearrrest of the principal on another charge, or on the same charge with an increase of bail or when the case against the defendant is reached for trial, or in the event of the failure of the undersigned to comply with the covenants of this agreement or whenever the Company shall be requested to surrender the defendant by any indemnitor, or if the financial statement of any indemnitor shall be found to be false or untrue, or if any of the collateral or security given shall depreciate or have become impaired, the Company shall have the right to surrender the defendant without the return of any portion of the premium and all expenses shall be for account of the undersigned who shall also be responsible for the reasonable value of the services and time of the Company's employees.

SEVENTH: That no act or omission of the Company in modifying, amending, limiting or extending the instrument so executed by the Company shall in any wise affect our liability hereunder, nor shall we or any of us be released from this obligation by reason thereof; we agree that the Company may alter change or modify, amend, limit or extend said bond or undertaking and may execute renewals thereof, or other and new obligations in its place or in lieu thereof and without notice to us, notice being expressly waived, and in any such case, we and all security given by us shall be liable to the Company as fully and to the same extent on account of any such altered, changed, modified, amended, limited or extended instruments, or such renewals thereof, or other or new obligations in its place or in lieu thereof, whenever and as often as made, as fully as if such instrument were described at length herein. The Company shall have the right to substitute or release any collateral without notice to us and without in any way affecting its right against us or against the balance of the collateral retained. The Company and its agents or representatives shall have the right, and are hereby authorized to fill up any blank or blanks left in this application or in any other paper of indemnity, and to correct any errors in filling up any such blank or blanks, it being hereby agreed that any such insertion or correction shall be prima facie correct.

EIGHTH: That it shall not be necessary for the Company to give us, or any or us, notice of any suit, act, fact or information coming to the notice or knowledge of the Company concerning or affecting its rights or liability under any such bond or undertaking by it so executed, or our rights or liabilities hereunder, notice of all such being hereby expressly waived. That the recovery by the Company of any judgment against us shall not bar it from procuring any other judgment or judgments hereunder against us, provided the Company did not recover prior thereto the particular loss or claim sued for, the intention being that the Company may separate into as many suits as it deems best, any and all claims which it may have against us under this agreement.

NINTH: That all collateral securities or indemnity papers, at any time deposited with or in the possession of the Company shall be available in its behalf and for its benefit and relief as well concerning any and all former or subsequent bonds or undertakings executed for us, or at the instance of us, or any of us, as the bond or undertaking concerning which collateral securities or indemnity papers shall have been made, deposited or given, and shall also be available to cover any disbursement, expenditure or outlay made by any agent or attorney in fact of the Company in and about said bond or to prevent a forfeiture thereof or to pay any fine imposed on the defendant or to procure the return of the defendant whose bond has been forfeited.

TENTH: That as long as there is any liability of loss of any nature whatever to the Company upon the bond applied for herein, the undersigned will not make any transfer, or any attempted transfer of any of the property given as security or the undersigned may subsequently acquire, or of any interest therein, and it is further agreed that the Company shall have a lien upon all property of the undersigned for any sums due if or for which it has become, or may become, liable by reason of its having executed the bond applied for herein.

ELEVENTH: That none of the security given by us shall be returned nor shall we be relieved from any liability, until we shall have furnished the Company with competent written legal evidence satisfactory to it, of its full discharge from liability under said bond and the Company shall have a reasonable period after such proof to return any collateral given by us, which shall be taken to be about ten days. The Company expressly reserves the right not to return collateral security unless the collateral receipt issued by it on receipt of the collateral security is returned by the person to whom it was issued, or a Surety Company bond satisfactory to this Company is given in double the value of said collateral.

TWELFTH: That in no event is the surrender of the defendant by the undersigned to the Surety Company to be considered a release under the obligation of this bond unless said surrender shall have been made by the production of the defendant at the Trial Term of the Court wherein the defendant is notified to appear on the day scheduled for his appearance, and continuously thereafter until discharged and/or sentenced by the Court, and the liability of the company on its bond or undertaking is cancelled.

THIRTEENTH: The undersigned hereby agree that no understanding, promise or agreement not contained herein shall be binding upon any of the parties hereto and the undersigned hereby specifically waive all representations, promises, agreements and understandings of every kind or character not herein set forth in writing and agree that no agent or representative has authority to vary the terms of this contract or make any representation or promise or agreement not contained herein unless the same is in writing and signed by an officer of Allegheny Casualty Company

FOURTEENTH: That in the event that said criminal defendant escapes from the custody of the Surety and is subsequently captured in a state of the United States other than the one in which the charge was filed or in a foreign country, and providing said criminal defendant is also one of the Indemnitors herein, such criminal defendant does hereby agree to return voluntarily to the State of original jurisdiction, even though bail bond posted on behalf of such person shall have been forfeited and the time for the setting aside thereof shall have expired, and does hereby waive extradition proceedings and further consents to the application of such force as may be necessary to effect such return.

FIFTEENTH: It is specifically understood and agreed that irrespective of the domicile or legal residence of any of the parties hereto the law of Pennsylvania shall govern construction, interpretation and enforcement of this contract and of the contract or contracts of suretyship executed hereunder.

SIXTEENTH: That these covenants shall be binding not only upon us, jointly and severally, but as well upon our respective heirs, executors, administrators, successors and assigns.

IN TESTIMONY WHEREOF we have hereunto set our hands and affixed our seals this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)  
*Signature of Indemnitor* *Signature of Defendant*

Address \_\_\_\_\_(SEAL)  
*Signature of Indemnitor*

Address \_\_\_\_\_ Address \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally came \_\_\_\_\_ to me known, and known to me to be the individual \_\_\_\_\_ described in, and who executed the foregoing statement and \_\_\_\_\_ duly acknowledged to me that \_\_\_\_\_ read the statement, understand the meaning thereof and executed the same freely and voluntarily for the purposed therein expressed.

My Commission expires \_\_\_\_\_ Notary Public

YOU ARE ASSUMING SPECIFIC OBLIGATIONS. READ CAREFULLY.