Indemnity Agreement

Agreement of Indemnification dated _(Date)__between __(Undersigned)_____ and _____(Indemnitees)_____.

For value received, _____ (Undersigned) jointly and severally agree to indemnify and save harmless _____(Indemnitees) and its successors and assigns from any claim, action, liability, loss, damage or suit arising from the following:

_____

_____

Where any claim is asserted, _____(Indemnitees) shall provide _____(Undersigned) with reasonably timely notice of same in writing.

Thereafter, _____ (Undersigned) shall at its own expense defend, protect and save harmless _____(Indemnitees) against said claim or any loss or liability resulting therefrom.

Should _____ (Undersigned) fail to so defend and / or indemnify and save harmless, then, in such case, _____ (Indemnitees) shall have full rights to defend, pay or settle said claim on their own behalf without notice to _____ (Undersigned) for all fees, costs, and payments made or agreed to be paid to discharge said claim.

_____(Undersigned) agrees to pay all reasonable attorneys' fees necessary to enforce said indemnification.

This agreement shall be unlimited as to amount or duration, and it shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal agents and representatives.

Signed under seal this___Date_____. By: _____

In the presence of: _____ _____