

Indemnification Agreement

This indemnification agreement is entered into by and between -

(the "Corporation"] and _____ (the
"Director"].

In a consideration of the Director's consent to serve or to continue serving as a director of the Corporation and other valuable consideration, the parties agree for themselves, their successors and assigns, as follows.

1. Subject to the terms and limitations provided in this agreement, the Corporation hereby agrees to indemnify and hold the Director harmless to the fullest extent permitted by law against the expenses, payments and liabilities described in this agreement and incurred by the Director by reason of the fact that the Director is or was a director officer employee or agent of the Corporation or serves or served, at the request of the Corporation, as a director officer partner trustee, employee, or agent of any other enterprise or as a trustee or administrator under an employee benefit plan.

1.1. The expenses, payments and liabilities referred to above are:

- 1.1.1 Reasonable expenses, including attorneys' fees, incurred by the Director in connection with any threatened, pending, or completed inquiry, proceeding, action, suit, investigation or arbitration, whether civil, criminal, or administrative, and any appeal therefrom, whether or not brought by or on behalf of the Corporation.
- 1.1.2. Any payment made by the Director in satisfaction of any judgment, money decree, fine, excise tax, penalty, or reasonable settlement for which the Director became liable in any matter described in subparagraph 1.1.1 above.
- 1.1.3. Reasonable expenses, including legal fees, incurred by the Director in enforcing his or her rights under this paragraph.

1.2. To the fullest extent allowed by law, the Corporation shall pay the expenses and payments described in paragraph 1.1 above in advance of the final disposition of any matter.

2. The rights of the Director hereunder shall inure to the benefit of the Director and his or her heirs, legal representative and assigns.

3. The Director shall have the rights provided for in this agreement whether or not he or she is an officer, director, employee, or agent at the time such liabilities or expenses are imposed or incurred, and whether or not the claim asserted against the Director is based on matters that predate the execution of this agreement.

4. The rights of the Director under this agreement are in addition to and not exclusive of any other rights to which he or she may be entitled under any statute, agreement, insurance policy, or otherwise.

5. The Corporation agrees to use its best reasonable efforts to obtain and pay for a policy of insurance to protect and insure the Director's rights under this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement under seal and by authority of its board of directors on _____

Corporation:

Director

By:

President

Attest:

Secretary