

Schedule "C"
Indemnification Agreement

INDEMNIFICATION AGREEMENT

This Agreement made this ____ day of _____, 2009 by and between BEAR CREEK FOUNDATION, a private foundation under section 170 of the Internal Revenue Code with a mailing address of 1900 Bear Creek Boulevard, Wilkes-Barre, Luzerne County, Pennsylvania 18702, (the "Developer") and BEAR CREEK TOWNSHIP, a Township of the Second Class of the Commonwealth of Pennsylvania, with offices at 3333 Bear Creek Boulevard, Bear Creek Township, Pennsylvania 18702 (the "Township")

WITNESSETH:

WHEREAS, on or about the date herewith, the Developer, the Township, and the Bear Creek Community Charter School (the "School") executed a Development Agreement for the design, development and construction of certain capital improvements to real property located in Bear Creek Township (the "Project"); and

WHEREAS, the Development Agreement provides, among other things, that Developer will be assigned all of the Township's interest in certain federal and/or state grants for the Project, if any to the extent made available by such awarding agencies; and

WHEREAS, Developer has agreed to indemnify and hold the Township harmless from and against loss and/or obligation it may suffer or incur by reason of any failure on the part of the Developer to follow any grant guidelines.

NOW, THEREFORE, in consideration of the foregoing premises and intending to be legally bound, the Parties agree as follows:

1. Developer does hereby indemnify and agree to hold Township harmless from and against loss, cost, damage, attorney's fees and expense of every kind and nature which Township may suffer, expend or incur by reason of any failure on the part of Developer to follow the grant

guidelines in those grants being assigned by the Township to the Developer, if any, pursuant to Paragraph 5 of the Development Agreement.

2. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

3. This Agreement has been made and it shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, and any litigation arising from the construction thereof with respect to the enforcement thereof shall be commenced in the Court of Common Pleas of Luzerne County.

4. All notices or other communications required or permitted hereunder or otherwise in connection with this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or transmitted by facsimile transmission or upon receipt after dispatch by registered or certified mail, postage prepaid, or by private courier service, charges prepaid, addressed as follows:

If to the Developer:	Bear Creek Foundation, Inc 1900 Bear Creek Boulevard Wilkes-Barre, PA 18702 Attn: President
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If to the Township:	Municipal Building 3333 Bear Creek Boulevard Bear Creek Township, PA 18702
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or such other address as the person to whom notice is to be given has furnished in writing to the other parties. A change of notice and address shall not be deemed to have been given until received by the addressee.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, set their hands and seals the day first above written.

ATTEST/WITNESS:

BEAR CREEK FOUNDATION

By: _____

Name: _____

Title: _____

ATTEST/WITNESS:

TOWNSHIP OF BEAR CREEK

Township Secretary

Gary Zingaretti, Chair

Bonnie J. Wasilewski, Vice Chair

Ruth Ann Koval

Gary Slusser

Joseph Masi