

Schedule "E"
Cross-Indemnification Agreement

CROSS INDEMNIFICATION AGREEMENT

This Agreement made this _____ day of _____, 2009 between and among BEAR CREEK FOUNDATION, a private foundation with a mailing address of 1900 Bear Creek Boulevard, Wilkes-Barre, Pennsylvania 18702 (the "Developer"); the 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"); BEAR CREEK COMMUNITY CHARTER SCHOOL, a Pennsylvania Charter School with offices at 2000 Bear Creek Boulevard, Wilkes-Barre, Pennsylvania 18702 (the "School") (the Developer, the Township, and the School are hereinafter sometimes collectively referred to as the "Parties")

WITNESSETH:

WHEREAS, on or about even date herewith, the Parties executed a Development Agreement for the design, development and construction of certain capital improvements to real property located in Bear Creek Township; and

WHEREAS, the Parties have agreed to indemnify and hold each other harmless (except for loss or damage resulting from any breach of contract or negligent acts or omissions or willful misconduct of the indemnified Party, its officers, directors, contractors, employees and agents) from and against loss, cost, damage, attorney's fees and expenses of any kind and nature whatsoever which they may suffer, expend or incur under or by reason of any breach of contract or negligent act or omission of the indemnifying Party.

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

1. The Parties do hereby indemnify and hold each other harmless (except for loss or damage resulting from any breach of contract or negligent acts or omissions or willful misconduct of the indemnified party, its officers, directors, contractors, employees and agents) from and against loss, cost, damage, attorney's fees and expenses of any kind and nature whatsoever which they may suffer, expend or incur under or by reason of any breach of contract or negligent act or omission of the indemnifying Party.

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
2000 Bear Creek Boulevard
Wilkes-Barre, PA 18702
Attention: President

If to the School:

Bear Creek Community Charter School
2000 Bear Creek Boulevard
Wilkes-Barre, PA 18702
Attention: President

If to the Township:

Township of Bear Creek
3333 Bear Creek Boulevard
Bear Creek Township, PA 18702

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:

THE TOWNSHIP OF BEAR CREEK

Township Secretary

Gary Zingaretti, Chair

Bonnie J. Wasilewski, Vice Chair

Ruth Ann Koval

Gary Slusser

Joseph Masi

ATTEST/WITNESS:

**BEAR CREEK COMMUNITY
CHARTER SCHOOL**

By: _____

Name: _____

Title: _____