

Corporation, from and against liability or loss that such person may sustain as a result of claims, demands, costs, judgments, fines or amounts paid in settlement upon approval of the Board, including reasonable attorney's fees and costs of investigation, whether suit be filed or not and including appeal, arising from or in any way associated with such person's service or tenure as such Board member or officer of the Corporation. Nothing herein shall be construed as a duty to defend, indemnify or hold harmless any physician, dentist, podiatrist or other health care professional from and against any liability or loss arising from such person's professional delivery of health care service.

Such duty to defend, hold harmless and indemnify shall be enforced to the fullest extent permitted by the laws of the State of Florida, expressly covering, by way of example and not limitation, negligence of the indemnitee, negligent or unintentional violation by the indemnitee of any anti-trust, civil rights, or other law of the State of Florida or the United States, and excluding only indemnification against loss or liability arising from intentional wrongdoing and actions so gross, wanton and reckless as to be deemed equivalent to intentional wrongdoing. Nevertheless, the Corporation shall defend the defendant or accused against any claim, demand, suit or prosecution for intentional wrongdoing or such equivalent, including appeal. The defendant or accused, however, shall be required to repay the cost of defending a suit or prosecution for his intentional wrongdoing or such equivalent if held liable by judgment or convicted, after exhaustion or waiver of appeal.

The foregoing provisions of this Article shall be deemed to be a contract between the Corporation and each Board member or officer of the Corporation in such capacity at any time while this Article is in effect. Any repeal or modification of this Article or any applicable provision of the laws of the State of Florida shall not affect any rights or obligations then existing as it relates to any action or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts. However, the right of indemnification provided in this Article shall not be deemed exclusive of any other rights to which any Board member or officer of the Corporation may now be or hereafter become entitled apart from this Article. Every indemnitee referred to herein shall give written notice to the Board of any act or occurrence requiring the Corporation to perform any obligation under this indemnification provision and agreement when any indemnitee is made or threatened to be made a party to any action or proceeding, whether civil or criminal, as indemnified against herein, within a reasonable time after the threats of such actions or proceedings shall have come to indemnitee's knowledge, said notice to be furnished to the Board in writing, by Registered Mail, addressed to President of the Corporation at the corporate address. Indemnitee agrees to fully cooperate with indemnitor in its discharge of its obligations hereunder and to furnish to indemnitor all information requested in discharging indemnitor's obligations herein stated. In case a claim should be brought or an action filed with respect to the subject of indemnity herein, or a threat thereof, indemnitee agrees that indemnitor may employ attorneys of its own selection to appear and defend the claim or action on behalf of indemnitee at the expense of indemnitor as herein required, and indemnitor, at its option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against indemnitee, or threats thereof.