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(b) Prior to filing a registration statement under Section 2(a), National shall give written notice to all Shareholders that such a registration statement is to be filed. National shall include in such registration statement the Shares held by all Shareholders who request in writing (the "Selling Shareholders"), prior to the filing of the registration statement, that their Shares be so included. Selling Shareholders are authorized to use the prospectus forming part of the registration statement during the periods provided in Section 2(a), except during any period or periods with respect to which National, having determined that such prospectus is not current, advises the Selling Shareholders that such prospectus may not be used. If National so advises the Selling Shareholders, National will use its best efforts to amend or supplement the prospectus to make it current and to keep it current for an aggregate 90-day period even though such period may extend beyond December 31 in such year.

(c) National shall pay the costs and expenses of preparation and filing of any registration statement filed in accordance with Section 2(a), including the costs of printing and distributing the registration statement and any preliminary and final prospectus, the fees and disbursements of counsel to National (including fees and disbursements incurred for "blue sky" matters) and the costs and expenses of its accountants. All other costs shall be paid by the Selling Shareholders in proportion to the amount of their Shares included in such registration statement, including (i) any registration or other fees payable to the Commission, any stock exchange, the National Association of Securities Dealers, Inc. or any state securities or "blue sky" commissions, (ii) fees and disbursements of counsel to the Selling Shareholders, and (iii) underwriting or brokerage fees, discounts or commissions and any transfer taxes. In connection with any such registration statement, the Selling Shareholders shall furnish National with such information as may be required for inclusion in the registration statement or for submission to the Commission concerning the Selling Shareholders, the Shares and any plan of distribution.

2(d)(i) Each Selling Shareholder, severally and not jointly, shall indemnify and hold harmless National, its directors and its officers who sign the registration statement and each person, if any, who controls National within the meaning of Section 15 of the Securities Act against any and all losses, claims, damages and liabilities (including any investigation, legal and other expenses incurred in connection with, and any amount paid in settlement of, any action, suit, proceeding or asserted claim) insofar as such losses, claims, damages and liabilities arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the registration statement or any prospectus or preliminary prospectus forming a part thereof or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, if and to the extent such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with information furnished by such Selling Shareholder in writing specifically for use in the preparation of such registration statement, prospectus or preliminary prospectus; provided, however, that the obligation of such Selling Shareholder to indemnify National hereunder shall be limited to the total net proceeds received by such Selling Shareholder in the sale of Shares under the registration statement from which the liability arose. In connection with an underwriter offering of the Shares, the underwriter will enter into an agreement under which such underwriter will indemnify National to the extent that any untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with information furnished by such underwriter specifically for use in the preparation of the registration statement, prospectus or preliminary prospectus.

2(d)(ii) National shall indemnify and hold harmless Selling Shareholders and any of their directors, officers and partners and each person, if any, who controls a Selling Shareholder within the meaning of Section 15 of the Securities Act against any and all losses, claims, damages and liabilities, joint or several (including any investigation, legal and other expenses incurred in connection with, and any amount paid in settlement of, any action, suit, proceeding or asserted claim) insofar as such losses, claims, damages and liabilities arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the registration statement or any prospectus or preliminary prospectus forming a part thereof or the omission or

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