

FRANCHISE TAX AFFIDAVIT AND INDEMNIFICATION

State of New York)
County of _____) ss:

Title No.: _____
Exception No.: _____

_____, being duly sworn does hereby depose and state as follows:

1. That I am the _____ [office held] of _____ [name of corporation] the corporation that owns property located at _____, and more particularly described in Schedule A of the abovementioned title report.

2. That the above corporation does not owe any FRANCHISE TAX REPORTS nor are any FRANCHISE TAXES due from the date of its incorporation to this date of closing, except the following:

_____ [If none, so state].

3. That in the event that a Franchise Tax Report from the New York State Tax Commission reveals any open FRANCHISE TAX REPORTS AND/OR ANY FRANCHISE TAXES, I undertake to take all necessary steps to file all necessary reports and pay all necessary taxes and interest, penalties and surcharges, if any.

4. That the undersigned, individually and as an officer of the corporation, hereby agrees to indemnify and hold harmless Eagle Abstract Corp., and its underwriter, from any loss, claim, or damage including but not limited to interest, penalties, surcharges and/or attorney fees, caused by the non-payment of Franchise Taxes or non-filing of Franchise or Tax Returns/Reports.

5. That I make this Affidavit to induce the Eagle Abstract Corp. and its underwriter (the Company) to issue its title policy(ies). The statements made herein are based upon my actual knowledge of the facts. I realize that the Company is relying upon the truth of the statements herein contained as a basis for the issuance of its title policy(ies) and I acknowledge that the Company is entitled to so rely. In further consideration of the Company issuing its title policy(ies), I agree to fully protect, defend, indemnify and hold Company forever harmless for any loss, liens, claims, costs, expenses (including, but not limited to court costs, legal fees and expenses which the Company may incur to enforce this indemnification), or damage which Company may incur because of or arising from this Affidavit, or as a result of Company's acceptance of and reliance upon this, my/our Affidavit, or from Company having to perform or take any action under the Title Policy to cure, remove, compromise, satisfy, discharge, or dispose of any lien, encumbrance or objection to title affecting the Property and not disclosed in this Affidavit.

Sworn to before me this _____
day of _____, 20_____.

Notary Public