

Title No.
Premises:

COMMERCIAL AFFIDAVIT OF TITLE/GAP INDEMNITY *

STATE OF _____ }
COUNTY OF _____ }SS

I, _____, being the
of _____ (the Owner) being duly sworn, deposes and says:

a. No work has been done or materials supplied for construction or renovation in connection with any of the properties [the Property or Properties] more particularly described in the commitments for insurance set forth on Exhibit A annexed hereto [the Commitments] which has not been paid for, except for work done or materials furnished in connection therewith arising out of ordinary maintenance and repair. The owner will indemnify and hold _____, (the Company) harmless from and against any claim or liability in connection with any mechanic's lien which may arise out of such work done or materials supplied.

b. There are no tenants or parties in possession of any of the Property, except for: [see Exhibit B annexed hereto].

c. No parties have any options or other rights to purchase all or part of any of the property.

d. The Owner has not executed or permitted anyone on behalf of it to execute any conveyance, mortgage, lien, deed of trust, lease, easement or encumbrance of any kind on or upon any of the properties, nor does the owner have any knowledge of any of the foregoing, other than the matters set forth in the Commitments. The Owner has peaceably occupied the properties and has no knowledge of any adverse matters or claims affecting the title thereto not otherwise set forth in the commitments.

e. The Owner shall indemnify and hold harmless from and against any unpaid real estate taxes, corporate income taxes, settled or unsettled taxes, franchise taxes, charges, assessments, water and sewer or other similar municipal charges or any Bulk Sales Taxes which are a lien on any properties on date of closing.

f. The Owner shall indemnify and hold the Company harmless from and against any claim or liability and promptly proceed to remove, bond or otherwise dispose of record and encumbrance, lien or matter objectionable to title which may arise or be filed against any property during the period between the date of the last update of the commitment for the Property and the date of recording of the insured documents.

g. The Owner has not entered into any agreement with any broker for the management, sale, purchase, lease or mortgage of the Property which could result in a lien for which said broker has not been paid.

This affidavit is given to induce the Company to issue loan policies of title insurance.

SWORN TO BEFORE ME THIS
DAY OF _____ ,

NOTARY PUBLIC