

8. We hereby request that the Replacement Lease be issued in the name of _____, approved purchaser of the aforementioned shares of the Corporation and lease allocated to Apt. #_____.
9. We hereby indemnify, defend, and save harmless the Corporation, its officers, directors and counsel, and each of their successors and assigns, from and against any and all claims, actions and suits, whether groundless or otherwise, and from and against any and all liabilities, losses, damages, judgments, costs, charges, counsel fees and other expenses of every nature and character by reason refusing to honor the Replacement Lease when presented by or on behalf of a holder in due course, or a holder appearing to or believed by the Corporation to be such (whether the Replacement Lease be negotiable or not) or by the issuance or delivery of the Replacement Lease, or the making of any payment, delivery or credit in respect of the Replacement Lease without surrender thereof, or in respect of the Replacement Lease; whether or not caused by, based upon, or arising out of inadvertence, accident or oversight on the part of the Corporation or its officers, agents, clerks and employees, or our omission or failure to inquire into, contest or litigate the right of any applicant to receive any payment, credit, transfer, registration, conversion, exchange or delivery in respect of the Replacement Lease, or caused by, based upon or arising out of any other matter of thing whatsoever; provided, however, that any such dishonor shall relate to (i) the inability to produce the _____ Lease and the subsequent issuance of the Replacement Lease therefore, or (ii) any false statement by us herein contained. This indemnification shall survive the contemplated assignment and shall be binding upon the undersigned and our heirs, executors, successors and assigns from this day forward. The Corporation shall use reasonable efforts to notify us of any presentation of the _____ Lease, any demand for payment, delivery or credit in respect to the _____ Lease, and shall promptly refer any claims covered by this paragraph to the undersigned.

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

Notary Public