

GENERAL AFFIDAVIT

State of _____ }
County of: _____ } ss:

_____ being duly sworn, deposes
and says:

1. That I am one of the (grantors) (mortgagors) in that certain (deed) (mortgage) bearing even date herewith (conveying) (mortgaging) premises known as

_____ to
_____.

2. There are presently _____ tenants in said premises. Each of said tenants either (a) is in possession under a lease containing a standard subordination clause fully and unconditionally subordinating said lease to all existing and future mortgages, or (b) is a statutory tenant. All persons in possession are in possession pursuant to written leases as tenants only. There are no options to purchase or rights of first refusal either pursuant to written leases or by separate agreements.

3. There are/ are no street vaults adjoining or in front of said premises.

4. No work has been done upon the above premises by the City of New York nor has any demand been made by the City of New York for any such work that may result in charges by the New York City Department of Rent and Housing Maintenance, Emergency Services or charges by the New York City Department of Environmental Protection for water tap closings or any related work.

5. No inspection fees, permit fees, elevator(s), sign, boiler or other charges have been levied, charged, created or incurred that may become tax or other liens pursuant to Section 26-128 (formerly Section 643a-14.0) of the Administrative Code of the City of New York, as amended by Local Laws 10 of 1981 and 25 of 1984, and Section 26-4029.1 of the Administrative Code of the City of New York as amended by L.L. 43 (1988) or any other section of law. I (we) agree to indemnify EASTERN ABSTRACT CORP. ("Eastern") for any loss, cost or damage resulting from any unpaid fee or charge claimed by the Department of Buildings or the Fire Department entered in the records of the City Collector after the date of closing.

6. That the Judgments, Federal Tax Liens, Parking Violation Judgments, Environmental Control Board Liens, Environmental Control Board Fire Liens, State and City Tax Warrants, or other liens, if any, returned in the above captioned report of title are not against your deponent but are against someone of the same or similar name, and that your deponent has never resided at or done business at or maintained an office at any of the addresses listed therein.

7. That there has been no work performed by any agency of the City of New York to cure problems under The New York City Hazardous Substances Emergency Response Law, nor can any lien be incurred pursuant to the aforementioned statute. The undersigned agrees to indemnify Eastern from any loss, cost or damage, for any lien incurred up to date of this affidavit, whether filed or unfiled.

8. That your deponent(s) has (have) not been known by any other names, married or single, during the past ten years except:

9. That there are no Judgments, Federal Tax Liens, Parking Violation Judgments, Environmental Control Board Liens, Environmental Control Fire Liens, Transit Adjudication Liens, or any other liens against your deponent in any jurisdiction.

10. That there has been no change in the membership of the partnership known as _____ since its organization, nor has there been any change in the Partnership Agreement. That the person(s) executing the closing instruments had the authority to bind the partnership.

11. That your deponent is the same person who acquired title to the premises herein by deed recorded in the office of the Register/County Clerk of _____ County on _____ in (Reel) (Liber) _____ at page/cp _____.

12. That the charter of said corporation is in full force and effect and no proceeding is pending for its dissolution or annulment. That all license taxes, state franchise taxes and any City Corporate Business taxes, if applicable, due and payable by said corporation have been paid in full.

13. The undersigned agrees to pay or resolve, as expeditiously as possible, any unpaid franchise taxes, City Corporate Business, or file the appropriate tax reports which may be due at the time of closing. The undersigned also agrees to hold _____ harmless with respect to the same.

14. The undersigned agrees to indemnify Eastern for any loss, cost or damage, for any unpaid vault charge(s) which have been or may be levied by The City of New York.

That I make this affidavit to induce Eastern Abstract Corp. to insure title free and clear of the aforesaid.

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

Notary Public