

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

6. 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(s) in any jurisdiction.

7. 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.

8. That your deponent is the same person(s) who acquired title to the premises herein by deed recorded on _____ in the office of the _____ of the County of _____ in _____ at page _____.

9. 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.

10. 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 _____ acting through _____ harmless with respect to the same.

11. The undersigned agrees to indemnify _____ acting through _____ 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.

12. That deponent(s) herein (is) (are) not receiving medical assistance from New York State and (does) (do) not reside in a nursing facility, medical institution or a facility for the mentally retarded.

That I make this affidavit to induce _____ acting through _____ to insure title free and clear of the aforesaid.

Sworn to before me on _____, _____.

Notary Public