

**AFFIDAVIT OF LOST PROPRIETARY  
LEASE AND INDEMNIFICATION**

STATE OF NEW YORK        )  
  ) ss.:  
COUNTY OF                    )

\_\_\_\_\_, being duly sworn, depose and say:

1. We are citizens of the United States over the age of 21 years.
2. We are the owners and entitled to the possession of \_\_\_\_\_ shares of \_\_\_\_\_, registered in our names, and represented by Certificate No. \_\_\_\_\_, dated \_\_\_\_\_, and the appurtenant Proprietary Lease covering Apartment \_\_\_\_\_, New York, New York (the "Apartment") issued by \_\_\_\_\_, a New York corporation (the "Corporation").
3. An original Proprietary Lease, dated \_\_\_\_\_, was issued to us at the closing of title, and a copy of that Proprietary Lease is delivered with this affidavit.
4. That Proprietary Lease, issued to us, has been misplaced, destroyed, lost, or stolen.
5. We have made, or caused to be made, a diligent search for the \_\_\_\_\_ Lease, and we have been unable to find or recover the same, and that we were the unconditional owner of the Lease at the time of loss and are entitled to the full and exclusive possession under said Lease. That lease and our rights therein have never in whole or in part, been assigned, transferred, hypothecated, pledged or otherwise disposed of, and no person, firm or corporation other than the undersigned has any right, title, claim, equity, or interest in, to, or respecting the Lease.
6. If we find or recover the Lease, we will immediately and without consideration surrender it to the Corporation for cancellation.
7. This affidavit is made and is given for the purpose of inducing the Corporation to issue a replacement lease (the "Replacement Lease") in substitution for the original Lease.

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 of 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