SUPPLEMENTAL OWNER'S AFFIDAVIT AND INDEMNITY

This affidavit and indemnity agreement pertains to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., and any similar state laws (hereafter referred to in the aggregate as “PACA/PASA”).

The undersigned, being duly sworn according to law and intending to be legally bound, deposes and says:

1. That undersigned is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “Company”), and as such is familiar with the business operations of the Company.
2. That the statements contained in this affidavit are true and correct to the best knowledge and belief of the undersigned President of the Company.
3. That the Company owns the real estate legally described in attached EXHIBIT A (the “Property”).
4. That there are no outstanding unpaid sellers or suppliers of PACA/PASA commodities or products, except:
5. That no notices of claim or notices of intent to preserve claim rights have been received by the Company from PACA/PASA sellers or suppliers, except:
6. That there are no parties claiming to hold or assert rights, claims or interests under PACA/PASA against the Company or the Property other than as disclosed in the preceding paragraphs 4 and 5, except:
7. The Company hereby indemnifies \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Title Company”) and agrees to hold it harmless against any loss which the Title Company may suffer by virtue of issuing its policies of title insurance without exception to such matters. The Company understands such losses may include court costs and attorney’s fees expended by the Title Company in defending the Title or interest of the insured against such matters.
8. The Company further agrees to pay all court costs and reasonable attorney’s fees which the Title Company may expend in enforcing the terms of this affidavit and indemnity agreement.

This affidavit and indemnity agreement is made for the purpose of aiding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Title Company”) in determining the insurability of title to the Property, and to induce the Title Company to issue its policies of title insurance without exception to such matters.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_, Inc.,

a Delaware corporation

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title: President

[Acknowledgement attached]

State of

County of

Subscribed and sworn to (or affirmed) before me on this day of ,

, by ,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature (Seal)

EXHIBIT “A”