

(e) That in connection with any Account which is the subject of this Agreement, Purchaser shall defend, indemnify, and hold Seller harmless by reason of any negligent or unlawful act committed by Purchaser, its officers, employees, or agents while such account was in Purchaser's possession.

7. Seller shall assume sole responsibility for payment of all recording fees, transfer taxes, and other costs (including attorneys' fees) arising out of this Agreement of Purchase and Sale. At closing, Seller shall pay to Purchaser \$ N/A for the estimated fees and costs of recording. Purchaser shall account to Seller for the actual expenses. Should the actual costs exceed \$ N/A, Seller shall reimburse Purchaser, and should the actual costs be less, Purchaser shall remit the balance to Seller.

8. The failure at any time or times hereafter to require strict performance by Seller of any of the provisions, warranties, terms and conditions contained in this Agreement, or any other agreement, document, or instrument now or hereafter executed by Seller and Purchaser, shall not waive, affect, or diminish any right of Purchaser hereafter to demand strict compliance and performance therewith and with respect to any provisions, warranties, terms and conditions contained in such agreements, documents, and instruments at any other time, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or a different type. None of the warranties, conditions, provisions and terms contained in this Agreement or any other agreement, document, or instrument now or hereafter executed by Seller and Purchaser shall be deemed to have been waived by any act or knowledge of Purchaser, its agents, officers, or employees, unless the Seller is so advised by a written instrument signed by the President or Executive Vice President of Purchaser and directed to Seller specifying such waiver.

9. Seller shall indemnify and hold Purchaser harmless against and in respect of:

(a) All liabilities, obligations, actions, suits, investigations, proceedings of Purchaser or claims which may be imposed upon Purchaser as a transferee of Seller, or which may affect the Accounts in any way, whether pursuant to any statutory provisions or otherwise, or which arise by reason of any negligent or unlawful act committed by Seller, its officers, employees, or agents.

(b) All damages or losses resulting from any breach of warranty, claim of a breach of warranty or non-fulfillment of any of the terms and provisions of this Agreement.

(c) All actions, suits, proceedings, damages, assessments, judgments, costs, and expenses including legal fees incident to any of the foregoing.

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