

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between State Bank of India (hereinafter Bank) and \_\_\_\_\_ (name and type of organization (state whether individual, partnership, corporation or proprietorship) (hereinafter undersigned) WITNESSETH:

That it is hereby represented and warranted that the undersigned is the:
[ ] Drawer [ ] Purchaser [ ] Payee [ ] Endorsee
of Bank's [ ] Certified check [ ] Official Bank check

Check No. \_\_\_\_\_ dated \_\_\_\_\_ in the amount of \$ \_\_\_\_\_, drawn by \_\_\_\_\_ payable to the order of \_\_\_\_\_ and is entitled to the proceeds of said instrument, which has been lost, stolen, or destroyed and that the said instrument was not endorsed/or was endorsed by the following endorsers in the order stated

- 1. \_\_\_\_\_
2. \_\_\_\_\_ (list of endorsers)

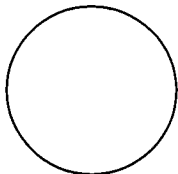
The undersigned hereby requests the Bank to furnish to the undersigned a replacement instrument (to enter a credit to the undersigned's account with Bank) in the amount of the original instrument as set forth above.

In consideration of Bank's reliance upon the foregoing representations and warranties and in further consideration of Bank's compliance with the foregoing request, the undersigned does hereby agree to indemnify, keep indemnified and save Bank harmless from and against any and all claims, demands, losses, damages, actions, and causes of action, including expenses, costs, and reasonable attorney fees that Bank at any time may sustain or incur by reason of Bank's having relied upon the foregoing representations and warranties and/or complied with the foregoing request of the undersigned. The liability of the undersigned to Bank shall accrue immediately upon the presentation for payment of the original instrument or the assertion by any party whatsoever of any claim under or on account of the said instrument, irrespective of the manner or procedure in or by which the said presentation or assertion is made. The undersigned agrees at any time and immediately upon demand to furnish Bank with and pay for a bond in form satisfactory to Bank executed by a corporate surety satisfactory to Bank in the Principal amount of two times the amount of the original instrument so as to secure the foregoing obligation of the undersigned. The undersigned hereby agrees to deliver to Bank for cancellation the original if the same shall ever be found.

If there be more than one undersigned, their ability hereunder and the representations and warranties herein made shall be joint and several and this Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned and shall inure to the benefit of the Bank, its successors and assigns.

These presents are given under seal the day and year first above written.

i) (Corporate Acknowledgement)



Signature, Name & Designation (if applicable)

\_\_\_\_\_

State of New York )
:SS

County of New York )

On \_\_\_\_\_ 20 \_\_\_\_ before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_ that he is the \_\_\_\_\_ of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed as \_\_\_\_\_

ii) (Personal Acknowledgement)

State of New York ) \_\_\_\_\_

:SS

County of New York ) Signature & Name

On \_\_\_\_\_ 20 \_\_\_\_ before me personally came \_\_\_\_\_ to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

\_\_\_\_\_
Notary Public