**STG Indemnity Agreement: Sale of Mobile Home Park in Compliance with C.R.S. § 38-12-217**

File, Commitment, GF, or Policy Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(referred to herein as the "File")

This indemnification (hereafter "Indemnification" or "Agreement" or "Indemnity Agreement") is made and given by the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, individually, and on behalf of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ referred to herein as "Indemnitor" (whether one or more) for the benefit of Stewart Title Guaranty Company and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (individually and collectively referred to hereafter as "Title Company").

1. A. The Title Company has issued or will issue a commitment, binder or preliminary report with respect to the Land described in the File (referred to hereafter as "Land"). An Exception has been or will be made to any loss, damage, claim, or expense arising from or in connection with the failure of the Indemnitor to comply with the provisions of C.R.S. § 38-12-217.

B. Indemnitor has requested the issuance by Title Company from time to time before, on, or after the effective date of this Agreement, of a policy or policies of title insurance, endorsements, commitments, binders, preliminary reports, guarantees and indemnities ("Title Insurance Policy" or "Title Insurance Policies") covering all or part of the Land as to transactions, past, present and future, and insuring against loss which may be sustained by reason of the Indemnitor’s failure to comply with the provisions of C.R.S. § 38-12-217, and without showing the same as an Exception to title.

2. To induce the Title Company to issue any Title Insurance Policy without an Exception for Indemnitor’s failure to comply with the provisions of C.R.S. § 38-12-217, Indemnitor shall hold harmless, protect, defend and indemnify the Title Company from and against any and all claims, costs, liabilities, losses, damages, expenses and charges (whether or not the Title Company has suffered actual loss), including, but not limited to, attorney's fees and expenses of litigation, and attorney's fees and expenses to enforce this Agreement, for which the Title Company may in its sole discretion become liable or sustain, arising out of or any way connected with any Title Insurance Policy providing coverage without an Exception for Indemnitor’s failure to comply with the provisions of C.R.S. § 38-12-217. Any determination of coverage by the Title Company shall be conclusive evidence that the matter is within the Title Policy coverage for the purposes of this Agreement.

3. A. If any demand, notice, or claim relating to the Indemnitor’s failure to comply with C.R.S. § 38-12-217 shall be made or filed against the Land, or any action shall be commenced relating to the C.R.S. § 38-12-217 (collectively, a “Claim”), Indemnitor shall, within twenty (20) days of the earlier of such demand, notice, claim, filing or commencement, as applicable, in form and manner satisfactory to the Title Company:

1. As may be applicable, cause a release of said Claim to be filed in the appropriate official records office; or
2. Cause to be recorded with respect to said Claim, a bond or bonds conforming to applicable statutes and sufficient to release said Claim from the Land; or
3. Deposit with the Title Company an amount equal to one hundred fifty percent (150%) of the amount demanded on account of the Claim. If the Claim seeks to void the transfer of title of the Land insured under the Title Insurance Policy the amount of deposit shall equal 150% of the amount of coverage in the Title Insurance Policy; or
4. Take such other action as shall be required by the Title Company it its sole discretion.

B. Should Indemnitor fail to comply with subparagraphs (i), (ii), (iii) or (iv) as set forth above, the Title Company is authorized by Indemnitor, but is not obligated, to advance and pay such amounts as the Title Company shall, in its sole discretion, determine to be appropriate to procure release of such Claim. Without notice or demand, the Title Company may take any action it deems appropriate for its protection or the protection of any of its insureds. Indemnitor agrees upon demand to reimburse the Title Company for all amounts advanced or expended, together with the maximum rate of interest allowable by law.

4. It is specifically understood and agreed by Indemnitor that once such title insurance obligations have been undertaken by the Title Company, no cancellation by Indemnitor can be effective.

5. Indemnitor understands that, as a continuing guarantee, as well as a direct indemnification, Indemnitor authorizes the Title Company without notice or demand, and without affecting the Indemnitor's liability hereunder, from time to time: (a) to renew, compromise, extend, accelerate or otherwise change the time or terms of payment of any obligation which shall be so guaranteed hereunder; (b) to take security for the payment of this Agreement and to exchange, enforce, waive and release any such security; (c) to apply such security and direct the order or manner of sale thereof as the Title Company may in its discretion determine; and (d) release or substitute any one or more of the Indemnitors (if more than one). In addition, Indemnitor waives any right to require the Title Company (a) to proceed against any person; (b) to proceed against or exhaust any security held by the Title Company or (c) to pursue any other remedy whatsoever. Indemnitor also waives all presentments, demands for performance, notices of non-performance, and notice of acceptance of this guarantee and indemnity. Indemnitor also waives any and all claims, counterclaims or defenses against the Title Company for recovery by the Title Company under this Agreement based upon any action or inaction of the Title Company or anyone else under this Agreement, the Title Policies or any other agreement between Indemnitor and the Title Company.

6. In the event any provision of this Agreement shall be held invalid or unenforceable by any court having jurisdiction, such provision shall be deemed severable and shall not affect the validity of any other provisions or the balance hereof.

7. The failure of the Title Company from time to time to demand the performance of any act which it might require of Indemnitor hereunder or any other indemnitor shall not be construed as a waiver of the right to enforce such performance at a later time upon appropriate demand.

8. In the event of lawsuit regarding any of the terms of this Agreement or performance or non-performance thereof, the parties agree that venue shall be in the appropriate courts in the county, parish, or state where the Land is located. The laws of the State of the site of the Land shall govern any suit. By signature hereto Indemnitor appoints the Clerk of said Court as the Indemnitor's agent to receive service of process and, further consents to jurisdiction of said Court over the Indemnitor.

9. Indemnitor understands and agrees that the Title Company is not obligated to issue any title insurance at any time, although requested to do so by Indemnitor, and may exercise its own discretion as to the issuance of any title insurance now or in the future. However, once the Title Company has issued title insurance, Indemnitor agrees that the issuance of title insurance will be in specific reliance upon this indemnification and guarantee given by the Indemnitor, and Indemnitor shall be obligated whether or not Indemnitor has specifically requested the issuance of title insurance.

10. All written notices permitted or required to be given under this Agreement may be delivered (by UPS, Federal Express or other similar means) to each of the parties thereto, or mailed to each party by Registered United States Mail or Certified United States Mail, and shall be considered duly made when addressed as follows:

To Title Company:

Stewart Title Guaranty Company
P.O. Box 2029
Houston, Texas 77252
Attention: Stewart Legal Services

with copy to:

Stewart Title Guaranty Company
1360 Post Oak Blvd., Ste 100, MC # 14-1
Houston, TX 77056
Attention: Stewart Legal Services

To Indemnitor(s):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Either party may, by written notice to the other, as aforesaid, change the address to which notices are to be sent.

11. A. The parties acknowledge that the Title Company may be asked to provide title insurance pursuant to this Agreement wherein legal title to the Land and improvements may be vested in a corporation, partnership, joint venture or other form of ownership other than individuals. It is the intention of the parties hereof that any person signing this Agreement individually and not in a representative capacity shall be unconditionally and personally bound by the terms hereof with full personal recourse against such individual.

B. Where any one or more of Indemnitors are corporations, partnerships, limited liability companies or joint ventures, the officer signing on behalf of such entity personally represents and warrants that he/she has been duly authorized by such entity to execute this Agreement on behalf of such entity.

C. The obligations hereunder are joint and several and unconditional and shall continue whether or not the undersigned has any interest in the entity which presently owns the Land or in the Land itself at the time a claim hereunder may be made by the Title Company.

12. This Agreement shall benefit and bind the parties hereto and their respective successors, assigns and, in the case of individual Indemnitors, their heirs and personal representatives. This Agreement may not be amended or modified without the written Endorsement thereof by Title Company and Indemnitor.

IN WITNESS WHEREOF, the undersigned has / have executed this Indemnity Agreement effective this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_\_.

Individual Signature Block:

Indemnitor (in individual capacity):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Entity Signature Block:

Name of Entity:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Individual Notary Acknowledgment:

STATE OF \_\_\_\_\_\_\_\_\_\_ )

 )ss.

COUNTY OF\_\_\_\_\_\_\_\_\_ )

This record was acknowledged before me on [DATE] by [NAME(S) OF INDIVIDUAL(S)].

Notary Public

Commission Expiration

Entity Notary Acknowledgement:

STATE OF \_\_\_\_\_\_\_\_\_\_ )

 )ss.

COUNTY OF\_\_\_\_\_\_\_\_\_ )

This record was acknowledged before me on [DATE] by [NAME(S) OF INDIVIDUAL(S)] as [TYPE OF AUTHORITY OR OFFICE] of [NAME OF ENTITY].

Notary Public

Commission Expiration