

## Affidavit and Indemnity for Lost, Stolen or Destroyed Cashier's Check ("Affidavit")

Cashier's Check Description ("Check"): \_\_\_\_\_

Check Date: \_\_\_\_\_

### Declaration of Loss:

Under penalty of perjury and subject to the indemnification and other provisions in this Affidavit, the undersigned ("me" or "I") declares and certifies that I do not have possession of the Check issued by Goldman Sachs Bank USA ("GS Bank"), of which I am a payee, for one of the following reasons, ("Claim"):

- I never received the Check; or
- I received the Check, but it has been stolen or irrevocably lost or damaged.

I agree that if I subsequently find or locate the Check, I will notify Bank immediately and follow GS Bank's instructions to either return it to GS Bank or destroy it.

### Indemnification of GS Bank and Holder In Due Course:

I acknowledge and agree that in the event that GS Bank accepts this Affidavit and, on the strength of the representations therein, takes actions to stop payment of the Check and/or issue a replacement check, I am obligated to indemnify the GS Bank as against any third party, including another bank, for any losses, claims, causes of actions, costs, including attorney's fees that result from GS Bank's stop payment or issuance of a replacement check (collectively "Losses").

Further, I understand and agree that should the Check ever be presented for payment by a person that is a holder in due course, then I am obligated to refund to GS Bank an amount equivalent to the amount of the Check ("Amount"), as well as any costs incurred by GS Bank in establishing the claims of the holder in due course. I acknowledge that GS Bank may place a hold on the funds in my Account at GS Bank during the pendency of the confirmation of the holder in due course's claims, may take the Amount from my account(s) and/or may use the set-off rights disclosed in the GS Bank Deposit Account Agreement to recover the Amount.

A "holder in due course" for purposes of this Affidavit shall mean any person, company or individual who has accepted the Check (i) for value, (ii) in good faith, (iii) without notice that the instrument is overdue, has been dishonored, contains an unauthorized signature or has been altered in any way, and (iv) without notice that any party has a defense or claim in recoupment of such Check. For the avoidance of doubt, a "holder in due course" is not any person, company or individual who has received the Check (i) by legal process or by purchase in an execution, bankruptcy, or creditor's sale or similar proceeding, (ii) by purchase as part of a bulk transaction not in ordinary course of business of the transferor, or (iii) as the successor in interest to an estate or other organization.

### Claim and Request for Replacement

Based upon this Affidavit, I assert the Claim and request that the funds in the same dollar amount as the Check be issued to me by a wire transfer, an Automated Clearing House transfer, or another check, as I shall specify, all of which are subject to the provisions set forth in the GS Bank Deposit Account Agreement.

The signatures below attest my full and complete understanding of the procedures under which a replacement may be provided by GS Bank. I sign and agree that I will have liability as against third-parties and holders-in-due-course, as described above. By signing below, I also agree that submitting this Affidavit does not obligate GS Bank to take any action with respect to this Claim, and that I will fully cooperate with GS Bank in providing information, time and resources, as may be necessary, to resolve this Claim and/or establish the veracity of a holder in due course's claims.

### So sworn and attested:

\_\_\_\_\_  
Customer Signature/ Date

### Notary\* Section

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the above signed personally appeared before me, and I am satisfied he/she is the person who signed the foregoing Affidavit, and he/she did acknowledge that he/she signed, sealed, and delivered the same as his/her voluntary act and deed, for the uses and purposes expressed in this Affidavit.

\_\_\_\_\_  
Name of Notary Public

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

\* The notary must be duly commissioned or otherwise licensed in one of the states of the United States or in a U.S. territory.