



222 North LaSalle Street | Chicago, Illinois 60601 | Phone: 312-419-3900 | Fax: 312-419-0569 | nnnt.com

**Exhibit F to the
Like-Kind Exchange Agreement**

GUARANTY AND INDEMNITY AGREEMENT

This Guaranty and Indemnity Agreement (this “Indemnification Agreement”) is made as of this ____ day of ____, 2012 by _____ (the “Indemnitor”), in favor of Exchange Services Group LLC (the “Indemnitee”).

RECITALS

- A. The parties hereto are parties to the Like-Kind Exchange Agreement dated as of ____, 2012 (the “Agreement”), which requires that the Indemnitor enter into this Indemnification Agreement in the form hereof.
- B. The Affiliate, if any, will derive substantial benefit from the services and performance of the Indemnitee pursuant to the Agreement.
- C. This Indemnification Agreement is being entered into by the Indemnitor to indemnify the Indemnitee to the fullest extent possible, and shall not in any manner limit or reduce the indemnification that is or might be available to the Indemnitee at law or in equity or pursuant to any other agreement, including but not limited to the Agreement.

NOW, THEREFORE, in consideration for the Indemnitee’s services and performance pursuant to the Agreement, the parties hereto agree as follows:

SECTION 1 Incorporation and Certain Definition. The foregoing recitals are incorporated herein by reference as if fully set forth herein. The term “Indemnitee” includes the Indemnitee’s respective affiliates, subsidiaries, directors, officers, employees, representatives, agents and insurers. Capitalized terms used but not defined herein have the meanings specified in the Agreement.

SECTION 2 Indemnification, Defense and Hold Harmless.

2.01. The Indemnitor hereby agrees to indemnify (“Indemnification Obligation”) the Indemnitee for and defend the Indemnitee against (“Defense Obligation”) the following (collectively, the “Claims”): any claims (including allegations that may be false, fraudulent or groundless), losses, damages, demands, liabilities, (including environmental liabilities and claims), costs and expenses, bodily injury or death, public charges or penalties, or any lien (and all actions, lawsuits, or proceedings in respect thereof and any and all reasonable legal or other expenses incurred in connection therewith and whether or not the actions, lawsuits or proceedings are based on contract,

warranty, strict liability in tort, negligence or other legal theory) caused by or arising out of or in connection with:

- (a) the Indemnitee's execution and performance of the Agreement;
- (b) the Indemnitee's execution and performance of any agreement or document pursuant to the Agreement;
- (c) transactions contemplated by the Agreement, including the sale of the Relinquished Property and the purchase of the Replacement Property;
- (d) the Indemnitee's holding of legal title to the Relinquished Property and/or the Replacement Property; or
- (e) Exchangor's breach of (i) the Agreement or (ii) any agreement or documents pursuant to the Agreement or in connection with the transactions contemplated by the Agreement.

2.02. In the event the Indemnitor fails or refuses to fulfill the Indemnification Obligation and/or the Defense Obligation, the Indemnitor shall be liable to the Indemnitee, in addition to any other damages allowable by law, for the costs, including fees and expenses of legal counsel, in connection with the Indemnitee's enforcement of the Indemnification Obligation and the Defense Obligation. In the event of such action, the parties hereto acknowledge and agree that the Indemnitee shall be entitled to receive advances from the Indemnitor under Section 4.01 of this Indemnification Agreement and even if the Indemnitor defends against such action, unless and until such action is finally adjudicated by a court order or judgment from which no further right of appeal exists.

2.03. The Indemnification Obligation and Defense Obligation shall be deemed and construed as separate obligations, and if either the Indemnification Obligation or the Defense Obligation is found invalid under any law or regulation, the provision shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the other obligation or any other provision of this Indemnification Agreement or the Agreement.

2.04. Nothing herein shall be construed to obligate the Indemnitee to appear in its own defense or to contest any assertion of liability against the Indemnitee for which it is entitled to indemnification hereunder. The Indemnitee shall be entitled to full and complete indemnification from the Indemnitor pursuant to this Indemnification Agreement whether or not the Indemnitee makes or fails to make any appearance or contest any asserted liability or obligation.

SECTION 3 Survival. This Indemnification Agreement shall be deemed to be continuing in nature and the Indemnification Obligation and Defense Obligations shall remain effective and survive the expiration of exchange periods contemplated by the Agreement, consummation or termination of any transaction contemplated by the Agreement and the termination of the Agreement.

SECTION 4 Advancement of Expenses and Procedure.

4.01. The Indemnitor shall advance all expenses incurred by the Indemnitee in connection with the investigation, defense, settlement or appeal of any civil or criminal action, suit or proceeding in connection with the Claims. Indemnitee shall repay such amounts advanced only if, and to the extent that, it is finally adjudicated by a court order or judgment from which no further right of appeal exists that the Indemnitee is not entitled to be indemnified or defended by the Indemnitor as provided hereby.

4.02. Any indemnification and advances provided for in this Indemnification Agreement shall be made no later than thirty (30) days after receipt of the written request therefor from the Indemnitee.

SECTION 5 Guaranty. The Affiliate(s) _____ hereby unconditionally and irrevocably guarantees, jointly and severally each as a primary obligor and not merely as a surety, all performance and payments of Exchangor under the terms of the Agreement. Such obligation of the Affiliate(s) under this Section 5 shall be collateralized by the Relinquished Property.

SECTION 6 Miscellaneous.

6.01. *Successors and Assigns.* This Indemnification Agreement shall be binding upon the Indemnitor and its successors and assigns, and shall inure to the benefit of Indemnitee and its respective successors and assigns.

6.02. *Interpretation.* The words "herein" and "hereunder" and words of similar import shall refer to this Indemnification Agreement as a whole and not to any particular provision thereof. The term "including" is by way of example and not limitation.

6.03. *Choice of Law.* This Indemnification Agreement shall be governed by and its provisions construed in accordance with the laws of the State of Illinois, without regard to the conflict of law principles thereof.

6.04. *Amendment and No Waiver.* No amendment, modification, termination or cancellation of this Indemnification Agreement shall be effective unless it is in writing signed by both the parties hereto. No waiver of any of the provisions of this Indemnification Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

6.05. *Notices.* The applicable notice provisions of the Agreement shall govern all notices under this Indemnification Agreement.

6.06. *Counterparts.* This Indemnification Agreement may be executed in one or more counterparts, each of which shall constitute an original.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement as of the date first above written.

INDEMNITOR:

INDEMNITOR:

EXCHANGOR

EXCHANGOR

Signature

Signature

Print Name

Print Name

Title (if applicable)

Title (if applicable)

AGREED TO AND ACCEPTED:

INDEMNITEE:

EXCHANGE SERVICES GROUP LLC

Signature

Print Name

Title