Third Party Crime Insurance Defense and Indemnity Agreement

Broker will defend, indemnify and hold harmless ETCREO Management, and each and all of its agents, servants, employees, officers, directors, shareholders, parents, subsidiaries, affiliated corporations and entities, partners, limited partners, heirs, administrators, executors, brokers, insurers, re-insurers, attorneys, predecessors, and assigns of and from any and all manner of actions and causes of action, suits, debts, dues, attorney fees, attorney costs, court costs, consultant fees, accounts, bonds, covenants, contracts, guarantees, notes, bonds, leases, agreements, compensatory damages, extra contractual damages, punitive damages, judgments, interest, penalties, rents, torts, negligence, malpractice, claims and demands, whatsoever, which may be asserted by or on behalf of Sellers and/or Buyers arising out of any acts or omissions of the Broker and/or any of the Broker's employees, agents, officers or anyone else acting on broker's behalf in connection with the listing, marketing, showing, sale of and/or settlement on Properties.

(a) Defense. Broker will provide said defense to ETCREO Management upon the commencement of a lawsuit and/or assertion of a complaint, claim, counterclaim or crossclaim by any party against ETCREO Management, allegedly arising out of the listing, marketing, showing, sale of and/or settlement of a Property. Said defense will be in the nature of Broker's payment of all reasonable fees and costs for counsel to represent ETCREO Management, which counsel must be acceptable to ETCREO Management. Except in the event of a non-consentable conflict under the applicable Rules of Professional Conduct, and if otherwise appropriate, said defense may be in the nature of single counsel representing both ETCREO Management and Broker, which counsel must be acceptable to both ETCREO Management and Broker, for whom Broker will pay all reasonable fees and costs.

(b) Indemnity. Broker will provide said indemnity to ETCREO Management without the necessity of any settlement, judgment or award having to first be paid by or on behalf of ETCREO Management.

This Third Party Crime Insurance Defense and Indemnity must be signed and dated below by the Principal Owner of the Company. It is to remain effective indefinitely unless written notice of cancellation is sent by certified mail to ETCREO Management.

By entering my signature or initials below I accept the terms of the ETCREO Management Third Party Crime Insurance Defense and Indemnity Agreement and I am signing this form electronically.

Accepted by Principal Owner (signature): Date:

Print Name of Principal Owner: Title:

Company Name: City/State: