INDEMNITY AGREEMENT

BANK OF NORTH DAKOTA
SFN 51164 (04-2009)

This Indemnity Agreement is entered into this _____ day of _____, 20____, by and between Bank of North Dakota ("Bank") and _____, whose address is_____ ("Undersigned").

It is hereby represented and warranted that the Undersigned is the (Check one): ☐ Purchaser ☐ Payee ☐ Endorsee of the Bank's (Check one): ☐ Certified Check ☐ Official Bank Check ☐ Certificate of Deposit ("Instrument") dated _____, in the amount of _____ Dollars ($_____), drawn by _____ payable to the order of _____ and is entitled to the proceeds of such instrument which has been lost, stolen or destroyed.

The Undersigned hereby requests the Bank to (Check one):

☐ furnish to the Undersigned a replacement instrument

☐ enter a credit to the Undersigned's account with the Bank in the amount of the original instrument as set forth above.

In consideration of the Bank's reliance upon the foregoing representations and warranties and in further consideration of the Bank's compliance with the foregoing request, the Undersigned agrees to indemnify and save the State of North Dakota, the Bank, their employees, and agents harmless from and against any and all claims, demands, losses, damages, actions, and causes of action, including expenses, costs, and reasonable attorneys' fees which the State of North Dakota, the Bank, their employees, and agents at any time may sustain or incur by reason of the State of North Dakota's, the Bank's, their employees, and agents reliance upon the foregoing representations and warranties, compliance with the foregoing request of the Undersigned, or arising out of the representations, warranties or request of the Undersigned.

The liability of the Undersigned to the Bank accrues 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 original Instrument regardless of the manner or procedure in or by which the presentation or assertion is made. The Undersigned agrees at any time and immediately upon demand to furnish the Bank with and pay for a bond in form satisfactory to the Bank executed by a corporate surety satisfactory to the Bank in the principal amount of twice the amount of the original Instrument so as to secure the foregoing obligations of the Undersigned. The Undersigned hereby agrees to deliver to the Bank for cancellation the original Instrument if it should ever be found.

If there be more than one Undersigned any liability hereunder and the representations and warranties made herein is 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.

By	By

State of _____

County of _____

The foregoing instrument was acknowledged and sworn to before me this _____ day of _____, 20____, by _____.

_____
Notary Public