AFFIDAVIT OF NON-RELIANCE

Medallion No. __________________________

State of New York )
) ss:
County of ________ )

____________________________ , an officer / member / manager / partner / owner
(Name) ____________________________ (choose one)
or other authorized representative of __________________________________________________
(Name of entity, if any)

(the “Purchaser”) which is purchasing or otherwise receiving an interest in the above-referenced taxicab medallion(s) (individually, and collectively, if more than one, the “Medallion”) deposes and says under penalty of perjury:

1. The Purchaser has been advised by the New York City Taxi & Limousine Commission (the “TLC”) that the TLC makes no representation as to the existence, validity or payment of any liens or encumbrances which might be outstanding against the Medallion.

2. The Purchaser acknowledges that to the extent there is any lien, claim or open issue regarding the Medallion, the seller and Purchaser remain responsible and liable to perform their obligations pursuant to section 19-512 of the Administrative Code of the City of New York (“Section 19-512”).

3. The Purchaser also acknowledges and understands that Purchaser’s interest in the Medallion is subject to any existing security interests and the provisions of Section 19-512 and that the Purchaser has made appropriate title searches and has discovered no liens or encumbrances which cannot be satisfied upon purchase.

4. The Purchaser has not relied on any statement or representation of the TLC in connection with the purchase of the Medallion, including, but not limited to, regarding the value of taxicab medallions and has not relied on the actions or determinations of the TLC in respect of the Medallion.

5. The Purchaser acknowledges and understands that the use and transferability of the Medallion and the operation of a taxicab pursuant to the license represented by the Medallion are subject to and conditioned upon compliance with requirements of the rules of the TLC and applicable law, as may be amended from time to time.
6. The Purchaser agrees to hold the TLC harmless from any claims arising out of the ownership of, or operation of, the Medallion, including, but not limited to, the costs and expenses of litigation.

________________________________________
Signature

Sworn to before me on this ___ day of ______________, 2___

________________________________________
Notary Public