

RELEASE AND HOLD HARMLESS AGREEMENT

S.E. Michigan Land Holding, LLC (the "Offerer") and the City of Rochester Hills (the "Owner"), in consideration of permission granted by Owner authorizing Offerer to enter upon Owner's Premises described in attached Exhibit A, for the limited purpose of inspections in connection with Offerer's prospective purchase of the Premises, agree as follows:

Offerer, its officers, employees, agents, invitees, consultants and contractors (collectively, "Offerer's Representatives") may have reasonable access to the Premises to conduct the inspections, at Offerer's sole cost, risk and expense. To the full extent permitted by law, Offerer agrees to release, indemnify, defend and hold Owner harmless from any claim, loss, cost, expense, liability, damage, loss or injury, including attorney's fees, arising from or related to entry onto or inspection of the Premises by Offerer's Representatives. In the event any inspections involve invasive testing or disturb any portion of the Premises, Offerer shall, at its sole cost and expense, restore the Premises to its prior condition.

This Agreement shall continue in effect until terminated by either party upon written notice to the other, or until a purchase agreement is entered into between the parties, in which case the purchase agreement shall supersede this agreement and thereafter govern the relationship between the parties.

S.E. Michigan Land Holding, LLC

City of Rochester Hills

By: _____

By: _____

Bryan Barnett, Mayor

Its: _____

Date: July __, 2014

Date: July __, 2014