

AFFIDAVIT AND HOLD HARMLESS AGREEMENT

RPB

I/We, GREEN POINTE MANAGEMENT, as Buyers hold your institution, the Seller, or any other assignee/third-party vendors/suppliers and any of your individual personnel harmless and without further liability that might arise from the condition of the Property. This statement is made free of any duress.

RPB

I/We, GREEN POINTE MANAGEMENT, as Buyers have been advised and are aware that a second title report (date down) will be pulled before closing of Escrow and can include additional Open Matters that may include, without limitation, Special Assessments, Special Assessment Liens, MSBU Liens, Impact Fees, Water, Sewer and/or Trash removal charges, Code Enforcement Violations, notices of open, expired or out-of-compliance permits and/or unapproved/unpermitted improvements.

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I/We, GREEN POINTE MANAGEMENT, as Buyers agree to continue and proceed with the Sale of the above property upon receipt of the updated title report (date down) notwithstanding any additional Open Matters.

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I/We, GREEN POINTE MANAGEMENT, as Buyers are aware that Bank of America and its affiliates/third-party vendors/suppliers have the right to keep the Earnest Money Deposit if I choose to cancel the contract and not purchase the Property.

Notwithstanding anything contained herein to the contrary, the parties hereto expressly covenant and agree that the terms and conditions of this Agreement shall survive the termination of any agreement to purchase the Property or closing on the purchase thereof.

Made this 8 day of MARCH, 2016.

Buyer 1 Signature: Robert P. Gilispic
Buyer 2 Signature: Robert P. Gilispic managing partner on BEHALF of Green Pointe Management

Buyer 3 Signature: _____

Subscribed and sworn to me this 15th day of march, 2016, by _____

Notary Public Signature: Laura Herman

Notary Public Printed Name: LAURA HERMAN

My Commission Expires: _____

LAURA HERMAN
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires May 1, 2018



RPB
3-15-16