

AFFIDAVIT AND INDEMNITY

This Affidavit is executed for the benefit of M.S. Title Agency, LLC and/or First American Title Insurance Company, their successors and/or assigns (collectively, the "Company") with respect to property located in _____ County, Michigan, more particularly described in the Company's Commitment for title insurance No. _____ (the "property").

Affiant must initial and complete the appropriate section below, or indicate that it is not applicable (N/A"), and hereby states as follows:

_____ **Sale of Interest: (Seller/Landlord)**

Affiant entered into a written agreement with _____, the "Broker" as defined in the Commercial Real Estate Broker's Lien Act (Michigan Public Act 201 of 2010), for the purpose of selling, leasing or otherwise conveying an interest in the property. Broker is entitled to compensation pursuant to the agreement in the amount of \$_____.

_____ **Acquisition of Interest: (Buyer/Lessee)**

Affiant entered into a written agreement with _____, the "Broker" as defined in the Commercial Real Estate Broker's Lien Act (Michigan Public Act 201 of 2010), for the purpose of acquiring an ownership interest in the property, including but not limited to a leasehold interest in the property and/or improvements located thereon. Broker is entitled to compensation pursuant to the agreement in the amount of \$_____.

_____ **General Disclosure:**

Affiant has neither entered into a written agreement with, nor is Affiant aware of any individual who has entered into a written agreement with any "Broker" as defined in the Commercial Real Estate Broker's Lien Act (Michigan Public Act 201 of 2010), for the purpose of selling, leasing or otherwise conveying an interest in the property.

Affiant acknowledges that the Company is relying on the representations contained in this Affidavit in issuing its policy or policies of title insurance covering the property, and that the Company would not issue such policy or policies without exception to a Broker's right to lien unless these representations were made. In consideration of the Company's issuance of such policy or policies of title insurance, Affiant agrees to defend, hold harmless and indemnify the Company against all loss, damage or liability, including liability for reasonable attorneys' fees incurred under Conditions of its policy or policies resulting from the recording, enforcement or attempted enforcement of any commercial broker's lien pursuant to the Commercial Real Estate Broker's Lien Act (Michigan Public Act 201 of 2010).

Affiant: (Seller/Landlord)

Dated: _____

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me, a notary public, this _____ day of _____, 20_____, by _____.

Notary Public for the State of Michigan,
Acting in _____ County.

Affiant: (Buyer/Lessee)

Dated: _____

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me, a notary public, this ____ day of _____, 20____,
by _____.

Notary Public for the State of Michigan,
Acting in _____ County