

OCCUPIED PROPERTY ADDENDUM

This Occupied Property Addendum (this “**Addendum**”) is an addendum to that certain ___ Sellers Addendum dated _____ (the “**Purchase Agreement**”) between Wells Fargo Bank, N.A. “**Seller**,” and the term “Seller” may also include Seller’s servicing agent or attorney-in-fact) and _____ (“**Buyer**”) for the Property and improvements located at the following address: 5055 E CRESCENT DR, ANAHEIM, CA 92807the(“**Property**”). Seller and Buyer may each be referred to herein as a “**Party**” and collectively as the “**Parties**.” The Purchase Agreement and this Addendum together constitute the “**Agreement**.” Any term not defined herein shall have the same meaning and definition as set forth in the Purchase Agreement. If there is a conflict between the Purchase Agreement and this Addendum, the terms and provisions of this Addendum shall control.

Seller and Buyer agree as follows:

1. OCCUPIED PROPERTY. BUYER UNDERSTANDS AND ACKNOWLEDGES THAT SELLER MAY HAVE ACQUIRED THE PROPERTY THROUGH FORECLOSURE, DEED-IN-LIEU OF FORECLOSURE, OR A SIMILAR PROCESS, THAT SELLER HAS NEVER OCCUPIED THE PROPERTY, AND THAT SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE ABOUT THE CONDITION OF THE PROPERTY. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER THE PROPERTY IS OCCUPIED AS OF THE CLOSING BUT BELIEVES THE PROPERTY TO BE OCCUPIED. THE PROPERTY MAY BE SUBJECT TO LEASEHOLD INTERESTS OF VARIOUS TENANTS. Seller is under no obligation to provide any information regarding leases, amendments or any other documents, including but not limited to information regarding any current eviction proceedings, to Buyer. Buyer understands and acknowledges that Seller will not provide any case numbers, current disposition of any eviction proceedings, nor contact information for Seller’s attorney. Further, the progress and/or outcome of any current eviction case will have no bearing whatsoever in the transaction contemplated by the Purchase Agreement and any addenda thereto, including the mutually agreed upon closing. Buyer further acknowledges that Buyer shall be solely responsible for notifying any tenants or occupants of the transfer of ownership of the Property, and shall be liable to any and all tenants for repayment of any outstanding security deposit and pre-paid rent, less lawful deductions. This provision shall survive the closing of the transaction contemplated by the Purchase Agreement and this Addendum and shall not be deemed to have merged into any of the documents executed or delivered at closing. Because the Property was acquired by Seller through foreclosure, deed in lieu of foreclosure, or a similar process, Seller has no security deposits or pre-paid rent to surrender to Buyer.

2. NO SELLER REPRESENTATIONS OR WARRANTIES. Seller makes no representations or warranties as to whether or not any leases of the Property are in force; whether or not anyone else has a right of possession; whether or not any rent concessions were given to any tenant; whether or not any other agreements were made with the tenants; whether or not any rent charged violates any applicable rent control ordinance, statute, or law; whether or not any other violations of any applicable ordinance, statute or law exist; and whether or not Seller or any tenant is in default under any lease. Further, Seller makes no representations or warranties as to the ownership or condition of any personal property remaining on the Property at the time of the closing, or whether any personal property is encumbered by any liens or security interests. Buyer assumes full responsibility for any such personal property, whether or not owned by Buyer. Buyer agrees for the benefit of Seller that from and after the closing, it will maintain, treat, process, store and/or dispose of any such personal property, including personal property owned by others, in accordance with all applicable laws, rules and regulations. For the avoidance of doubt, Seller shall

not be liable for the maintenance, treatment, processing, storing or disposal of any such personal property.

Buyer is purchasing the Property "AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS" regardless of occupancy status. Buyer acknowledges that the Property may be subject to unexpired rights of redemption and Buyer is not entitled to possession or an inspection of the Property or to demand rent from occupants until such redemption rights expire. Buyer acknowledges that the Property may be subject to the provisions of federal, state or local rent control, rent stabilization, lease termination or similar laws, ordinances and regulations. Buyer agrees that upon closing, all eviction proceedings and other duties and responsibilities of a property owner and landlord, including, but not limited to, those proceedings required for compliance with any federal, state or local laws, ordinances and regulations, will be Buyer's sole responsibility and obligation. Notwithstanding the fact that the Property may be occupied and that Buyer is not entitled to possession or an inspection of the Property, Buyer acknowledges that the same shall not provide grounds for Buyer's failure to consummate the transaction or an excuse for performance required by Buyer pursuant to this Addendum and the Purchase Agreement.

3. INDEMNIFICATION. Buyer shall defend, indemnify and hold harmless Seller, its affiliates, parent companies, officers, directors, shareholders, members, managers, brokers, agents, auctioneers, attorneys and representatives from and against any and all claims, demands, actions and expenses, including reasonable attorney's fees, arising out of or in any way relating to the tenancy, occupancy or lease of the Property, including, without limitation, anything relating to eviction or unlawful detainer actions, and security deposits or pre-paid rent.

4. EFFECT OF ADDENDUM. Except as amended hereby, the Purchase Agreement and any addenda thereto are in full force and effect between the Parties, and all other terms and conditions remain the same.

5. COUNTERPARTS AND ELECTRONIC COPIES. This Addendum may be executed and delivered in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or electronic copy shall be deemed an original.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

[Signature Page to Occupied Property Addendum]

This Addendum has been made and executed as of the date set forth above Buyer's signature.

Dated: _____

Buyer Name (printed)

Buyer (signature)

Dated: _____

Buyer Name (printed)

Buyer (signature)

Dated: _____

Seller Name (printed)

By: _____
Name:
Title: