

**RESIDENTIAL PURCHASE AND SALE AGREEMENT  
ADDENDUM**



**TERMS AND DEFINITIONS**

<b>Purchase Agreement:</b>	[ ] [NOTE: Insert title of actual contract]
<b>Effective Date:</b>	[ ], 20 [ ]
<b>Seller</b> (check all boxes that apply):  [NOTE: Check all boxes that apply]	<input type="checkbox"/> [ ] <input type="checkbox"/> Bank of America, N.A., as trustee for [ ] [NOTE: Insert the name of the trust(s) if applicable]
<b>Agent One</b> (check the box that applies):  [NOTE: Check the box that applies]	<input type="checkbox"/> Bank of America, N.A., as agent for [ ] [NOTE: If Seller is not comprised of multiple parties or if Bank of America, N.A. is agent for all of the parties comprising Seller, insert "Seller". If Bank of America, N.A. is agent of one or more of the parties comprising Seller, but not for all of the parties comprising Seller, insert the names of the parties for which Bank of America, N.A. acts as agent.]  <input type="checkbox"/> Not applicable
<b>Agent Two:</b>	Cushman & Wakefield U.S., Inc., as agent for Bank of America, N.A.
<b>Agent:</b>	Collectively, Agent One and Agent Two
<b>Purchaser:</b>	[ ], a [ ]  [NOTE: If Purchaser is an entity, whether or not incorporated, or is otherwise executing a capacity other than in an individual capacity, Purchaser needs to provide Seller with documentation evidencing the signatory's (ies') authority to sign.]
<b>Seller's Address:</b>	[Seller's Name] Cushman & Wakefield c/o [INSERT ASSET NUMBER] 575 Maryville Centre Drive Suite 511 St. Louis, MO 63141  With a copy to (which copy shall NOT constitute Notice as set forth in Section 19 below):

<b>Title Company:</b>	[ Seller Selected ]
<b>Title Company's Address:</b>	[ Seller Selected ]
<b>Property</b> (check the box if it applies):  <b>[NOTE: Check the box if it applies]</b>	<p>Collectively, all of the following: (a) all of the land situated in the [City of [REDACTED],] County of [REDACTED] (the "County"), State of [REDACTED] (the "State"), more particularly described in the Purchase Agreement [, located at [REDACTED], consisting of approximately [REDACTED] acres, together with all right, title, and interest of Seller in and to all benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or appertaining thereto, including all right, title, and interest of Seller in and to adjacent streets, alleys, and rights-of-way (collectively, the "Real Estate"); (b) all right, title and interest of Seller (to the extent assignable and solely to the extent used in connection with the Real Estate) in and to all personal property located on the Real Estate [and described on Exhibit B hereof] (collectively, the "Personal Property"); and (c) all right, title, and interest of Seller in and to all improvements located on the Real Estate</p> <p><input type="checkbox"/> The legal description contained in the Survey (as defined in the Purchase Agreement) shall be substituted for [Exhibit A] to the Purchase Agreement and shall become a part of this Residential Purchase and Sale Agreement Addendum and the Purchase Agreement as the description of the Real Estate.</p>
<b>Reservation of Mineral Rights</b> (check the box that applies):  <b>[NOTE: Check the one that applies]</b>	<p><input type="checkbox"/> NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS RESIDENTIAL PURCHASE AND SALE AGREEMENT ADDENDUM OR THE PURCHASE AGREEMENT, SELLER RESERVES UNTO SELLER AND SELLER'S HEIRS, SUCCESSORS AND ASSIGNS FOREVER, (A) [ALL] [REDACTED%] OF SELLER'S RIGHT, TITLE AND INTEREST IN AND TO ALL OIL, GAS, AND OTHER MINERALS IN, UNDER AND THAT MAY BE PRODUCED FROM THE PROPERTY AND (B) ALL ROYALTIES, BENEFITS, BONUSES, RENTS, FUNDS, CLAIMS AND OTHER PROCEEDS OF ANY KIND ATTRIBUTABLE TO OR THAT MAY ACCRUE IN CONNECTION WITH ANY OIL, GAS, AND OTHER MINERALS IN, UNDER AND THAT MAY BE PRODUCED FROM THE PROPERTY. THE PARTIES AGREE THAT THE DEED (AS DEFINED HEREIN) SHALL INCLUDE AN EXPRESS RESERVATION SUBSTANTIALLY SIMILAR TO THE RESERVATION SET FORTH ABOVE.</p> <p><input type="checkbox"/> OIL, GAS AND OTHER MINERALS ARE NOT BEING RESERVED.</p>
<b>Earnest Money:</b>	The sum of [REDACTED] and No/100 U.S. Dollars (\$[REDACTED].00), in cash or immediately available funds, together with all interest accruing thereon
<b>Exhibits</b> (check all boxes that apply):  <b>[NOTE: Check all boxes that apply]</b>	<input type="checkbox"/> Exhibit A – DTPA Waiver (Texas)

**[NOTE: CHECK ALL APPLICABLE BOXES, FILL IN ALL BRACKETED BLANKS AND DELETE THE BRACKETS AND HIGHLIGHTING IN CHECKED BOXES, AND REMOVE ALL BRACKETED HIGHLIGHTED NOTES (INCLUDING THIS ONE). FILL IN ALL BRACKETED BLANKS IN THE SECTIONS WITH NO BOXES.]**

**INFORMATION IN BOXES NOT CHECKED DO NOT APPLY TO THIS RESIDENTIAL PURCHASE AND SALE AGREEMENT ADDENDUM.**

**ALL OTHER DEFINITIONS ARE WITHIN THE BODY OF THIS RESIDENTIAL PURCHASE AND SALE AGREEMENT ADDENDUM OR THE PURCHASE AGREEMENT.**

## RESIDENTIAL PURCHASE AND SALE AGREEMENT ADDENDUM

THIS RESIDENTIAL PURCHASE AND SALE AGREEMENT ADDENDUM (this "**Addendum**;" this Addendum and the Purchase Agreement being hereinafter collectively referred to as the "**Agreement**") is entered into as of the Effective Date, by and between Seller and Purchaser. The terms "Seller" and "Purchaser" shall be construed in the singular or plural number accordingly, as they respectively represent one or more than one person. As used in this Addendum, the term "parties" refers to both Seller and Purchaser. The foregoing Terms and Definitions, including all terms defined thereon, are incorporated as part of this Addendum.

### RECITALS

THE TERMS AND CONDITIONS OF THIS ADDENDUM ARE MADE A PART OF THE PURCHASE AGREEMENT AND THE TERMS HEREOF TAKE PRECEDENCE AND PREVAIL OVER ANY CONFLICTING PROVISIONS IN THE PURCHASE AGREEMENT TO WHICH THIS ADDENDUM IS ATTACHED.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Limitation of Warranty. The conveyance of the Real Estate by Seller shall be made by a "special warranty" or "limited warranty" deed, or the substantial equivalent thereof in the State (such deed, the "**Deed**"). The only warranty of title, either express or implied, that shall be made by Seller in connection with such conveyance is the special or limited warranty of title made pursuant to the Deed.

2. Inspection. Before Purchaser enters the Property to perform inspections, Purchaser shall give Seller reasonable advance written notice and, at Seller's option, a representative of Seller may accompany Purchaser and/or Purchaser's representative. Purchaser agrees to be solely responsible for the conduct of Purchaser's representatives on and adjacent to the Property and shall assume and pay for all expenses incurred in connection with the inspections. Notwithstanding the foregoing, at all times during the presence of Purchaser or Purchaser's representatives on the Property, Purchaser agrees that Purchaser will not allow, and Purchaser's representatives will not conduct, any physically invasive testing of, on, or under the Real Estate without first obtaining Seller's written consent, which consent may be given or withheld in Seller's sole discretion. In conducting any inspections, investigations or tests of the Property and/or any documents delivered by Seller to Purchaser or otherwise obtained by Purchaser related to the Property, Purchaser and its agents and representatives shall: 1. not damage in any material respect any part of the Property or any personal property located on the Real Estate; 2. not injure or otherwise cause bodily harm to Seller or its agents, guests, invitees, contractors and employees; 3. comply with all applicable laws; 4. promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; 5. not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; 6. promptly repair any damage to the Property resulting directly or indirectly from any such inspection or tests; and 7. not reveal or disclose prior to Closing any information obtained during the inspection concerning the Property to anyone other than the Permitted Persons (defined herein below), in accordance with the confidentiality standards set forth in Section 13 below, or except as may be otherwise required by law. Furthermore, Purchaser shall, at its sole expense, keep and maintain a policy of comprehensive public liability insurance with a contractual liability endorsement that covers Purchaser's indemnity obligation set forth

below and is provided on an occurrence basis. Such insurance policy shall name Seller, Agent One (if applicable) and Agent Two as an additional insured and afford protection in limits of not less than Two Million and No/100 U.S. Dollars (\$2,000,000) for bodily injury or death in any one accident, and not less than Two Million and No/100 U.S. Dollars (\$2,000,000) for property damage. All insurance shall be effected under standard form policies, issued by insurers of recognized responsibility authorized to do business in the State and having a national rating of A-XI or better. Within two (2) days after the Effective Date, Purchaser shall deliver to Seller certificates of such insurance coverage and, not less than thirty (30) days before the expiration of the policy, a certificate of the renewal of such coverage accompanied by evidence reasonably satisfactory to Seller of payment of premiums therefor. In addition, the insurance shall be primary, non-contributing, and contain a waiver of subrogation in favor of Seller. PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER AND THE PROPERTY HARMLESS OF AND FROM ANY AND ALL LOSSES, LIABILITIES (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY), COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS OF COURT), DAMAGES, LIENS, CLAIMS (INCLUDING, WITHOUT LIMITATION, MECHANICS' OR MATERIALMENS' LIENS OR CLAIMS OF LIENS), ACTIONS AND CAUSES OF ACTIONS ARISING FROM OR RELATING TO PURCHASER'S (OR PURCHASER'S AGENTS, CONTRACTORS, EMPLOYEES, OR REPRESENTATIVES) ENTERING UPON THE PROPERTY TO TEST, STUDY, INVESTIGATE OR INSPECT THE SAME OR ANY PART THEREOF, WHETHER PURSUANT TO THIS SECTION OR OTHERWISE, OR ANY OTHER REASON, EXCEPT TO THE EXTENT ARISING SOLELY FROM THE GROSS NEGLIGENCE OF SELLER. The provisions of this Section shall survive Closing or termination of the Agreement.

3. Prorations. All expenses related to the Property, including, but not limited to personal property taxes, installment payments of special assessment liens, vault charges, and sewer charges, shall be prorated as of 11:59 p.m. Central Standard time, on the day of Closing and shall be adjusted against the Purchase Price due at Closing. No post-closing re-prorations shall occur except as expressly provided below:

(a) Taxes. All real estate and personal property taxes and installments of special assessments accruing for the calendar year in which the Closing occurs shall be pro-rated as of the date of Closing. If on the date of Closing, the tax rate or the assessed valuation for the current year has not yet been fixed, taxes shall be prorated based upon the tax rate and the assessed valuation established for the previous tax year. Except for errors made in calculation or in the use of incorrect data, the proration of real estate taxes at Closing shall be final and no subsequent adjustments for variances in the actual tax rate or assessed valuation shall be made.

If, as the result of an appeal of the assessed valuation of the Property for any real estate tax year prior to (or including) the date of Closing, there is issued after the date of Closing an administrative ruling, judicial decision, or settlement by which the assessed value of the Property for such tax year is reduced, and a real estate tax refund issued, Seller shall be entitled to all such refunds relating to the period prior to the date of Closing. Seller reserves the right to appeal the assessed valuation of the Property for any real estate tax year prior to (or including) the date of Closing. If the appeal is successfully culminated either prior to or after the date of Closing, and Purchaser would benefit from such appeal for the current or any subsequent tax year, then Purchaser agrees to pay a pro-rata portion of the fee in connection with the appeal based on the date of Closing, and to escrow at Closing both the estimated fee and the savings anticipated from the appeal as estimated by Seller.

(b) Utilities. Seller shall close out any accounts with utility companies on or before the Closing and shall have the right to receive any and all deposits held on behalf of Seller by utility companies with respect to the Property.

(c) Insurance. No proration will be made in relation to insurance premiums and the insurance policies will not be assigned to Purchaser. Purchaser acknowledges that all property, liability, casualty, and other insurance coverage maintained or provided by or through Seller with respect to the Property shall terminate and cease as of the day of Closing, and that Purchaser must secure, at its sole expense, any and all necessary and desired insurance coverage for the Property effective as of the Closing.

(d) A detailed statement shall be prepared at the Closing setting forth the manner of computation of the aforesaid pro-ration adjustments.

Any other costs or charges of closing the transaction contemplated by the Agreement not specifically mentioned in the Agreement shall be paid and adjusted in accordance with local custom or ordinance in the jurisdiction in which the Real Estate is located. The provisions of this Section shall survive the Closing.

4. Change of Use; Taxes. Notwithstanding anything to the contrary contained herein, Purchaser shall be solely responsible for the payment of, and shall INDEMNIFY, PROTECT, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO SELLER) AND HOLD HARMLESS SELLER AND SELLER PARTIES (AS DEFINED BELOW) FROM AND AGAINST ANY AND ALL CLAIMS (AS DEFINED BELOW) ARISING FROM OR RELATED TO, any and all rollback taxes, severance taxes, assessments, taxes, fees, levies, penalties, interest or other charges that may be imposed by any governmental entity as a result of or in connection with any change of use, zoning, or tax classification of the Property or any portion thereof (collectively, "**Rollback Taxes**") upon or following Closing. Purchaser's obligation to pay any such Rollback Taxes and the other provisions of this Section shall survive Closing.

5. Property Condition; Releases; Disclaimers.

(a) Disclaimers. THE PROPERTY IS BEING SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AS OF CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION (PHYSICAL OR OTHERWISE), FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED OR BY OPERATION OF LAW OR OTHERWISE. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (I) THE PHYSICAL CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPROVEMENTS, WATER, SOIL AND GEOLOGY, OR THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY ELECT TO CONDUCT THEREON, OR THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS); (II) THE TITLE TO THE PROPERTY, OR ANY RIGHT-OF-WAY, LEASE, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (III) THE COMPLIANCE OF THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY. PURCHASER ACKNOWLEDGES THAT PURCHASER IS PURCHASING THE PROPERTY BASED SOLELY UPON PURCHASER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS OR CONTRACTORS. PURCHASER FURTHER ACKNOWLEDGES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR FOR SELLER WITH RESPECT TO THE PROPERTY IS PROVIDED WITHOUT ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION, AND WITHOUT ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS THEREOF.

(b) Release, Indemnity and Hold Harmless. Without limiting the provisions of subsection (a) above or any other provision in the Agreement, Purchaser, its heirs, successors and assigns hereby RELEASES, ACQUITS AND FOREVER DISCHARGES, and WAIVES any and all losses, liens, claims, actions, causes of action, liability, damages, demands, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees) against any of Seller Parties (hereinafter defined) that arise from or relate to the Property or Purchaser's activities on the Property, and agrees not to sue any of Seller Parties for such losses, liens, claims, actions, causes of action, liability, damages, demands, costs and expenses. Without limiting the foregoing, Purchaser agrees that Seller Parties shall not be liable to Purchaser, its heirs, successors and assigns for personal injury, property damage or any other claims, causes of action, liabilities (including, without limitation, strict liability), losses (including, without limitation, a decrease in value to the Property), damages, demands (including, without limitation, natural resource damages, consequential, punitive, special, exemplary and indirect damages), suits, fines, penalties, costs and expenses (including, without limitation, court costs, attorneys' fees, consultant fees and expert fees) of every kind or character, known or unknown, and whether in contract, in tort or existing at common law, or by virtue of any statute, regulation or ordinance (each a "Claim", and collectively, "Claims") arising from or related to the Property or Purchaser's exercise of its rights under the Agreement. Except as expressly set forth in the Agreement, Purchaser assumes all risks and responsibilities for accidents, injuries or death resulting from such injuries or damages to person or property occurring in, on or about the Property, and Purchaser agrees to RELEASE, PROTECT, DEFEND upon request with counsel acceptable to Seller Parties, INDEMNIFY, REIMBURSE AND HOLD HARMLESS Seller and Seller's employees, officers, members, managers, partners, agents (including, without limitation, Agent One, if applicable, and Agent Two, including any officer, director or employee of Agent Two and any of its divisions, subsidiaries or affiliates, and any of their partners, shareholders, or members, or their respective officers, agents, employees or representatives), investors, heirs, devisees, personal representatives, successors and assigns AND AFFILIATES (INCLUDING, WITHOUT LIMITATION, BANK OF AMERICA CORPORATION, BANK OF AMERICA N.A., AND MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED ("MLPF&S")) AND ANY GRANTOR OF AN EASEMENT BENEFITTING THE PROPERTY, AND EACH OF THEIR CURRENT, FORMER AND FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, AFFILIATES, DIVISIONS, PREDECESSORS, SUCCESSORS, SUBSIDIARIES, ADMINISTRATORS, INSURERS, SURETIES, ASSIGNS, REPRESENTATIVES, AGENTS, HEIRS, ATTORNEYS, INDEPENDENT MANAGERS AND GENERAL AND LIMITED PARTNERS (COLLECTIVELY, "SELLER PARTIES," AND EACH INDIVIDUALLY, A "SELLER PARTY") FROM ANY AND ALL CLAIMS (AS DEFINED HEREIN), (A) ARISING, DIRECTLY OR INDIRECTLY, OUT OF, FROM OR IN CONNECTION WITH, IN WHOLE OR IN PART, THE CONDITION, USE OR CONTROL OF THE PROPERTY, OR (B) IMPOSED UPON OR INCURRED BY OR ASSERTED, DIRECTLY OR INDIRECTLY, AGAINST ANY SELLER PARTY, IN WHOLE OR IN PART, BY REASON OF (I) ANY FAILURE ON THE PART OF PURCHASER TO PERFORM OR COMPLY WITH ANY OF THE TERMS OF THE AGREEMENT, (II) ANY ENFORCEMENT OR REMEDIAL ACTION TAKEN BY ANY SELLER PARTY IN THE EVENT OF ANY PURCHASER PARTY'S (AS DEFINED BELOW) FAILURE TO PERFORM OR COMPLY WITH THE TERMS OF THE AGREEMENT; (III) ANY LITIGATION INVOLVING, CONCERNING OR RESPECTING (EXCEPT TO THE EXTENT DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER) THE AGREEMENT OR THE PROPERTY, OR (IV) ANY ACTION BY A LAW ENFORCEMENT OR REGULATORY OFFICIAL WITH RESPECT TO ANY ACT OR CONDUCT BY ANY PURCHASER PARTY IN CONNECTION WITH THE PROPERTY OR THE AGREEMENT. Purchaser shall be liable to Seller Parties for any damages to the Property, and for any act or omission by Purchaser or any employee, agent, contractor, subcontractor, invitee, licensee, representative, successor, assignee, guest of Purchaser or any other person acting on behalf of Purchaser (collectively, "Purchaser Parties,"

and each individually, a "**Purchaser Party**"). For avoidance of doubt, the term "Seller Parties" shall include Seller, and the term "Purchaser Parties" shall include Purchaser. For purposes of the indemnity provisions in the Agreement, any act or omission of any Purchaser Party (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Purchaser and as such shall fall within the scope of Purchaser's obligation to indemnify Seller Parties. Seller Parties need not have first paid any such Claim to be so indemnified and held harmless by Purchaser. Purchaser, upon written notice from Seller, shall defend any Claim against any Seller Party at Purchaser's sole expense, using legal counsel reasonably satisfactory to Seller. Purchaser shall promptly notify Seller in writing if Purchaser obtains knowledge of any potential Claim against Seller in connection with the Property, and such notice shall set forth reasonable detail of such potential Claim.

(c) **Hazardous Substances.** Purchaser hereby agrees that effective immediately as of the date of Closing, it shall be fully liable for all obligations, liabilities, costs and expenses related to the presence, use, storage, handling, management, generation, treatment and disposal of any and all Hazardous Substances on, at under or from the Property. WITHOUT LIMITING THE FORGOING, PURCHASER SHALL REIMBURSE SELLER PARTIES FOR, AND SHALL RELEASE, INDEMNIFY, DEFEND UPON REQUEST, AND HOLD HARMLESS SELLER PARTIES FROM AND AGAINST, ALL CLAIMS SUFFERED BY OR CLAIMED AGAINST SELLER PARTIES, DIRECTLY OR INDIRECTLY, BASED ON OR ARISING OUT OF, IN WHOLE OR IN PART: (A) CONTAMINATION OF OR FROM THE PROPERTY OR THE GROUNDWATER THEREOF, (B) ANY DISCHARGE OF TOXIC OR HAZARDOUS SUBSTANCES INTO ANY SEPTIC FACILITY OR SEWER SYSTEM, (C) ANY VIOLATION OR LIABILITY OF OR UNDER ENVIRONMENTAL LAWS, AND (D) THE RELEASE OR EXISTENCE OF HAZARDOUS SUBSTANCES ON, IN OR ABOUT THE PROPERTY (IRRESPECTIVE OF WHETHER THERE HAS OCCURRED A VIOLATION OF APPLICABLE ENVIRONMENTAL LAW RELATING TO THE PROPERTY), INCLUDING, WITHOUT LIMITATION, ANY LOSS OF VALUE TO THE PROPERTY IN CONNECTION THEREWITH, IN EACH CASE OCCURRING, DIRECTLY OR INDIRECTLY, AS A RESULT OF PURCHASER'S OR ANY OTHER PURCHASER PARTIES' ACTIVITIES ON THE PROPERTY AND USE OF THE PROPERTY. Seller Parties need not have first paid any such claim to be so indemnified and held harmless by Purchaser. Purchaser, upon written notice from Seller Parties, shall defend any claim against Seller Parties at Purchaser's sole expense, using legal counsel satisfactory to Seller Parties, and Seller Parties shall cooperate with Purchaser in such defense. For the purposes of this Section, "**Hazardous Substances**" shall mean any and all pollutants, contaminants and toxic, caustic, radioactive or hazardous materials, substances or wastes including, without limitation, oil, petroleum or petroleum distillates and their by-products, any substance that is toxic, ignitable, reactive or corrosive, asbestos, urea-formaldehyde foam insulation, asbestos containing materials, whether or not friable, polychlorinated biphenyls, radon gas, infectious or medical wastes, and all other substances, pollutant, contaminant or waste of any nature, that are regulated under any Environmental Laws; and (b) "**Environmental Laws**" shall mean all federal, State and local statutes, laws (including common or case law), rulings, regulations, ordinances, codes, or governmental, administrative or judicial policies, directives, orders or interpretations relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or governing in any way the environmental condition of the Property, including, without limitation, (a) laws and regulations relating to emissions, discharges, releases or threatened releases of Hazardous Substances, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of any Hazardous Substances, (b) the Resource Conservation & Recovery Act of 1976 as amended from time to time and regulations promulgated thereunder, (c) the Comprehensive Environmental Response, Compensation & Liability Act of 1980 as amended from time and time and regulations promulgated



thereunder, and (d) the Federal Insecticide, Fungicide & Rodenticide Act as amended from time to time.

(d) Acknowledgment of Inspection. Purchaser acknowledges and agrees that (a) the Agreement gives Purchaser the opportunity to inspect the Property and its operation, (b) if the transaction under the Agreement is consummated, Purchaser will be purchasing the Property pursuant to Purchaser's independent examination, study, inspection, and knowledge of the Property, and (c) Purchaser is relying upon its own determination of the value and condition of the Property and not on any information provided or to be provided by Seller. Purchaser is relying solely upon its own inspections, investigations, research, and analyses in entering into the Agreement and is not relying in any way upon any representations or warranties (except those expressly provided in the Purchase Agreement, if any), statements, plans, specifications, cost estimates, studies, reports, descriptions, guidelines, or other information or material furnished by Seller or its representatives to Purchaser or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters.

(e) Survival. The representations, warranties, covenants, waivers, acknowledgements, indemnities and agreements of Purchaser set forth in this Section will survive Closing or termination of the Purchase Agreement, without limitation of time.

6. Limitation on Right of Recovery Against Seller. Purchaser acknowledges and agrees that the liability of Seller under the Agreement or any matter relating to or arising out of or related to the Property shall be limited to Purchaser's actual, direct, but not consequential, damages therefor and shall be limited to be recoverable only from Seller's interest in the Property. No personal judgment shall lie against Seller upon extinguishment of its rights in the Property and any judgment so rendered shall not give rise to any right of execution or levy against Seller's assets. For the purposes of this Section, the term "Seller" shall mean and include all Seller Parties. The provisions hereof shall inure to Seller's successors and assigns, including without limitation, Seller Parties. The foregoing provisions are not intended to relieve Seller from the performance of any of Seller's obligations under the Agreement, but only to limit the personal liability of Seller in case of recovery of a judgment against Seller. The provisions of this Section shall survive Closing or termination of the Agreement.

7. Agency and/or Trustee Capacity. Notwithstanding anything to the contrary contained in the Agreement, Purchaser acknowledges and agrees that Cushman & Wakefield U.S., Inc. is executing the Agreement in its agency capacity and not in any manner in its corporate or individual capacity, and that Cushman & Wakefield U.S., Inc. (as well as all other Agent Two Parties, as defined below), in its corporate or individual capacity, does not and shall not incur, directly or indirectly, any obligations or liabilities under the Agreement whatsoever. Notwithstanding anything to the contrary contained in the Agreement, Purchaser further acknowledges and agrees that Bank of America, N.A. is a party to the Agreement in its agency and/or trustee capacity and not in any manner in its corporate or individual capacity, and that Bank of America, N.A. (as well as all other Agent One Parties, as defined below), in its corporate or individual capacity, does not and shall not incur, directly or indirectly, any obligations or liabilities under the Agreement whatsoever. Purchaser shall look only to Seller for the performance of Seller's obligations under the Agreement. The limitation of Seller's liability under the Agreement, including any waiver of subrogation rights, shall apply with equal force and effect to, and as a limitation on and a waiver of any and all liability of Cushman & Wakefield U.S., Inc. and Bank of America, N.A. This Section survives the Closing or termination of the Agreement.

8. Transfers.

(a) Purchaser hereby acknowledges and agrees that if for any reason whatsoever the agency and/or trustee or other representative relationship of Bank of America, N.A. (or any other Agent One Party, as defined below) is terminated as to the Property or any portion thereof at any time, then the applicable Agent One Party is authorized to convey and transfer its rights, title and interest in the Property and the Agreement to the successor trustee, beneficiary, devisee, legatee, or other appropriate successor or transferee, and whereupon Bank of America, N.A. and the other Agent One Parties shall be relieved of all obligations under the Agreement (as may be amended from time to time), and Purchaser shall thereafter look solely to the transferee for the performance of the obligations of Seller thereunder. The provisions of this Section shall survive Closing or termination of the Agreement. For the purposes hereof, each of the following shall be an "**Agent One Party**" (collectively, the "**Agent One Parties**"): an officer, director or employee of Bank of America Corporation and any of its divisions, subsidiaries or affiliates (including, without limitation, Bank of America, N.A. and/or MLPF&S), and any of their partners, shareholders, or members, or their respective officers, agents, employees or representatives.

(b) Purchaser hereby acknowledges and agrees that if for any reason whatsoever the agency and/or trustee or other representative relationship of Bank of America, N.A. (or any other Agent Two Party, as defined below) is terminated as to the Property or any portion thereof at any time, then the applicable Agent Two Party is authorized to convey and transfer its rights, title and interest in the Property and the Agreement to the successor trustee, beneficiary, devisee, legatee, or other appropriate successor or transferee, and whereupon Bank of America, N.A. and the other Agent Two Parties shall be relieved of all obligations under the Agreement (as may be amended from time to time), and Purchaser shall thereafter look solely to the transferee for the performance of the obligations of Seller thereunder. The provisions of this Section shall survive Closing or termination of the Agreement. For the purposes hereof, each of the following shall be an "**Agent Two Party**" (collectively, the "**Agent Two Parties**"): an officer, director or employee of Bank of America Corporation and any of its divisions, subsidiaries or affiliates (including, without limitation, Bank of America, N.A. and/or MLPF&S), and any of their partners, shareholders, or members, or their respective officers, agents, employees or representatives.

The provisions of this Section shall survive Closing or termination of the Agreement.

9. Representations and Warranties of Purchaser. Without limiting any of Purchaser's representations or warranties set forth in the Purchase Agreement or elsewhere in this Addendum, Purchaser further represents and warrants to Seller as follows:

(a) [Purchaser is and, at the time of Closing will be, a corporation, partnership, limited liability company, trust, or other type of business organization that is duly organized, validly existing, and in good standing under the laws of the state in which it was organized, and Purchaser is qualified to do business in the jurisdiction in which the Real Estate is located;]

(b) [Purchaser will have at the time of Closing taken all requisite action and obtained all requisite consents, releases, and permissions in connection with entering into the Agreement and the instruments and documents referenced herein or required under any covenant, agreement, encumbrance, law, or regulation with respect to the obligations required hereunder, and no consent of any other party is required for the performance by Purchaser of its obligations hereunder;]

(c) the Agreement is, and all agreements, instruments, and documents to be executed and delivered by Purchaser pursuant to the Agreement shall be, duly authorized, executed, and delivered by Purchaser. The Agreement is, and all agreements, instruments, and documents to be executed and delivered by Purchaser pursuant to the Agreement shall be, valid and legally binding upon Purchaser and enforceable in accordance with their respective terms;

(d) neither the execution of the Agreement nor the consummation of the transactions contemplated hereby does now constitute or shall result in a breach of, or a default under, any agreement, document, instrument, or other obligation to which Purchaser is a party or by which Purchaser may be bound, or any law, statute, ordinance, rule, governmental regulation, or any writ, injunction, order, or decree of any court or governmental body, applicable to Purchaser or to the Property;

(e) no petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement, or other action under federal or state bankruptcy law is pending against or, to the best of Purchaser's knowledge, contemplated by Purchaser;

(f) to the best of Purchaser's knowledge, there is no litigation pending against Purchaser that could adversely affect Purchaser's ability to perform its obligations when and as required under the terms of the Agreement;

(g) Purchaser is not, and is not acquiring the Property on behalf of or with the assets of, (i) an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, and its applicable regulations as issued by the Department of Labor and the Internal Revenue Service (collectively, "**ERISA**"), which is subject to Title I of ERISA, (ii) a "plan" as defined in and subject to Section 4975 of the Internal Revenue Code, or (iii) an entity deemed to hold "plan assets" (within the meaning of 29 C.F.R. 2510.3-101, as modified by Section 3(42) of ERISA) of either of the foregoing;

(h) prior to entering into the Agreement, Purchaser has received (or, to the extent not received, Purchaser irrevocably waives) all disclosure documents required to be provided by or on behalf of Seller or Seller's representatives;

(i) neither Purchaser nor any of its respective constituent owners or affiliates currently are, or shall be at any time, in violation of any federal, state or local laws relating to terrorism or money laundering, including, without limitation, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56). PURCHASER AGREES TO DEFEND, INDEMNIFY, AND HOLD SELLER AND THE OTHER SELLER PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, RISKS, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM OR RELATED TO ANY BREACH OF THE FOREGOING REPRESENTATIONS AND WARRANTIES BY PURCHASER;

(j) neither Seller nor any of its agents or representatives has made any requirement or suggestion that Purchaser seek financing or any other service from Bank of America, N.A. or any other Seller Party as a condition of the execution of the Purchase Agreement or the closing

thereunder. Purchaser's decision, if any, to seek financing or any other service from Bank of America, N.A. or any other Seller Party is and was made strictly independently by Purchaser;

(k) (A) NO PURCHASER PARTY HAS ANY DIRECT OR INDIRECT INTEREST AS AN OFFICER, DIRECTOR OR EMPLOYEE OF ANY OF THE SELLER PARTIES, (B) NOR IS ANY PURCHASER PARTY ACTING ON OR ON BEHALF OF ANY SUCH OFFICER, DIRECTOR OR EMPLOYEE. IF THE AGREEMENT OR ANY PART HEREOF IS EVER ASSIGNED IN WHOLE OR IN PART TO ANY PROPRIETORSHIP, PARTNERSHIP, LIMITED PARTNERSHIP, CORPORATION OR OTHER BUSINESS ENTITY IN WHICH AN OFFICER, DIRECTOR OR EMPLOYEE OF ANY SELLER PARTY SHALL DIRECTLY OR INDIRECTLY HAVE AN INTEREST, THEN SUCH ASSIGNMENT SHALL BE DEEMED IPSO FACTO REASSIGNED SO THAT NO ASSIGNMENT TO ANY OFFICER, DIRECTOR OR EMPLOYEE OF ANY SELLER PARTY OR ANY BUSINESS IN WHICH IT MAY HAVE AN INTEREST SHALL EVER VEST; and

(l) no amounts paid or to be paid hereunder were derived from a violation of any federal, state or local laws (including, without, limitation, any laws governing the production, use or sale of hemp, marijuana or other cannabis product). PURCHASER AGREES TO DEFEND, INDEMNIFY, AND HOLD SELLER AND THE OTHER SELLER PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, RISKS, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM OR RELATED TO ANY BREACH OF THE FOREGOING REPRESENTATIONS AND WARRANTIES BY PURCHASER.

Each of the covenants, representations, warranties, indemnities, agreements and acknowledgements of Purchaser hereunder and under the Purchase Agreement shall survive the Closing under the Purchase Agreement and the delivery and recordation of the Deed or, if applicable, the termination of the Agreement.

10. Seller's Conditions Precedent. The obligations of Seller under the Agreement to consummate the conveyance of the Property hereunder is subject to the full and complete satisfaction or waiver of each of the following conditions precedent (any one of which may be waived in whole or in part by Seller at or prior to Closing):

(a) the representations and warranties of Purchaser contained in the Agreement shall be true, complete, and accurate in all material respects, on and as of the date hereof and the Closing Date as if the same were made on and as of such date; and

(b) Purchaser shall have performed each and every obligation and covenant of Purchaser to be performed under the Agreement unless performance thereof is waived by Seller.

11. Lead-Based Paint Disclosure. Seller and Purchaser have each reviewed the information below and certify, to the best of their knowledge, that the information they have provided is true and accurate:

(a) Lead Warning Statement. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint

hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

(b) Seller's Disclosure. Seller hereby discloses the following with respect to the presence of lead-based paint and/or lead-based paint hazards (**check (i) or (ii) below**):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(c) Seller's Records. Seller hereby discloses the following records and reports available to the Seller (**check (i) or (ii) below**):

(i) \_\_\_\_\_ Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

(d) Purchaser's Acknowledgement. Purchaser hereby acknowledges and agrees as follows (**Purchaser to initial as applicable**):

(i) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(ii) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(iii) Purchaser has (**check (A) or (B) below**):

(A) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards;  
or

(B) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.]

12. No Discriminatory Practices. Purchaser expressly acknowledges and agrees that the Property is and was offered for sale by or on behalf of Seller without respect to race, color, creed, sex, marital status, handicap, children, familial status, age, or national origin, or any other protected class under federal, state or local law, of Purchaser or any other party. Purchaser agrees that Seller has complied in all respects with (i) the Fair Housing Act, 42 U.S.C. § 3601 et seq.; (ii) the Fair Credit Reporting

Act, 15 U.S.C. § 1681; and (iii) the Servicemembers Civil Relief Act 50 U.S.C. § 3901 et seq., and all equivalent or similar State and local laws.

13. Confidentiality. The information supplied to or made available to Purchaser by Seller pursuant to the Agreement and the terms of the Agreement, including, without limitation, all economic terms and the names of any Seller Party (collectively, the “**Confidential Information**”), shall not be released or disclosed by any Purchaser Party to any parties other than Permitted Persons (as hereinafter defined) without the prior written consent of Seller, which consent may be withheld in Seller’s sole and absolute discretion. The consent by Seller to any disclosures shall not be deemed to be a waiver on the part of Seller of any prohibition against any future disclosure. As used herein, the term “**Permitted Persons**” shall mean: (a) Purchaser; (b) Purchaser’s partners; (c) persons or companies employed by Purchaser to assist it in connection with the transaction contemplated under the Agreement, including appraisers, engineers, architects, lenders, accountants and attorneys; or (d) any other party to which Seller has granted Purchaser its written consent to disclose information. Purchaser shall direct all Permitted Persons to keep all of Confidential Information in the strictest confidence. Any disclosure by any Permitted Persons or any other Purchaser Party shall be deemed made by, and be the responsibility of, Purchaser. In the event that the transaction contemplated under the Agreement is not closed for any reason, then Purchaser shall promptly return to Seller or make arrangements for the destruction of any statements, documents, schedules, exhibits, or other written information obtained from Seller in connection with the Purchase Agreement or the transaction contemplated therein. It is understood and agreed that, with respect to any provision of the Agreement which refers to the termination of the Agreement and the return of the Earnest Money, less any independent consideration, to Seller, such Earnest Money shall not be returned to Seller unless and until Seller has fulfilled its obligation to return to Purchaser or destroyed the materials described in the preceding sentence. In the event of a breach or threatened breach by Purchaser or any Purchaser Parties of this Section, Seller shall be entitled to an injunction restraining Purchaser or any Purchaser Parties from disclosing, in whole or in part, Confidential Information. This Section shall survive Closing or termination of the Purchase Agreement.

14. Closing Costs. Purchaser agrees that all costs of Closing not expressly imposed on Seller in the Agreement shall be paid by Purchaser.

15. Severability. If any clause or provision of the Agreement is illegal, invalid, or unenforceable under present or future laws, then the remainder of the Agreement shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of the Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

16. No Third-Party Rights. Nothing in the Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of the Agreement.

17. Further Assurances. Purchaser agrees that it will without further consideration execute and deliver such other documents and take such other action prior to Closing, as may be reasonably requested by Seller to consummate more effectively the transactions contemplated hereby.

18. No Right to Assign. Purchaser may not assign the Agreement nor any of the rights or benefits thereof including, without limitation, the benefit of the representations and warranties of Seller contained in the Agreement, to any third party either before or after the Closing without the written consent of Seller which may be given or withheld in Seller’s sole discretion, and any such unauthorized attempted assignment shall be null and void.

19. Notice. Any notice required or permitted to be given under the Agreement shall be in writing and may be given by: (1) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address set forth in the Terms and Definitions; (2) electronic mail to the intended addressee; or (3) sent by a nationally recognized overnight courier service addressed to the parties hereto at the addresses set forth in the Terms and Definitions. All notices shall be effective upon the earlier to occur of actual receipt, one (1) business day following deposit with a nationally recognized overnight courier service prepaid and designated for next business day delivery, one (1) business day following delivery of electronic mail, or three (3) days following deposit in the United States mail. The parties hereto may change their addresses by giving written notice thereof to the other in conformity with this provision.

20. Attorneys' Fees. In the event of any arbitration, litigation, or dispute between the parties arising out of or in any way connected with the Agreement, including actions maintained by the parties subsequent to the date of Closing, resulting in any litigation, then the prevailing party in such litigation shall be entitled to recover its costs of prosecuting and/or defending same, including, without limitation, reasonable attorneys' fees at trial and all appellate levels. Regardless of whether Closing occurs, and except as otherwise expressly provided herein, each party hereto shall be responsible for its own costs in connection with the Agreement and the transactions contemplated hereby, including, without limitation, fees of attorneys, engineers and accountants. The provisions of this Section shall survive Closing or termination of the Agreement.

21. Ratification of Purchase Agreement. Except as expressly modified by this Addendum, all terms and conditions of the Purchase Agreement are hereby ratified and remain in full force and effect and enforceable in accordance with their terms. In the event of a conflict between the Purchase Agreement and this Addendum, the terms and provisions of this Addendum shall control.

22. Recordation. Purchaser shall not record the Agreement or any memorandum of the Agreement in any public office, and any recordation by Purchaser shall be a material breach of the Agreement. Purchaser grants to Seller a power of attorney for the purpose of executing and recording a release releasing any such recorded instrument of record, which power of attorney is coupled with an interest and is non-revocable. PURCHASER AGREES TO INDEMNIFY AND HOLD HARMLESS SELLER PARTIES AGAINST ALL CLAIMS, COSTS, EXPENSES AND DAMAGES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS, INCURRED BY PURCHASER PARTIES BY REASON OF THE FILING BY PURCHASER OF THE AGREEMENT OR ANY MEMORANDUM OF THE AGREEMENT OR THIS ADDENDUM, WHICH OBLIGATION SHALL SURVIVE CLOSING OR TERMINATION OF THE AGREEMENT.

23. Choice of Law. THE AGREEMENT AND ALL THE RIGHTS OF THE PARTIES SHALL BE GOVERNED AS TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, ENFORCEMENT AND IN ALL OTHER RESPECTS BY THE LAW OF THE STATE, WITHOUT REGARD TO ITS RULES AND PRINCIPLES REGARDING CONFLICTS OF LAWS OR ANY RULE OR CANON OF CONSTRUCTION WHICH INTERPRETS AGREEMENTS AGAINST THE DRAFTSMAN. This Section shall survive Closing or termination of the Agreement.

24. Waiver of Jury Trial. **IT IS MUTUALLY AGREED BY AND BETWEEN SELLER AND PURCHASER THAT THE RESPECTIVE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER (OR AGAINST ANY SELLER PARTY) ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT, THE RELATIONSHIP OF SELLER AND PURCHASER, OR THE PROPERTY.** This Section shall survive Closing or termination of the Agreement.

25. Seller's Knowledge or Possession. Any reference in the Agreement to "Seller's knowledge", or any similar "knowledge" qualification shall be deemed to mean, and shall be limited to, the actual knowledge (as distinguished from implied, constructive or imputed knowledge) of the Seller Representative without such person(s) having had any obligation to make any independent inquiry or investigation. Any reference in the Agreement to "Seller's possession", or any similar "possession" qualification shall be deemed to mean, and shall be limited to, the actual possession or control of the Seller Representative. Seller represents, however, (i) that the Seller Representative is the individual to whom material facts relevant to the Property would be reported in the ordinary course of business; and (ii) that in executing the Agreement, Seller has asked the Seller Representative as to whether he has any knowledge or facts contrary to those represented by Seller herein. The parties agree that the Seller Representative shall not have any personal liability arising out of any representations or warranties made hereunder notwithstanding anything contained in the Agreement or otherwise.

26. Forum. Purchaser hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court or any United States federal court sitting in the State and to the jurisdiction of any state court or any United States federal court sitting in the State, over any dispute. Purchaser hereby irrevocably waives any objection that Purchaser may now or hereafter have to the laying of venue in any such court and any claim that any such court is an inconvenient forum. Purchaser hereby agrees and consents that, in addition to any methods of service of process provided for under applicable laws, all service of process in any such suit, action or proceeding in any state court or any United States federal court sitting in the State may be made by certified or registered mail, return receipt requested, directed to Purchaser at its address for notice set forth in the Agreement, or at a subsequent address of which Seller received actual written notice from Purchaser in accordance the terms of the Agreement, and service so made shall be complete five (5) days after the same shall have been so mailed. Nothing herein shall affect the right of Seller to serve process in any manner permitted by applicable law or limit the right of Seller to bring proceedings against Purchaser in any other court or jurisdiction. This Section shall survive Closing or termination of the Agreement.

27. Limitation of Liability. No Seller Party, other than Seller, will have any personal liability, directly or indirectly, under or in connection with the Agreement or any agreement made or entered into under or in connection with the provisions of the Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter. The limitations of liability contained in this paragraph will survive the termination of the Agreement or the Closing, as applicable, and are in addition to, and not in limitation of, any limitation on liability applicable to either party provided elsewhere in the Agreement or by law or by any other contract, agreement, or instrument. In no event will Seller be liable for any consequential, exemplary, or punitive damages under any circumstances in connection with the Agreement or the transaction contemplated hereby. The provisions of this Section shall survive Closing or termination of the Agreement.

28. Assumption. The parties agree that to the extent that Purchaser agrees to proceed with the purchase of the Property and assets associated therewith, Purchaser assumes all liability associated with the Property and such assets from the date of Closing forward. This Section shall survive the Closing.

29. Entire Agreement and Amendments. The Agreement and all exhibits and addenda attached to the Agreement constitutes the entire agreement between the parties to the Agreement with respect to the subject matter of the Agreement and no subsequent amendment or agreement shall be binding upon either party unless it is in writing and signed by each party.



30. Binding Effect. The provisions and conditions of the Agreement shall bind and inure to the benefit of the parent companies, subsidiaries, affiliates, members, managers, owners, partners, officers, board members, directors, shareholders, executives, employees, insurers, agents, legal representatives, estates, heirs, successors, and assigns of each of the parties hereto, as applicable, except that no assignment by Purchaser without the written consent of Seller shall vest any right in such assignee of Purchaser. This Section shall survive Closing or termination of the Agreement.

31. Captions and Interpretation. The captions of the Agreement are for convenience only and are not to be construed as a part of the Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions of the Agreement. The Agreement was initially drafted by Seller as a matter of convenience and by agreement following negotiations with Purchaser. The parties agree that no presumption or interpretation will be imposed by or against either party as a result thereof. Wherever in the Agreement Seller's approval or consent is required, Seller's approval or consent may be withheld in Seller's sole and absolute discretion, unless expressly stated otherwise. The use of the terms "hereof," "hereunder" and "herein" shall refer to the Agreement as a whole except where noted otherwise. Additionally, feminine or neuter pronouns may be substituted for masculine and the plural may be substituted for singular or singular for plural. Unless the context expressly indicates otherwise, all references to "Section" are to sections of this Addendum. **For avoidance of doubt and notwithstanding anything to the contrary contained in the Agreement (or any exhibits or addenda hereto), the parties agree that the term "shall" as used in the Agreement (or any exhibits or addenda hereto) will not be construed as permissive, but as absolute, imperative and/or mandatory.**

32. No Waiver. No waiver of any breach of any agreement or provision contained herein shall be deemed a waiver of any preceding or succeeding breach of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

33. No Offer. The submission of the Agreement to Purchaser shall not be construed as an offer, and Purchaser shall not have any rights under the Agreement unless Seller executes a copy of the Purchase Agreement and this Addendum and delivers them to Purchaser.

34. Seller's Consent; No Waiver. Whenever the consent or approval of Seller is required hereunder, the giving of or failure to give such consent or approval in any one or more instances shall not waive or terminate the requirement for such consent or approval to be obtained in any other or subsequent instances.

35. No Implied Rights. Seller and Purchaser agree that the Agreement will not be construed as conferring any legal or other implied rights, except for those rights and privileges expressly granted herein.

36. Time. Time is of the essence of the Agreement. The term "**days**" shall be deemed to mean calendar days. If the expiration date by which a party is required to make a payment or notice to the other party or such other party's representative under the terms of the Agreement falls on a weekend or on a State or federal holiday, then such expiration date for receipt of payment or notice shall be extended until the next Monday or non-holiday, as the case may be. Otherwise, the expiration date for performance of any action or activity shall be on the calendar day specified, regardless of whether such expiration date falls on a weekend or State or federal holiday.

37. Counterparts. The Agreement may be executed in any number of counterparts, by facsimile, attachment to an email, portable document format (.pdf) or other electronic transmission, each of which shall

be deemed an original for all purposes, with the same effect as if all parties had executed one instrument. Executed signature pages from different counterpart originals of the Agreement may be combined to form a single original instrument for recording and evidentiary purposes.

38. **[RESERVED TO ADDRESS ANY OTHER SHORTCOMINGS TO THE PURCHASE AGREEMENT AND ANY STATE-SPECIFIC PROVISIONS]**

*[Signature pages follow]*

IN WITNESS WHEREOF, the parties have executed this Addendum.

**SELLER:**

**PURCHASER:**

[Cushman & Wakefield U.S., Inc., as agent for  
Bank of America, N.A., as agent for  
\_\_\_\_\_]

[\_\_\_\_\_] ,  
a [\_\_\_\_\_]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**AND/OR**

[Cushman & Wakefield U.S., Inc., as agent for  
Bank of America, N.A., as trustee for  
\_\_\_\_\_]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[NOTE: If Seller is comprised of multiple parties, there should be a separate signature block for each party. Delete any unused signature blocks.]

**EXHIBIT A**  
**DTPA Waiver (Texas)**

**DTPA Waiver.**

PURCHASER HEREBY WAIVES ITS RIGHTS, UNDER THE DECEPTIVE TRADE PRACTICES—CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ. TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, PURCHASER VOLUNTARILY CONSENTS TO THIS WAIVER. PURCHASER EXPRESSLY WARRANTS AND REPRESENTS THAT PURCHASER (i) IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION RELATIVE TO SELLER, AND (ii) HAS BEEN REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT. THIS PARAGRAPH SHALL SURVIVE CLOSING OR TERMINATION OF THE AGREEMENT.