

REO ADDENDUM TO CONTRACT (RESALE)

This REO Addendum to CONTRACT (RESALE) is dated _____ (the Effective Date) and amends and/or modifies that certain CONTRACT (RESALE) dated _____ (*Agreement*) regarding the sale of that certain property commonly known as, 3651 Alta Mesa Drive, Studio City, California 91604 (*Property*) by and between _____ (*Buyer*) and CAF BRIDGE REO BORROWER AX, LLC (Seller). To the extent of any conflict between the terms and provisions of any paragraph of the Agreement and the terms of this Addendum, the terms and provisions of this Addendum shall control. Throughout this Addendum, (i) the Agreement and Addendum are collectively referred to as PSA and (ii) Buyer and Seller may each be referred to as a Party or collectively as Parties.

The Parties hereby agree as follows:

1. Inspection Indemnity. Buyer shall indemnify, defend and hold Seller and the Property harmless from and against any and all claims, damages and liabilities (including, without limitation, reasonable attorney's fees and costs) which arise as a result of or in connection (directly or indirectly) with Buyer's or its agents' entry upon the Property and its conducting of tests or inspections of the Property. Buyer shall cause all vendors entering onto the Property to maintain a policy of liability insurance with a limit of not less than \$1,000,000 endorsed to name Seller as an additional insured and shall deliver evidence of the same to Seller before entering onto the Property and upon Seller's request. If Buyer's inspections or testing causes any damage to the Property, Buyer shall, at Buyer's expense, cause the Property to be restored to substantially the same condition existing prior to such testing by Buyer in Seller's reasonable discretion.

2. As Is Transaction. Buyer represents that it shall independently and personally inspect the Property and that the election of Buyer to proceed with the acquisition of the Property shall be based upon its own personal examination and inspection, including, without limitation, taxes, bonds, environmental condition, permissible uses, zoning, covenants, conditions and restrictions and all other matters which, in Buyer's judgment, bear upon the value and suitability of the Property for Buyer's purposes. Buyer further acknowledges and agrees that having been given the opportunity to inspect the Property and review information and documentation affecting the Property, Buyer shall, in consummating the acquisition of the Property, be relying solely on its own investigation of the Property and review of such information and documentation, and not on any information provided or to be provided by Seller or Seller's agents or representatives. Without limiting the foregoing, Buyer acknowledges and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Property, and that the sale of the Property as provided for herein is made on an "as is," "where is," and "with all faults" basis and that Seller has no obligations to make repairs, replacements or improvements. Seller is relying on Buyer's representation that Buyer is a sophisticated person with expertise in acquisition, operation and development of Property and, having the opportunity to inspect the Property, Buyer shall be relying solely on its own investigation of the Property. Seller is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the property. Buyer further acknowledges and agrees that any information made available to Buyer or provided or to be provided by or on behalf of Seller with respect to the Property was obtained from a variety of sources and that Seller nor its agents have not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information.

3. Release. Except for a breach by Seller of an express representation contained in this PSA or a breach on the part of Seller in completing the sale of the Property on the terms set forth in this PSA, Buyer and its affiliated entities involved with the acquisition of the Property, and its successors and/or assigns, hereby releases and forever discharges Seller and its successors and assigns together with Seller's agents and representatives (Seller Parties), from, and waives any right to proceed against Seller Parties for any and all cost, expense, claim, liabilities and demands (including reasonable attorneys' fees) at law or in equity, whether known or unknown, arising out of the physical, environmental, economic, legal or other condition of the Property or otherwise concerning or with respect to the Property which Buyer or Buyer's successors or assigns has or may have in the future. The foregoing release extends to all claims whether or not claimed or suspected and constitute a waiver of each and all of the provisions of the California Civil Code, Section 1542, or any other applicable federal or state statute, rule, or common law principle of similar import, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

4. Miscellaneous. All representations, warranties, covenants, agreements, undertakings, indemnities, waivers and releases of Buyer contained in this Addendum shall survive the termination of the Addendum and/or the Agreement. Every term and provision of this Addendum is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of this Addendum. This Addendum may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Addendum by facsimile or other electronic means shall be effective as delivery of an original executed counterpart of this Addendum. No amendment, modification, rescission, waiver or release of any provision of this Addendum shall be effective unless the same shall be in writing and signed by the Parties hereto. Article, section and paragraph headings in this Agreement are included herein for convenience of reference only and shall not constitute a part hereof for any other purpose. Time is of the essence of each and every covenant, condition and provision of this Agreement to be performed by the Borrower.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of the Effective Date.

SELLER

BUYER

CAF BRIDGE REO BORROWER AX, LLC

By: _____

By: _____

Name: Nerissa Pryba

Name:

Title: Authorized Signer

By: _____

Name: