

OKLAHOMA REAL ESTATE COMMISSION*This is a legally binding Contract; if not understood, seek advice from an attorney.***COMMERCIAL TENANT ADDENDUM (NON-RESIDENTIAL)**

WHEN TO USE THIS ADDENDUM: Attach this Addendum whenever the Property is subject to one or more leases with non-residential (commercial) tenants. Complete and attach a separate copy of this Addendum for each tenant, completing Section 2 (Description of Tenant(s) and Lease(s)) for that tenant. The Tenant Roster below summarizes all tenants. Deliver this Addendum in conjunction with the signed Contract. This Addendum is not intended for, and should not be used with, residential leases or with multifamily or apartment properties.

TENANT ROSTER — SUMMARY OF ALL TENANTS

This roster summarizes all tenants at the Property so the Buyer can see them up front. Complete and attach a separate Section 2 for each tenant listed.

Number of tenants occupying the property: _____

☐ The property has only ONE (1) tenant. Only one copy of Section 2 is required.

☐ The property has TWO (2) OR MORE tenants. Attach additional copies of Section 2, labeled consecutively, for each tenant in excess of one.

#	Tenant Name	Suite/Unit	Monthly Rent	Security Deposit	Lease Exp. Date
1			\$	\$	
2			\$	\$	
3			\$	\$	
4			\$	\$	
TOTAL		<i>All tenants</i>	\$	\$	

1. GENERAL PROVISIONS AND DEFINED TERMS

1.1 Incorporation into Contract. This Tenant Addendum (this "Addendum") is attached to and incorporated into the Oklahoma Uniform Contract of Sale of Real Estate – Commercial (the "Contract") to which it is attached. In the event of any conflict between this Addendum and the Contract with respect to the assignment of leases, the transfer or proration of security deposits, or the proration of rent, the terms of this Addendum shall control. Capitalized terms not otherwise defined in this Addendum have the meanings given to them in the Contract.

2. DESCRIPTION OF TENANT(S) AND LEASE(S)**2.1 Tenant Information**

Full Legal Name of Tenant: _____

Type of Entity (individual, LLC, corporation, etc.): _____

Tenant's Notice Address: _____

Tenant's Contact Name and Phone Number: _____

Suite / Unit / Space Occupied by Tenant: _____

Square Footage Occupied by Tenant (approx.): _____

Permitted Use Under Lease: _____

2.2 Base Lease Information

Full Name / Title of the Lease Document: _____

Original Lease Date (date the lease was first signed): _____

Lease Commencement Date (first day rent was due): _____

Lease Expiration Date (last day of current lease term): _____

2.3 Amendments, Assignments, and Other Modifications

☐ There are NO amendments, assignments, subleases, guaranties, or other modifications to this Lease.

☐ The following documents also affect this Lease (attach additional pages if needed):

#	Description of Document	Date of Document
1		
2		
3		
4		

2.4 Rent Schedule

Current Monthly Base Rent: _____

☐ Rent is fixed at the amount stated above for the remainder of the Lease term.

☐ Rent escalates during the Lease term. A true and correct copy of the full rent schedule is attached as Exhibit ____ to this Addendum.

☐ The Lease contains provisions for additional rent or expense reimbursements (such as CAM charges, taxes, insurance, or percentage rent). Details are set forth in the Lease.

Total Monthly Rent Currently Collected (base rent plus all additional rent): _____

Renewal Options (number and length, or 'None'): _____

Date Through Which Rent Has Been Paid by Tenant: _____

2.5 Lease Representations by Seller

Seller represents and warrants to Buyer, as of the date of this Addendum and as of the Closing Date, that:

(a) To Seller's actual knowledge, the Lease is in full force and effect and has not been modified, amended, or supplemented except as set forth in Section 2.3 above.

(b) To Seller's actual knowledge, Tenant is not in default under the Lease, and Seller is not in default under the Lease, and no event has occurred which, with the passage of time or the giving of notice, would constitute a default by either party.

(c) To Seller's actual knowledge, Tenant has not asserted any claim, offset, defense, or counterclaim against Seller arising under or in connection with the Lease, and Seller has not granted any concession, free rent, allowance, or other landlord obligation that has not yet been performed or paid in full. Any unfulfilled landlord obligation known to Seller is described here: _____ (write 'None' if none).

(d) To Seller's actual knowledge, Tenant is in actual possession of and occupying the leased premises described in the Lease.

(e) Seller has delivered to Buyer a true, correct, and complete copy of the Lease and each document listed in Section 2.3 above, all of which are attached to this Addendum as specified in Section 6 below.

(f) Seller has not assigned, hypothecated, pledged, or otherwise transferred any of its interest as landlord under the Lease to any third party, except to one or more lenders whose lien(s) shall be released at Closing.

2.6 Estoppel Certificate

Seller shall use commercially reasonable efforts to obtain a written estoppel certificate from Tenant, in a form reasonably acceptable to Buyer, within 15 days after the Time Reference Date of the Contract (or by Closing, whichever is earlier).

☐ Delivery of a Tenant estoppel certificate satisfactory to Buyer is a condition of Buyer's obligation to close. If not delivered by the date specified above, Buyer may, at Buyer's option, terminate the Contract and receive a refund of the Earnest Money Deposit, subject to the earnest money release provisions of the Contract.

☐ Delivery of a Tenant estoppel certificate is desirable but is NOT a condition of closing.

3. SECURITY DEPOSIT

☐ **OPTION A — NO SECURITY DEPOSIT.** There is no security deposit held by Seller in connection with the Lease.

☐ **OPTION B — SECURITY DEPOSIT EXISTS.** Seller currently holds a security deposit in connection with the Lease described in Section 2 above, as follows:

Total Amount of Security Deposit Currently Held by Seller: _____

3.1 Transfer of Security Deposit at Closing

At Closing, Seller shall transfer and deliver the security deposit to Buyer as follows (check one):

☐ The security deposit will be credited to Buyer as a credit against the purchase price on the closing settlement statement (the amount shown in Section 3 above will reduce the amount Buyer owes to Seller at Closing). This is the most common method.

☐ The security deposit will be transferred by wire transfer or cashier's check from Seller to Buyer at Closing, separate from the purchase price settlement.

☐ Other (describe): _____.

3.2 Assignment of Security Deposit to Buyer

The transfer of the Security Deposit to Buyer is effected through Section 4.1(c) of this Addendum, subject to the conditions set forth in Section 4.1. The defined term "Security Deposit" as used in this Addendum refers to the security deposit described in Section 3 above. After Closing, Buyer shall be solely responsible for holding, accounting for, and returning or applying the Security Deposit in accordance with the Lease and applicable Oklahoma law, and Seller shall have no further obligation to Tenant with respect to the Security Deposit.

3.3 Seller's Representation Regarding Security Deposit

Seller represents and warrants that: (a) the Security Deposit amount stated in Section 3 above is accurate and complete; (b) Seller has not applied, drawn upon, or used any portion of the Security Deposit except as disclosed in writing to Buyer prior to the date of this Addendum; (c) to Seller's actual knowledge, Seller is holding the Security Deposit in compliance with the Lease and applicable law; and (d) Seller will not apply or use the Security Deposit between the date of this Addendum and the Closing Date except in the event of a Tenant default occurring after the date of this Addendum, in which case Seller shall promptly notify Buyer in writing of such application and the reason therefor.

4. ASSIGNMENT OF LEASE TO BUYER**4.1 Assignment of Landlord's Interest**

THIS ASSIGNMENT IS CONDITIONED UPON CLOSING. This Section 4.1 (and the assignment set forth herein) shall be of no force or effect, and shall be deemed void ab initio, if the Closing does not occur for any reason. Subject to the foregoing, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the purchase price paid by Buyer to Seller under the Contract, effective as of 11:59 p.m. on the Closing Date (the "Assignment Effective Time"), Seller hereby assigns, transfers, sets over, and conveys to Buyer all of Seller's right, title, and interest as landlord under each Lease identified in Section 2 of this Addendum, including without limitation:

(a) All rights to receive rent and all other payments due from Tenant under the Lease from and after the Assignment Effective Time;

(b) The right to enforce all terms, covenants, and conditions of the Lease against Tenant from and after the Assignment Effective Time;

(c) All deposits, prepaid rent, and other funds held in connection with the Lease, including the Security Deposit described in Section 3 above;

(d) The right to grant or withhold consent where the Lease requires the landlord's consent;

(e) All of Seller's rights against Tenant for any defaults that Seller has chosen not to pursue as of the Assignment Effective Time (it being understood that Buyer is not required to pursue any such defaults); and

(f) All other rights, benefits, and privileges of the landlord under the Lease.

4.2 Assumption of Landlord's Obligations by Buyer

Effective as of the Assignment Effective Time, Buyer hereby assumes and agrees to perform all obligations of the landlord under each Lease from and after the Assignment Effective Time, including without limitation the obligation to: (a) hold and account for the Security Deposit in accordance with the Lease and applicable law; (b) maintain any portions of the property

that the Lease requires the landlord to maintain; (c) provide any services required of the landlord under the Lease; and (d) comply with all other landlord obligations arising under the Lease from and after the Assignment Effective Time. Buyer's assumption of obligations applies only to obligations arising from and after the Assignment Effective Time. Buyer does not assume, and Seller remains responsible for, any landlord obligations that accrued or arose prior to the Assignment Effective Time, including any obligation to repay, credit, or account for any security deposit that was improperly applied by Seller prior to the Assignment Effective Time.

4.3 Proration of Rent

Rent and other periodic payments under each Lease shall be prorated between Seller and Buyer as of the Closing Date as follows:

- (a) Seller shall be entitled to retain all rent and other payments received from Tenant that are attributable to the period before and including the Closing Date.
- (b) Buyer shall be entitled to all rent and other payments attributable to periods after the Closing Date.
- (c) If rent for the month in which Closing occurs has already been received by Seller, Seller shall credit Buyer at Closing for the portion of such rent attributable to the period from and after the day after the Closing Date through the end of such month.
- (d) If any rent is delinquent as of the Closing Date, Seller shall disclose the amount of such delinquency in writing to Buyer prior to Closing. Seller shall use commercially reasonable efforts to collect delinquent rent prior to Closing. Any delinquent rent collected after Closing shall be applied first to the then-current month's rent, then to any amounts owed to Buyer for periods after Closing, and then to amounts owed to Seller for periods before Closing.

4.4 Lease Consent Requirements

Some leases require the tenant's consent before the landlord can assign the lease. Check the applicable box below:

- ☐ The Lease does NOT require Tenant's consent to an assignment of the landlord's interest. This assignment is effective without any action by Tenant.
- ☐ The Lease DOES require Tenant's consent to an assignment of the landlord's interest. Seller shall use commercially reasonable efforts to obtain Tenant's written consent to this assignment no later than _____ days prior to the scheduled Closing Date (the "Consent Deadline"). The parties' obligations under Section 4 are conditioned upon receipt of Tenant's written consent on or before the Consent Deadline. If Tenant's written consent has not been obtained by the Consent Deadline, Buyer may, at Buyer's sole option, either: (i) waive the consent condition and proceed to Closing; or (ii) terminate the Contract by written notice to Seller, in which event the Earnest Money Deposit shall be refunded to Buyer in full, subject to the earnest money release provisions of the Contract, and neither party shall have any further obligation to the other except as expressly stated in the Contract.

4.5 Seller's Release from Future Obligations

Subject to the provisions of Section 4.2 above, after the Assignment Effective Time, Seller shall be relieved of and released from all obligations of the landlord under the Lease that arise or accrue from and after the Assignment Effective Time. Seller shall remain liable for any landlord obligations that accrued prior to the Assignment Effective Time, including but not limited to: any claims by Tenant arising from events or conditions existing before Closing; any obligation to return security deposit amounts that were improperly retained or applied by Seller; and any warranty obligations of Seller under the Lease relating to work performed by Seller before Closing.

5. NOTICE TO TENANT OF SALE AND ASSIGNMENT OF LEASE

5.1 Buyer's Obligation to Notify Tenant

Within _____ days after Closing, Buyer shall deliver written notice to Tenant, at Tenant's notice address under the Lease, informing Tenant of: (a) the sale of the property and the identity of Buyer as the new owner and landlord; (b) the address to which future rent payments should be directed; (c) contact information for Buyer (or Buyer's property manager) for communications under the Lease; and (d) confirmation that the Security Deposit in the amount stated in Section 3 has been transferred to Buyer and that Buyer is now responsible for the Security Deposit in accordance with the Lease and applicable Oklahoma law. Buyer shall retain proof of delivery of such notice. Buyer shall deliver such notice by a method permitted under the Lease's notice provisions, or if the Lease contains no notice provision, by one of the following methods: (i) personal delivery to Tenant or Tenant's authorized representative at the leased premises; (ii) certified mail, return receipt requested, sent to Tenant's notice address; or (iii) overnight courier with tracking confirmation.

6. LEASE DOCUMENTS ATTACHED AS EXHIBITS TO THIS ADDENDUM**INSTRUCTIONS FOR COMPLETING THIS SECTION**

ALL of the following documents that exist must be physically attached to this Addendum as exhibits. Each document should be tab-separated and labeled with the exhibit letter shown below.

IMPORTANT: If you cannot locate a document, do NOT leave it out — Seller must make every effort to locate all lease documents. If a document cannot be located, Seller must explain why in the space provided.

Both Seller and Buyer should initial each page of every attached exhibit to confirm they have reviewed it.

Exhibit	Document Description	Attached?	If Not Attached — Reason
A-1	Original Lease Agreement (signed by both parties)	☐ Yes ☐ No ☐ N/A	
A-2	First Amendment to Lease (if any)	☐ Yes ☐ No ☐ N/A	
A-3	Second Amendment to Lease (if any)	☐ Yes ☐ No ☐ N/A	
A-4	Third Amendment to Lease (if any — attach additional pages for more)	☐ Yes ☐ No ☐ N/A	
A-5	Assignment and Assumption of Lease (if the lease was previously assigned to a new tenant)	☐ Yes ☐ No ☐ N/A	
A-6	Sublease Agreement(s) (if tenant has sublet all or part of the space)	☐ Yes ☐ No ☐ N/A	
A-7	Guaranty Agreement(s) (if any individual or entity has guaranteed tenant's obligations)	☐ Yes ☐ No ☐ N/A	
A-8	Landlord Estoppel Certificate (if already obtained)	☐ Yes ☐ No ☐ N/A	
A-9	Tenant Estoppel Certificate (if already obtained)	☐ Yes ☐ No ☐ N/A	
A-10	Rent Schedule or Exhibit Setting Forth Rent Escalation Schedule (if applicable)	☐ Yes ☐ No ☐ N/A	
A-11	Security Deposit Agreement or Letter of Credit (if security deposit is in special form)	☐ Yes ☐ No ☐ N/A	
A-12	Other Lease-Related Documents (describe):	☐ Yes ☐ No ☐ N/A	

Seller and Buyer each represent that, to their actual knowledge, the documents listed above as 'attached' constitute all of the agreements, modifications, and instruments that affect the Lease. Seller represents that the copies attached are true, correct, and complete copies of the originals.

7. SIGNATURES

Date: _____

Date: _____

Seller's Printed Name_____
Buyer's Printed Name_____
Seller's Signature_____
Buyer's Signature_____
Seller's Broker:_____
Buyer's Broker:_____
Lic. No.:_____
Lic. No.:

OKLAHOMA REAL ESTATE COMMISSION*This is a legally binding Contract; if not understood, seek advice from an attorney.***BILL OF SALE ADDENDUM**

WHEN TO USE THIS ADDENDUM: Use the Bill of Sale Addendum when personal property — tangible or intangible — is included in the sale of the Property. Complete and attach it to the Contract at signing, and identify the included items on the Personal Property List. If the intangible property includes a contractual right, also use the Assignment of Contracts Addendum.

1. GENERAL PROVISIONS AND DEFINED TERMS

1.1 Incorporation into Contract. This Bill of Sale Addendum (this “Addendum”) is attached to and incorporated into the Oklahoma Uniform Contract of Sale of Real Estate – Commercial (the “Contract”) to which it is attached. Capitalized terms not otherwise defined in this Addendum have the meanings given to them in the Contract. In the event of any conflict between this Addendum and the Contract with respect to the conveyance of personal property, the terms of this Addendum shall control.

1.2 Consideration. The conveyance of personal property described in this Addendum is included within the purchase price set forth in the Contract, unless a separate allocation is specified in Section 6 below. No additional consideration is required for the transfer of personal property, it being acknowledged that the purchase price paid by Buyer to Seller under the Contract constitutes full and adequate consideration for the conveyance of all Personal Property described herein.

1.3 Effective Date of Conveyance. The conveyance of all Personal Property described in this Addendum is conditioned upon Closing. If the Closing does not occur for any reason, this Addendum shall be of no force or effect and shall be deemed void ab initio. Subject to the foregoing, all Personal Property shall transfer to Buyer effective as of the Closing Date.

2. TANGIBLE PERSONAL PROPERTY

2.1 General Conveyance. Subject to Section 4 below (Excluded Property), Seller hereby sells, transfers, assigns, and conveys to Buyer, effective as of the Closing Date, all tangible personal property owned by Seller and located at or used in connection with the Property, including without limitation the categories described in Section 2.2 below (collectively, the “Tangible Personal Property”).

2.2 Categories of Tangible Personal Property Included. The following categories of tangible personal property are included in this conveyance, to the extent owned by Seller and used in connection with the Property:

- (a) HVAC, mechanical, electrical, and plumbing systems, equipment, and components that are not permanently affixed to the Property as fixtures, including portable or freestanding units;
- (b) Appliances, including but not limited to refrigerators, dishwashers, washers, dryers, and ranges, to the extent not included as fixtures in the Contract;
- (c) Furniture, furnishings, and equipment located on and used in connection with the Property, including lobby, common area, and management office furniture;
- (d) Tools, maintenance equipment, and supplies used in the operation or maintenance of the Property;
- (e) Keys, access cards, fobs, remote controls, and security codes related to the Property and its systems;
- (f) Signage located on or about the Property that is owned by Seller (excluding any tenant-owned signage);
- (g) Landscaping equipment and irrigation components not permanently affixed to the land;
- (h) Any additional tangible personal property specifically listed on the Personal Property List attached hereto; and
- (i) All other tangible personal property owned by Seller that is located on the Property at Closing and used in the operation, management, or maintenance of the Property, except as excluded in Section 4.

2.3 Inventory. The parties ☐ have ☐ have not agreed to attach a written inventory of the Tangible Personal Property as a Personal Property List to this Addendum. If no Personal Property List is attached, the general description in Section 2.2 shall govern.

2.4 Condition. Tangible Personal Property is conveyed AS IS, WHERE IS, in its present condition, with no representations or warranties as to condition, fitness for a particular purpose, or merchantability, except as expressly set forth in Section 5 of this Addendum.

3. INTANGIBLE PERSONAL PROPERTY

3.1 General Assignment. Subject to Section 4 below (Excluded Property), Seller hereby assigns, transfers, and conveys to Buyer, effective as of the Closing Date, all intangible personal property owned by Seller and arising from or used in connection with the Property, including without limitation the categories described in Section 3.2 below (collectively, the "Intangible Personal Property," and together with the Tangible Personal Property, the "Personal Property").

3.2 Categories of Intangible Personal Property Included. The following categories of intangible personal property are included in this conveyance, to the extent owned by Seller and assignable without third-party consent, or for which any required consent is obtained prior to Closing:

- (a) Permits, licenses, certificates of occupancy, and governmental approvals relating to the Property or its operation, to the extent transferable by law;
- (b) Service contracts, maintenance agreements, and vendor contracts relating to the Property shall be terminated by Seller on or before the Closing Date and shall not be assigned to or assumed by Buyer, EXCEPT for (i) utility contracts and (ii) any service contract that cannot be terminated on or before Closing and has been disclosed to Buyer in writing prior to the expiration of Buyer's inspection period under the Contract (each, an "Assumed Service Contract"). Each Assumed Service Contract, to the extent assignable, is hereby assigned to Buyer, and Buyer shall assume the obligations arising under such Assumed Service Contract from and after the Closing Date;
- (c) Warranties and guaranties from contractors, subcontractors, manufacturers, or suppliers relating to work performed on or equipment installed at the Property, to the extent assignable;
- (d) Plans, drawings, specifications, surveys, and engineering or architectural reports in Seller's possession relating to the Property;
- (e) Operating manuals, maintenance records, and similar documentation relating to the Property or its systems and equipment;
- (f) Trade names, trademarks, logos, and domain names used exclusively in connection with the Property, to the extent owned by Seller and assignable (Seller makes no representation that any such names are registered or protectable);
- (g) Telephone numbers, websites, and social media accounts used exclusively for the Property, to the extent owned or controlled by Seller;
- (h) Goodwill associated with the Property as a going-concern operation, if any; and
- (i) All other intangible property owned by Seller and arising primarily from or related primarily to the Property, except as excluded in Section 4.

4. EXCLUDED PROPERTY

4.1 General. The following items are expressly excluded from this conveyance and shall remain the property of Seller after Closing:

- (a) Personal property owned by any tenant, occupant, or third party located at the Property;
- (b) Personal property that is leased by Seller from a third party (rather than owned by Seller), unless Seller separately assigns such lease to Buyer with the lessor's consent;
- (c) Seller's personal financial records, tax returns, and other records not related to the operation of the Property;
- (d) Any trade names, trademarks, logos, or intellectual property used by Seller in connection with other properties or businesses not related to the Property; and
- (e) Any additional items specifically listed as excluded below or designated as excluded on the Personal Property List attached hereto.

4.2 Additional Excluded Items (if any). Seller and Buyer agree that the following items are specifically excluded from this Bill of Sale:

_____ (write 'None' if none).

5. SELLER'S REPRESENTATIONS

5.1 Title. Seller represents and warrants to Buyer, as of the Closing Date, that Seller has good and marketable title to the Personal Property described in this Addendum, free and clear of all liens, encumbrances, security interests, and claims of third parties, except for: (a) any liens that will be released at Closing as provided in the Contract; and (b) any security interests

granted to institutional lenders in connection with financing secured by the Property, which shall be released at Closing.

5.2 Authority. Seller represents and warrants that Seller has full authority to sell and convey the Personal Property and that this Addendum has been duly authorized and executed by Seller.

5.3 No Other Agreements. Seller represents and warrants that the Personal Property is not subject to any option, purchase agreement, or other agreement granting any third party the right to acquire any interest in the Personal Property, except as disclosed in the Contract.

5.4 Condition of Tangible Property. Except as otherwise expressly stated in the Contract or this Addendum, the Tangible Personal Property is conveyed AS IS, WHERE IS. Seller makes no representation or warranty as to the condition, fitness for a particular purpose, or merchantability of any item of Tangible Personal Property. Buyer acknowledges that Buyer has had or will have the opportunity to inspect the Tangible Personal Property during the inspection period provided in the Contract.

6. ALLOCATION OF PURCHASE PRICE

6.1 Included in Purchase Price. Unless the parties have agreed to a separate allocation below, the Personal Property is being conveyed as part of the overall transaction, and no portion of the purchase price is separately allocated to the Personal Property. The parties acknowledge that this allocation may have tax consequences and are encouraged to seek independent tax advice.

6.2 Separate Allocation (if applicable). Check one:

☐ No separate allocation. The Personal Property is included within the total purchase price set forth in the Contract, with no separate allocation.

☐ Separate allocation agreed. The parties agree that \$_____ of the total purchase price is allocated to the Personal Property described in this Addendum, with the balance allocated to the real property. The parties agree to report this allocation consistently for all tax purposes.

6.3 Sales Tax. Buyer shall be responsible for any sales or use tax, if any, assessed by the State of Oklahoma or any applicable taxing authority on the transfer of Tangible Personal Property pursuant to this Addendum. Seller makes no representation regarding the applicability of sales or use tax to this transaction.

SIGNATURES

Date: _____

Date: _____

Seller's Printed Name

Buyer's Printed Name

Seller's Signature

Buyer's Signature

Seller's Broker: _____

Buyer's Broker: _____

Lic. No.: _____

Lic. No.: _____

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

ASSIGNMENT OF CONTRACTS ADDENDUM

WHEN TO USE THIS ADDENDUM: Use the Assignment of Contracts Addendum when service, maintenance, vendor, or other contracts affecting the Property will survive Closing and be assigned to Buyer. List each assigned contract in Section 7. Service contracts that are not listed are terminated by Seller at or before Closing as provided in the Contract.

1. GENERAL PROVISIONS AND DEFINED TERMS

1.1 Incorporation into Contract. This Assignment of Contracts Addendum (this "Addendum") is attached to and incorporated into the Oklahoma Uniform Contract of Sale of Real Estate – Commercial (the "Contract") to which it is attached. Capitalized terms not otherwise defined in this Addendum have the meanings given to them in the Contract. In the event of any conflict between this Addendum and the Contract with respect to the assignment of contracts, the terms of this Addendum shall control.

1.2 Assigned Contracts Defined. "Assigned Contracts" means the service contracts, maintenance agreements, vendor and supply contracts, equipment leases, warranties, and other contracts and agreements affecting the Property that are listed on the Contracts List in Section 7, together with any contract that, under the Contract, cannot be terminated on or before Closing and has been disclosed to Buyer in writing. Contracts not so listed or disclosed are not assigned and shall be terminated by Seller on or before Closing.

1.3 Effective Date of Assignment. The assignment and assumption described in this Addendum are conditioned upon Closing. If the Closing does not occur for any reason, this Addendum shall be of no force or effect and shall be deemed void ab initio. Subject to the foregoing, the Assigned Contracts shall transfer to Buyer effective as of the Closing Date.

2. ASSIGNMENT AND ASSUMPTION

2.1 Assignment by Seller. Effective as of the Closing Date, Seller hereby assigns, transfers, and conveys to Buyer all of Seller's right, title, and interest in, to, and under the Assigned Contracts.

2.2 Assumption by Buyer. Effective as of the Closing Date, Buyer hereby accepts the foregoing assignment and assumes and agrees to perform all obligations of Seller under the Assigned Contracts arising from and after the Closing Date. Seller shall remain responsible for all obligations under the Assigned Contracts that arose, accrued, or relate to the period before the Closing Date.

2.3 Contracts Covered. Subject to Section 3 and the Contracts List, the Assigned Contracts may include service, maintenance, and repair contracts; vendor and supply contracts; utility contracts; equipment leases that Buyer agrees to assume; landscaping, janitorial, security, and monitoring contracts; elevator, fire and life-safety, and building-systems maintenance contracts; and any other contract listed in Section 7.

3. CONSENTS TO ASSIGNMENT

3.1 Required Consents. To the extent any Assigned Contract requires the consent of a third party to its assignment, Seller shall use commercially reasonable efforts to obtain such consent prior to Closing. The parties shall reasonably cooperate with one another in seeking such consents.

3.2 Consent Not Obtained. If a required consent for any Assigned Contract has not been obtained by Closing, then, at Buyer's election: (a) such contract shall be excluded from this assignment and terminated by Seller if permitted; or (b) the parties shall, after Closing, continue to use commercially reasonable efforts to obtain the consent, and pending consent, Seller shall hold such contract for Buyer's benefit to the extent permitted by its terms and applicable law. Neither party shall be required to pay money to a third party (other than its own administrative costs) to obtain a consent unless that party agrees to do so in writing.

4. EXCLUDED CONTRACTS

4.1 General. The following are not assigned under this Addendum and shall remain the responsibility of Seller: (a) any management, leasing, or listing agreement for the Property; (b) any contract not listed in Section 7 and not otherwise required to be assigned under the Contract; (c) any insurance policy of Seller; (d) any contract relating to Seller's other properties or business operations; (e) any employment or employee-benefit agreement; and (f) any contract that by its terms or by law is not assignable and for which any required consent has not been obtained.

5. REPRESENTATIONS

5.1 Seller's Representations. Seller represents and warrants to Buyer, as of the Closing Date, that: (a) Seller has delivered or made available to Buyer true and complete copies of the Assigned Contracts; (b) to Seller's knowledge, each Assigned Contract is in full force and effect and no party is in material default thereunder; (c) Seller has not received written notice of termination of any Assigned Contract; and (d) Seller has full authority to assign the Assigned Contracts, subject to any required third-party consents.

5.2 Buyer's Representations. Buyer represents and warrants that Buyer has full authority to accept the assignment and assume the Assigned Contracts and has had the opportunity to review the Assigned Contracts during the inspection period provided in the Contract.

5.3 No Other Warranties. Except as expressly stated in this Addendum or the Contract, the Assigned Contracts are assigned without representation or warranty of any kind, express or implied.

6. PRORATIONS AND INDEMNITY

6.1 Prorations. Amounts payable or prepaid under the Assigned Contracts shall be prorated between Seller and Buyer as of the Closing Date in the manner provided for prorations in the Contract.

6.2 Mutual Indemnity. Seller shall indemnify and hold Buyer harmless from claims arising under the Assigned Contracts and relating to the period before the Closing Date. Buyer shall indemnify and hold Seller harmless from claims arising under the Assigned Contracts and relating to the period from and after the Closing Date. This Section shall survive Closing.

7. CONTRACTS LIST

7.1 Assigned Contracts. List below each contract to be assigned to Buyer (attach a separate schedule if needed). If no contracts are listed, no contracts are assigned and all service contracts shall be terminated by Seller on or before Closing, except as otherwise required by the Contract. Include the title of the contract, the names of the parties to the contract, and the effective date.

1. _____
2. _____
3. _____
4. _____

SIGNATURES

Date: _____

Date: _____

Seller's Printed Name

Buyer's Printed Name

Seller's Signature

Buyer's Signature

Seller's Broker: _____

Buyer's Broker: _____

Lic. No.: _____

Lic. No.: _____