



CBA DEFEASANCE ADDENDUM

This has been prepared for submission to your attorney for review and approval prior to signing. No representation is made by licensee as to its sufficiency or tax consequences

The following is part of the Purchase and Sale Agreement dated _____, 20____ (the "Agreement"), between _____ ("Buyer"), and _____ ("Seller"), regarding the sale of the Property known as: _____, the ("Property").

IT IS AGREED BETWEEN BUYER AND SELLER AS FOLLOWS:

1. **DEFEASANCE.** Prior to the end of the Feasibility Period described in Section 5 of the Agreement, Seller shall engage a defeasance coordinator and shall provide Buyer with an outline of the three-day closing process required by Seller's underlying financing. Notwithstanding anything to the contrary in Section 7 of the Agreement, the date of Closing shall be Day Three, which shall be the date possession of the Property is delivered to Buyer and risk of loss passes to Buyer. However, Buyer shall receive a credit at Closing for the interest which accrued from Day Two until Closing on the amount funded on Day Two.
 - a. **Day One.** On Day One, Seller shall cause its defeasance coordinator to set up a conference call involving Seller, Seller's attorney, Buyer, Buyer's lender, Buyer's attorney, and Closing Agent to confirm that all conditions for funding the purchase of the Property on Day Two, other than Seller's performance, have been satisfied. Buyer shall cause its lender and attorney to participate in this call. Buyer shall be in material breach if its lender does not assure Seller that conditions are satisfied for funding on Day Two.
 - b. **Day Two.** Buyer and Seller shall execute and deliver to Closing Agent all documents and funds necessary to close the sale of the Property, including documents necessary to release the Property from the lien securing the underlying financing, and the balance of the purchase price. Buyer shall arrange with its lender to fund the loan on the day before the lien of the underlying financing is released and the day before Buyer's lender's lien is recorded.
 - c. **Day Three.** After receiving confirmation of delivery to an intermediary of the securities being used to defease the Property, Closing Agent shall disburse that portion of the funds deposited into escrow which are necessary to purchase the securities. After receiving confirmation of the purchase of the securities, Closing Agent will record the deed and reconveyance documents in accordance with the closing instruction letter from the servicer for Seller's underlying financing, and disburse the remaining closing proceeds in accordance with Closing Agent's settlement statement.
2. **ADDITIONAL PROVISIONS.** The terms of the Agreement remain unchanged except as supplemented in this Addendum or as provided below: _____

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____