

**ADDENDUM TO MANAGEMENT AGREEMENT, DATED
BETWEEN _____ ("OWNER") AND
CB RICHARD ELLIS, INC. ("MANAGER")
REGARDING THE PROPERTY KNOWN AS
("PROPERTY")**

1. Notwithstanding any provision in the Agreement to the contrary, Manager shall only be responsible for the performance of those obligations of Owner under deeds of trust, ground leases, easements and other documents relating to the Property of which Owner notifies Manager in writing and which are ordinarily performed by commercial property managers; provided, however, that Owner need not notify Manager of any lease provisions.
2. Manager may place Property employees on the payroll of an independent employer or Building Technology Engineers of North America LLC ("BTENA"), in which case Owner shall pay BTENA a payroll processing fee of five percent (5%) of the gross payroll, employee benefits and related expenses of all property employees. Owner shall name BTENA as an insured person on its liability policies insuring the Property. BTENA shall be entitled to the same rights of indemnity, defense, insurance coverage and waiver of subrogation to which Manager is entitled under this Agreement.
3. Owner agrees that Manager may transfer Owner's funds from the Property bank account, as needed for disbursements, along with funds of other clients of Manager to a co-mingled disbursement account in Manager's name. Manager may derive direct benefits from this account which are hereby deemed permissible compensation to Manager in addition to that provided elsewhere in this Agreement.
4. Manager may charge Owner up to \$100.00 per hour for time spent by one of Manager's supervisors on any litigation, accident, claim, hearing or insurance matter related to the Property.
5. Manager may charge Owner a construction supervision fee equal to eight percent (8%) of the total cost of any construction or repair of the Property in excess of the first \$5,000.00 of such cost.
6. Owner hereby agrees to defend Manager, and, except for those claims against which Manager agrees to indemnify Owner under this Agreement, Owner shall indemnify Manager against any claims, liabilities, damages, costs and attorneys' fees arising out of the management of the Property. This provision shall survive the termination of this Agreement.

7. Owner shall carry standard commercial general liability insurance on an occurrence basis with combined single limit coverage of at least \$5,000,000.00 or an equivalent policy, which shall be primary. Manager shall be an insured under such policy and, as such, shall have the same rights as Owner under such policy. No provision of this Agreement shall limit such rights. Owner shall promptly supply Manager with an endorsement and/or a certificate evidencing the above policy and showing the Manager as an insured.

Owner shall obtain waivers of subrogation against Manager from all of Owner's carriers of fire and hazard insurance on the Property and shall provide Manager with endorsements evidencing such waivers. Manager shall not be responsible for the type or adequacy of Owner's insurance on the Property.

8. Owner shall at all times maintain sufficient funds in the Property account to enable Manager to pay all obligations of the Property in a timely manner. If collections are projected to be insufficient or will not be received in time to satisfy this requirement, Owner shall promptly provide Manager with the necessary funds, in advance. If Owner has not provided said funds within seven (7) days after Manager's request, Manager may terminate this Agreement on written notice to Owner. If Owner becomes insolvent in the sense that Owner's liabilities exceeds its assets or Owner is unable to meet its obligations as they become due, Manager may terminate this Agreement on written notice to Owner.
9. For purposes of this Agreement the term "Hazards" includes, but is not limited to, asbestos, PCB transformers, other toxic or hazardous substances, underground storage tanks, and health and safety hazards. Owner hereby confirms that it has provided Manager with any information Owner may have regarding Hazards in the Property.

Manager shall notify Owner if Manager becomes aware of any Hazards in, on or about the Property. Owner understands that Manager is not a licensed or qualified expert on Hazards. Therefore, Manager shall not be responsible for discovering Hazards in, on or about the Property, causing the Property to comply with laws regarding Hazards, or supervising technical work on Hazards. If Owner has not already had the Property inspected for asbestos and PCB's, Owner hereby authorizes Manager to arrange these inspections.

Owner understands that the laws regarding the disclosure of Hazards to tenants, buyers and other persons may be ambiguous and subject to conflicting interpretations. Therefore, if Hazards are discovered in, on or about the Property and Manager in good faith disagrees with Owner's instructions regarding such disclosures, then Manager may terminate this Agreement upon written notice to Owner.

10. This is the sole and entire Agreement between the parties regarding the management of the Property. This Agreement replaces all previous oral or written proposals or communications regarding management of the Property.
11. Owner hereby represents and warrants that it is either the Owner of the Property or is authorized by the Owner of the Property to enter into this Agreement. The person executing this Agreement on behalf of Owner hereby personally represents and warrants that he or she is authorized to execute this Agreement and that his or her signature binds Owner.
12. If there is any conflict between the Agreement and this Addendum, this Addendum shall prevail.

OWNER:

MANAGER:

CB RICHARD ELLIS, INC.

BY: _____
NAME: _____
TITLE: _____

BY:
NAME:
TITLE: