

ADDENDUM # 1

AGREEMENT ADDENDUM BUYER'S CONFLICT OF INTEREST DISCLOSURE

1. **WELLS FARGO BANK, N.A. ("WELLS FARGO") AFFILIATION AND CONTROL PERSON.** *Buyer to initial as applicable:* Buyer and/or Buyer's spouse, or any of their relatives living at the same address, is ____ / is not ____ an employee or "control person" of Wells Fargo or any affiliate, subsidiary or parent of Wells Fargo. A "control person" includes a director, policy-making officer, or 10% stockholder.
2. **WELLS FARGO BANK AFFILIATE BUSINESS ENTITY.** *Buyer to initial as applicable:* Buyer is ____ / is not ____ a business, subsidiary, parent, affiliate, or agent acting on behalf of a business, subsidiary, parent or affiliate of Wells Fargo.
3. **ERISA MATTERS.** *Buyer to initial as applicable:* Buyer is ____ / is not ____ an "employee benefit plan" (a "Plan") as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), an asset of such a Plan, or a person acting for the benefit of such a Plan. Buyer represents, warrants, and covenants that:
 - a. the purchase of the Property will not be prohibited under Section 406 of ERISA, Section 4975 of the Internal Revenue Code of 1986, as amended (the "IRC"), or any other rule, regulation, policy, procedure, judgment or order that is similar to Title I of ERISA or Section 4975 of the IRC;
 - b. to the extent that any assets of the Buyer are treated as an asset of a Plan, (i) any such Plan's interest in the Buyer is managed by a "QPAM" as defined in Section VI(a) of U.S. Department of Labor Prohibited Transaction Class Exemption 84-14 (the "QPAM Exemption"), (ii) neither Wells Fargo nor any its "affiliates" (within the meaning of Section VI(c) of the QPAM Exemption) has the authority to appoint or terminate any such QPAM or negotiate the terms of any management agreement between any such employee benefit plan and any such QPAM, (iii) Wells Fargo is not any such QPAM and is not "related" (within the meaning of Section VI(h) of the QPAM Exemption) to any such QPAM, and (iv) such QPAM is responsible for exercising independent judgment in evaluating the transactions reflected in the Agreement and this Addendum;
 - c. neither Wells Fargo nor any of its affiliates are acting as a fiduciary within the meaning of Section 3(21)(A) of ERISA in respect of any of the assets of Buyer that are involved in the Agreement or this Addendum; and
 - d. neither Wells Fargo nor any of its affiliates have any responsibility for governing or overseeing the conduct of the Buyer or any QPAM and all decisions have been the result of arms' length negotiations between the parties.