



CURRENT REPORT

Pursuant to Section 4.02(b)(iii) of the Indentures each dated as of May 10, 2007 (as supplemented from time to time, the “Indentures”) among Capmark Financial Group Inc., the Guarantors (as defined therein) and Deutsche Bank Trust Company Americas, as trustee for the Floating Rate Senior Notes due 2010; 5.875% Senior Notes due 2012; and 6.300% Senior Notes due 2017.

Date of earliest event reported: August 13, 2009

CAPMARK FINANCIAL GROUP INC.

116 Welsh Road
Horsham, Pennsylvania 19044
(215) 328-4622

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors;
Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

(e) On August 13, 2009, Capmark Financial Group Inc. (the “Company”) and Gregory J. McManus, the Company’s Chief Financial Officer and Executive Vice President, entered into an amendment to the Letter Agreement, dated April 23, 2009, between the Company and Mr. McManus (the “Amendment”). The Amendment provides that the September 30, 2009 payment date for the third and final installment of Mr. McManus 2009 bonus award is replaced with a payment date of August 14, 2009.

The foregoing description of the Amendment is qualified in its entirety by reference to the Amendment, a copy of which is attached as an exhibit and which is incorporated herein by reference.

Capmark Financial Group Inc.

Date: August 21, 2009

By: /s/ Thomas L. Fairfield

Name: Thomas L. Fairfield

Title: Executive Vice President, Secretary and General Counsel



August 13, 2009

Mr. Gregory J. McManus

Re: Amendment to Bonus Award under the Capmark Financial Group Inc. Discretionary Bonus Plan

Dear Greg:

This side letter agreement (the "Side Letter") is entered into between you and Capmark Financial Group Inc. ("CFGF", and collectively with its subsidiaries, the "Company"). The purpose of this Side Letter is to amend that certain letter agreement previously entered into between you and CFGF dated April 23, 2009 (the "2009 Bonus Award Agreement"; capitalized terms used herein and not otherwise defined herein have the meanings set forth in the 2009 Bonus Award Agreement).

You have notified us that you intend to resign from the Company effective September 1, 2009. This Side Letter hereby amends the September 30, 2009 payment date of the third and final installment of your Bonus Award under the 2009 Bonus Award Agreement and replaces it with a payment date of August 14, 2009.

As a material inducement to CFGF to enter into this Side Letter, you hereby absolutely, unconditionally, fully and irrevocably release the Company and any and all of their respective present and past officers, directors, shareholders, employees, agents and representatives, and the successors and assigns of each, from any and all claims, damages, losses and costs relating to your compensation from the Company including without limitation any contingent or otherwise discretionary compensation awards or payments of any kind whatsoever.

Except as provided in this Side Letter, all provisions of the 2009 Bonus Award Agreement shall remain in full force and effect. This Side Letter and the 2009 Bonus Award Agreement contain the entire agreement of the parties with respect to the subject matter hereof and merges all prior negotiations, agreements and understandings, if any. No modification, release, discharge or waiver of any provision of this Side Letter shall be of any force or effect unless made in writing and signed by the parties hereto. If any term, clause or provision of this Side Letter shall for any reason be adjudged invalid, unenforceable or void, the same shall not impair or invalidate any of the other provisions of this Side Letter, all of which shall be performed in accordance with their respective terms.

This Side Letter shall be governed by the laws of the State of Pennsylvania without regard to the conflict of laws and principles thereof.

This Side Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

Yours sincerely,
For and on behalf of Capmark Financial Group Inc.

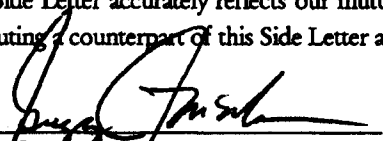


Jay M. Levine
Chief Executive Officer

cc: Thomas L. Fairfield, General Counsel

If this Side Letter accurately reflects our mutual understanding please acknowledge your agreement with the foregoing by executing a counterpart of this Side Letter and returning it to the undersigned.

Signed:



Gregory J. McManus

Date:

8/13/09
