

ADDENDUM TO REAL ESTATE SALE AGREEMENT

1 This is an Addendum to: ☒ Real Estate Sale Agreement ☐ Seller's Counter Offer ☐ Buyer's Counter Offer ☐ Other _____

2 Buyer: Discount Nursery Supplies, LLC

3 Seller: City of Salem

4 The real property described as: Lot 2 of the Salem Business Park, ,

5 **SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE A PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED ABOVE.**

6 **POSSESSION:** Seller shall deliver possession of the Property to Buyer by 5pm on closing.

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8 **FINANCING CONTINGENCIES:** If Buyer is financing any portion of the Purchase Price, then this transaction is subject to the following
9 financing contingencies: (1) Buyer and the Property to qualify for the purchase and construction loan from Lender and (2) Lender's
10 appraisal shall not be less than the Purchase Price. Except as otherwise provided herein, all Financing Contingencies are solely for
11 Buyer's benefit and may be waived by Buyer in writing at any time.

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13 **FAILURE OF FINANCING CONTINGENCIES:** If Buyer receives actual notification from Lender that any Financing Contingencies identified
14 above have failed or otherwise cannot occur, Buyer shall promptly notify Seller, and the parties shall have fifteen (15) business days
15 following the date of Buyer's notification to Seller to either (a) Terminate this transaction by signing a Termination Agreement and/or such
16 other similar form as may be provided by Escrow; or (b) Reach a written mutual agreement upon such price and terms that will permit this
17 transaction to continue. Neither Seller nor Buyer is required under the preceding provision (b) to reach such agreement. If (a) or (b) fail to
18 occur within the time period identified in this Section (Failure of Financing Contingencies), this transaction shall be automatically
19 terminated and all earnest money shall be promptly refunded to Buyer. Buyer understands upon termination of this transaction, Seller
20 shall have the right to place the Property back on the market for sale upon any price and terms as Seller determines, in Seller's sole
21 discretion.

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29 Buyer Signature _____ Date _____, _____ a.m. ____ p.m. ←
Discount Nursery Supplies, LLC

30 Buyer Signature _____ Date _____, _____ a.m. ____ p.m. ←

31 Seller Signature _____ Date _____, _____ a.m. ____ p.m. ←
City of Salem

32 Seller Signature _____ Date _____, _____ a.m. ____ p.m. ←

33 Buyer's Agent Greg Goodenough Seller's Agent Unrepresented

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LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

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