

- Without Seller's prior written approval in Seller's sole and absolute discretion, Buyer shall not Transfer (as hereinafter defined) the Property while the Seller Carry Back Loan is outstanding. If Buyer breaches this provision by Transferring the Property, the Seller Carry Back Loan shall become immediately due and payable in full.
- Buyer shall have the right to Transfer the Property while the Seller Carry Back Loan is outstanding.

For purposes of this Addendum, the term "Transfer" means any sale, conveyance, lease, or encumbrance of the Property, whether voluntary or involuntary, including, without limitation, any easement, grant deed, lease, mechanics lien, tax lien, or secured loan.

5. Property Taxes and Insurance. For so long as the Seller Carry Back Loan is outstanding, Buyer shall insure that all property taxes with respect to the Property are timely paid when due, and that that the Property is insured for its full fair market value. For so long as the Seller Carry Back Loan is outstanding, Seller shall have the right to approve Buyer's insurance with respect to the Property (which approval shall not be unreasonably withheld, conditioned, or delayed), and Buyer shall name Seller as an additional insured on such policy. Upon request, Buyer shall provide Seller with certificates of insurance reflecting such coverage from time to time.

6. Miscellaneous. This Addendum shall be governed by, and construed in accordance with, the laws of the jurisdiction governing the Agreement. This Addendum may be executed simultaneously or in counterparts, each of which counterpart shall be deemed an original, but all of which together shall constitute one and the same Addendum. Facsimile signatures and/or electronically transmitted pdf files of this Addendum are valid and carry the same effect as an original signature. This Addendum shall be deemed a part of the Agreement as if fully set forth therein. Any notice provided under this Addendum shall be provided in the same manner and under the same terms as set forth in the Agreement.



IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date set forth above.

BUYER:

SELLER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

