

**ADDENDUM #1 (ONE) TO THE
REAL PROPERTY PURCHASE AGREEMENT BETWEEN THE COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY, HYVE HOMES,
INC, AND K&S CAPITAL, LLC**

This **Addendum #1 (ONE)** to the **REAL PROPERTY PURCHASE AGREEMENT** is made and entered into as of July 2, 2024, by the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”) and **HYVE HOMES, INC.**, a Utah Corporation of the state of Utah (“Buyer”), and **K&S CAPITAL, LLC**, a Limited Liability Company of the state of Utah (“Assignee”), Seller, Buyer, and Assignee, are herein sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement dated as of January 3, 2023 (the “**Purchase Agreement**”), a copy of which is attached hereto as Exhibit A, regarding the purchase and sale of approximately up to 6.26 acres of real property additional property located within the City of Santaquin, Utah (the “**Additional Property**”), more particularly described in the Purchase Agreement; and

WHEREAS, Assignee subsequently purchased a portion of the property consisting of approximately 2.16 acres from Buyer; and

WHEREAS, all of the Parties now desire to amend the Purchase Agreement as identified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties hereby agree to and adopt this Addendum #1 (One) to the Purchase Agreement as follows:

1. Section 2; **Buyer’s Property Use and Improvements, Subsection d.** is changed to read as follows:

“All development and use of the Property shall comply with the landscape provisions of the Santaquin City Code. Buyer may provide, install, and maintain landscaping within the CDRA owned area approximately eleven feet wide, between the property line on the north and east sides of the Property and the Santaquin City curb & gutter, as shown on the Site Plan. Said landscaping would be applied to satisfaction of Buyer’s landscaping obligations for development of the Property. Seller shall have no responsibility for the maintenance of said landscaping improvements, which shall be Buyer’s responsibility.”

2. After closing on 2.16 acres of Additional Property, Buyer subsequently sold that same 2.16 acres to Assignee. Therefore, is the Parties acknowledge and agree that Assignee is now a successor/assignee pursuant to section 24 of the Purchase Agreement with the same rights, responsibilities, and duties as Buyer.

3. **EXHIBIT D, BUILDING TYPE AND ARCHITECTURAL STYLE**, the attached building type with architectural styles is added to the Purchase Agreement as Exhibit D as an approved building type and architectural style.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Addendum # 1 (One) to the Agreement for Purchase and Sale on the dates set forth opposite their respective names below.

SELLER:

**COMMUNITY DEVELOPMENT AND RENEWAL
AGENCY OF SANTAQUIN CITY**

DATE: _____, 20__.

DANIEL M. OLSON, Chair

ATTEST:

Amalie R. Ottley, Secretary

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this ____ day of _____, 20__, personally appeared before me, Daniel M. Olson who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.

Notary Public _____

BUYER:

HYVE HOMES, INC, a Utah corporation

By: _____
_____, its _____,
(Title) (Position)

DATE: _____, 20__.

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this ____ day of _____, 20__, personally appeared before me,
_____ who, after being duly sworn, acknowledged to me that he is authorized to
execute this document and who executed the same.

Notary Public _____

ASSIGNEE:

K&S CAPITAL, LLC, a Utah corporation

By: _____
_____, its _____,
(Title) (Position)

DATE: _____, 20__.

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this ____ day of _____, 20__, personally appeared before me,
_____ who, after being duly sworn, acknowledged to me that he is authorized to
execute this document and who executed the same.

Notary Public _____

**(ADDITION TO PURCHASE AGREEMENT AS EXHIBIT D)
BUILDING TYPE AND ARCHITECTURAL STYLE**

**EXHIBIT A
(PURCHASE AGREEMENT)**