

**ADDENDUM #2 (TWO) TO THE
REAL PROPERTY PURCHASE AGREEMENT BETWEEN THE COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY, AND
SANTAQUIN PEAKS, LLC**

This **Addendum #2 (TWO)** to the **REAL PROPERTY PURCHASE AGREEMENT** is made and entered into as of April __, 2024, by the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”) and **SANTAQUIN PEAKS, LLC.**, a Utah Limited Liability Company of the state of Utah (“Buyer”). Seller and Buyer are herein sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties entered into that certain Purchase and Sale Agreement dated as of November 9, 2023 (the “**Purchase Agreement**”), a copy of which is attached hereto as Exhibit A, regarding the purchase and sale of approximately 5.35 acres of real property located within the City of Santaquin, Utah (the “**Property**”), more particularly described in the Purchase Agreement; and

WHEREAS, on March 5, 2024, the Parties entered into an Agreement to Amend the Purchase Agreement (“**Amendment #1**”) to that Purchase Agreement; and

WHEREAS, the Parties now desire to amend the agreement further 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 #2 (Two) to the Real Property Purchase Agreement as follows:

1. Section **4b; Delivery of Deposit**. The second sentence of Section 4b is amended to read: “Unless Buyer exercises said right to cancel on or before 180 days from execution date, the remainder of the Deposit shall become non-refundable and shall be delivered to Seller.” Therefore, the non-refundable deadline for the remainder of the Deposit shall be May 7, 2024.
2. Section **5; Closing**, The Closing date of 180 days from the execution date of November 9, 2023 is changed to 240 days. Therefore, Closing shall occur on or before July 6, 2024.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Addendum # 2 (Two) 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:

Santaquin Peaks, 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 _____

EXHIBIT A
(PURCHASE AGREEMENT)