

SELLER-CARRIED TRANSACTION ADDENDUM

1	Buyer(s) _____
2	Seller(s) _____
3	Property Address or Tax ID# _____
4	_____ (the "Property")

5 This Seller-Carried Transaction Addendum (this "Addendum") is to be entered into concurrently with the OREF C-501 – Commercial Real Estate Sale
6 Agreement.

7 **1. SELLER-FINANCING CONTINGENCY:** Buyer will, within ____ Days (three [3] if not filled in) of the date this Addendum is Signed and Delivered,
8 Deliver to Seller Buyer's most recent personal and (if applicable) corporate financial information, credit reports, tax returns, and other information
9 available to Buyer that Seller reasonably requests ("Buyer's Financials"). Following Buyer's Delivery of Buyer's Financials, Seller may, within ____
10 Days (ten [10] if not filled in), terminate the Sale Agreement and refund all Deposits paid by Buyer if Seller is not satisfied, in Seller's sole discretion,
11 with Buyer's creditworthiness.

12 **2. SELLER-FINANCING DOCUMENTS:** If Seller does not terminate this transaction as provided in Section 1, Seller will, at Seller's sole expense,
13 Deliver the following documents to Buyer (the "Seller-Financing Documents"): (*select one*)

- 14 (a) Promissory Note and Trust Deed;
- 15 (b) Contract of Sale (also known as a Land Sale Contract) and Memorandum of Contract of Sale; or
- 16 (c) Other (*describe*) _____

17 Seller will Deliver the Seller-Financing Documents to Buyer at least ____ Days (thirty [30] if not filled in) before the Closing Deadline. If the Parties
18 do not approve the Seller-Financing Documents at least ____ Days (five [5] if not filled in) before the Closing Deadline, the Sale Agreement will
19 terminate and all Deposits will be promptly returned to Buyer. If the Parties approve the Seller-Financing Documents, the Parties will sign and Deliver
20 them at Closing.

21 **3. SPECIFIC TERMS:** The following terms will be inserted into and become part of the Seller-Financing Documents:

- 22 (a) Remaining balance of the Purchase Price: \$ _____ (see the "Financing" Section of the Sale Agreement)
- 23 (b) Interest Rate: (*select one*) fixed at ____% per annum; or variable at ____% over the: (*select one*) LIBOR WSJ U.S. Prime
24 Rate Other rate (*specify*) _____, each as published ____ Days (ten [10] if not filled in) before the
25 Closing Deadline.
- 26 (c) Payable in monthly installments of principal and interest, the first of which will be paid on the _____ Day of the second
27 (2nd) month following the Closing Deadline, with subsequent payments made on the same Day of each subsequent month.
- 28 (d) Monthly payments of \$ _____ (*select one*) until paid in full with a balloon payment at the end of the _____ year.
- 29 (e) Prepayment penalty (*select one*) none (*specify*) _____.
- 30 (f) The Parties (*select one*) will will not establish a collection escrow. If the Parties will establish a collection escrow, all set up fees,
31 installment fees, and close-out fees will be paid by (*select one*) Buyer Seller Buyer and Seller equally.

32 **4. REPRESENTATIONS:**

- 33 (a) Buyer represents and warrants to Seller that the Property is being acquired for business or investment purposes.
- 34 (b) Buyer and Seller each represent and warrant that: (i) they have had an opportunity to receive financial and legal advice about the terms of
35 this transaction, and (ii) they understand that seller-carried financing may involve complicated legal issues and documentation, real estate
36 agents cannot give legal advice, and they should obtain legal advice before entering into this transaction.

37 **5. ADDITIONAL TERMS:** (*describe*) _____

38 _____
39 _____ See Addendum _____

40 Buyer _____ Print _____ Date _____ a.m. p.m. ←

41 Buyer _____ Print _____ Date _____ a.m. p.m. ←

42 Seller _____ Print _____ Date _____ a.m. p.m. ←

43 Seller _____ Print _____ Date _____ a.m. p.m. ←

44 Buyer's Agent(s) _____ Seller's Agent(s) _____