

ADDENDUM B

This Addendum B is executed concurrently with an Agreement to Purchase Real Estate by and between Janson Investment Company (“Seller”) and the undersigned Buyer(s) (collectively, “Buyer”) in connection with a public auction conducted on November 20, 2012 (such Agreement to Purchase and all related exhibits and addenda being hereafter referred to collectively as the “Purchase Agreement”).

1. Buyer’s Acknowledgment of Potential Tax Consequences. Buyer acknowledges and understands that, under current federal income tax laws, Seller will incur significant additional tax costs if the closing occurs after December 31, 2012. Furthermore, if this transaction fails to close, it will be difficult, if not impossible, to close prior to December 31, 2012 on any re-sale of the Property.
2. Contract Closing Period. Buyer is expected to close this transaction within the time specified in the Purchase Agreement (i.e., *on or before December 20, 2012*, or as soon as possible thereafter when the Final Title Commitment and Seller’s closing documents have been completed, *but in no event later than December 31, 2012*).
3. Default or Delay of Buyer. **If this transaction fails to close in 2012 due to Buyer’s breach or default, Buyer shall pay the Tax Equalization Amount, as provided below, in addition to any Earnest Money or other sums due or recoverable under the terms of the Purchase Agreement;** *provided, however*, if this transaction subsequently closes after 2012 (whether by reason of an accommodation or agreement of Seller, an action or threat of action by Seller for specific performance, or otherwise), the Tax Equalization Amount shall be added to the purchase price.
4. Tax Equalization Amount. The “Tax Equalization Amount” is the estimated additional amount, as reasonably calculated by Seller’s CPA, that Seller would need to receive from a post-2012 closing of this transaction in order to realize the same amount, net of federal income taxes, that would have been realized by Seller from a closing of this transaction in 2012, net of federal income taxes. (If Seller is a pass-through entity, all pass-through taxes attributable to this transaction, or that would have been attributable to a closing of this transaction in 2012, shall be treated as having been incurred by Seller for purposes of this Addendum B.)

<p>Notice to Buyer: This Addendum B could result in significant additional cost to you if you or your lender are unable to close in a timely manner. If you are obtaining a loan, you should take all steps to ensure that the funds are available as soon as possible.</p>
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BUYER(S):

SELLER:

JANSON INVESTMENT COMPANY
By:
