

**ADDENDUM No. \_\_\_\_**

\_\_\_\_\_ (“Buyer”) and \_\_\_\_\_ (“Seller”) have entered into a contract dated \_\_\_\_\_, 20\_\_\_\_, for the purchase and sale of certain assets (“P&S Agreement”).

NOW, THEREFORE, in consideration of the assets and the sum set forth in the P&S Agreement, Buyer agrees to cooperate with Seller’s desire to bargain for and receive periodic payments.

The parties hereby agree that the purchase price will be paid, as follows:

1. Cash payment due at the time of closing: \$\_\_\_\_\_.
2. Future periodic payments made according to the schedule attached hereto as Exhibit A to Addendum No. \_\_\_\_ (“Periodic Payments”).

Buyer may assign its obligation to make Periodic Payments to a third-party assignment company, MetLife Assignment Company, Inc. (“Assignee”). If such an assignment is made, the Buyer shall pay the full cost of the future Periodic Payments to the Assignee. The Assignee shall purchase an annuity from Metropolitan Tower Life Insurance Company (“Insurer”), a wholly-owned subsidiary of MetLife, Inc., to fund the payment obligation. With respect to all future obligations concerning assigned Periodic Payments, although Buyer remains indebted to Seller for future Periodic Payments, Seller agrees to first look to the Assignee and to not seek payments from the Buyer unless and until the Assignee is in default of its Periodic Payments obligations.

This addendum is intended to be interpreted such that any Periodic Payments assigned to Assignee qualify for installment sale treatment under Internal Revenue Code Section 453.

The cost to the Buyer of the future Periodic Payments portion of this transaction is \$\_\_\_\_\_, no part of which may be paid directly to the Seller.

In the event that an assignment is made, Buyer and Seller agree that the Assignee shall only be responsible for assuming the payment obligations, purchasing an annuity from Insurer, and ensuring that Periodic Payments are made pursuant to the terms of the assignment agreement. Buyer and Seller agree that Assignee will not be held liable for any action related to the items or assets that have been conveyed from the Seller to the Buyer under the P&S Agreement.

Buyer and Seller also agree that Insurer shall only be held responsible for tendering Periodic Payments pursuant to the terms of the assignment agreement. Buyer and Seller agree that Insurer will not be held liable for any action related to the items or assets that have been conveyed from the Seller to the Buyer under the P&S Agreement.

Buyer and Seller agree to indemnify and hold harmless the Assignee and Insurer, their parents, affiliates, predecessors, successors and assigns, and their respective past and present officers, directors, employees, agents, and attorneys whether as individuals or in their official capacity, from all obligations, claims, complaints, costs, expenses, losses, judgments, damage amounts, debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, attorney’s fees, and all claims and liabilities of every nature, including any and all claims relating to the items or assets that have been conveyed under the P&S Agreement, other than Assignee and Insurer’s obligations to tender Periodic Payments.

This addendum is made, entered into and effective as of the date of the P&S Agreement.

Buyer: _____	Seller: _____
By: _____	By: _____
Title: _____	Title: _____

**Exhibit A to Addendum No. \_\_\_\_\_**  
Description of Periodic Payments \_\_\_\_\_

**Initials**

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_