

ADDENDUM TO PURCHASE CONTRACT

THIS ADDENDUM TO PURCHASE CONTRACT ("ADDENDUM") is made and entered into as of the last date written below, by and between Larry Buss and Bunita Buss, husband and wife ("SELLER"), and the Airport Authority of the City of Blair/City of Blair, Nebraska ("PURCHASER")

WHEREAS, the PURCHASER and SELLER have previously entered into a PURCHASE CONTRACT ("CONTRACT") dated March 3rd, 2025, outlining the terms and conditions for the purchase of real estate located in Washington County, Nebraska consisting of all or portions of Lots 16 through 26 and 29 through 32, Midway Estates Subdivision, a platted and recorded addition in the Southwest Quarter of Section 24, Township 17 North, Range 11 East of the 6th P.M., Washington County, Nebraska; and

WHEREAS, in the CONTRACT, the PURCHASER and SELLER agreed that in the event that PURCHASER cancelled the CONTRACT that SELLER would receive the full Earnest Deposit in the amount of Twenty Thousand Dollars (\$20,000.00); and

WHEREAS, the PURCHASER and SELLER have had further discussions and have agreed to amend Section 15 of the CONTRACT; and

WHEREAS, the SELLER has agreed to amend the CONTRACT to allow for the Earnest Deposit to be divided between PURCHASER and SELLER in the event that PURCHASER cancels the CONTRACT according to Section 15; and

WHEREAS, the PURCHASER has agreed to this amendment.

NOW THEREFORE, the PURCHASER and SELLER, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

The second paragraph of Section 15 of the CONTRACT shall be amended to read:
"Accordingly, if prior to Closing the PURCHASER's FAA Grant is formally cancelled or stopped, or if PURCHASER is formally notified that the FAA Grant will not be approved and/or will not be allowed to proceed, then PURCHASER shall have the right to cancel this CONTRACT. Upon cancellation by the PURCHASER under this Section 15, the Title Company shall be required to remit Ten Thousand Dollars (\$10,000.00) of the Earnest Deposit to SELLER as liquidated damages and Ten Thousand Dollars (\$10,000.00) of the Earnest Deposit shall be remitted to PURCHASER."

General Provisions

1. This ADDENDUM embodies the entire understanding and agreement between the Parties with respect to the subject matter hereof and replaces and supersedes any and all other agreements, whether in writing or otherwise, governing the subject matter herein. This ADDENDUM may be amended or modified only by written documents duly authorized, executed, and delivered by SELLER and PURCHASER.

2. This ADDENDUM may be executed in counterparts. Facsimile, digitally transmitted, or copied signatures shall be deemed originals.
3. This ADDENDUM shall be governed and interpreted by the laws of the State of Nebraska.
4. Except as expressly amended by this ADDENDUM, all other terms and condition of the CONTRACT shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this ADDENDUM for the limited purpose of amending Section 15 of the CONTRACT.

SELLER

By: _____
Larry Buss
2561 Nodaway Lane
Logan, IA 51546

SELLER

By: _____
Bunita Buss
2561 Nodaway Lane
Logan, IA 51546

**The Airport Authority of the City of Blair/City of
Blair, Nebraska
PURCHASER**

By: _____
Dave Johnson
Board Chairman for the Airport Authority
of the City of Blair, NE
218 South 16th Street
Blair, NE 68008