

ADDENDUM TO CONTRACT OF SALE

WHEREAS, CONVENT OF ST. DOMINIC, an Oregon corporation, hereinafter referred to as Seller, and HEALTH RESEARCH FOUNDATION, INC., hereinafter referred to as Buyer, have heretofore entered into a Contract of Sale covering certain real and personal property dated January 4, 1973, hereinafter referred to as Contract; and

WHEREAS, Buyer is in default on payments of principal and interest required under said Contract and the parties have agreed to a modification of the Contract as hereinafter set forth.

THEREFORE, in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the parties agree as follows:

1. There is presently due and owing to Seller from Buyer for principal and interest due under the Contract as of February 15, 1975, the sum of \$986,492.36. By reason of Buyer's default, Seller has incurred costs in the amount of \$1,550.00, which expense will be borne by Buyers and added to the principal balance of the Contract. The parties agree that there is due and owing to Seller from Buyer as of February 15, 1975, the sum of \$988,042.36, which sum shall become the principal balance due as of February 15, 1975.

2. The principal balance due shall bear interest at the rate of 9% per annum from February 15, 1975 until paid and shall be paid as follows:

A. Commencing March 15, 1975 and on the 15th day of each month thereafter, through and including February 15, 1976, the sum of \$7,500 per month.

B. Commencing March 15, 1976 and on the 15th day of each month thereafter, through and including

February 15, 1977, the sum of \$7,800 per month.

C. In the event the sums paid pursuant to Paragraphs A and B shall not have been sufficient to pay all interest due, on March 15, 1977, such payment, if any, as will bring interest current to March 15, 1977.

D. Commencing March 15, 1977 and on the 15th day of each month thereafter, such monthly payment as is necessary to amortize the then principal balance over a 25-year period, said payment to include interest at the rate of 9% per annum.

E. Notwithstanding the provisions of Paragraph D above, the total principal balance then owing and any unpaid interest shall be due and payable on February 15, 1986.

F. All payments shall be made payable to Convent of St. Dominic, c/o Garr M. King, Attorney at Law, 1402 Standard Plaza, Portland, Oregon 97204.

3. Buyer agrees that it will not, without the prior written approval of Seller, transfer, sell, lease or otherwise dispose of any portion of the real property or personal property which is the subject of the Contract. In the event of transfer, sale, lease or other disposition of any of said property, including appropriation by any public or private corporation under the laws of eminent domain, all proceeds from same shall be paid to Seller to apply first to interest due and then to the principal balance. All such payments made shall be in addition to and not in lieu of the payments required in Paragraph 2 above.

4. Buyer agrees that this Contract shall not be assignable and in the event of a sale of the premises, the unpaid principal balance shall automatically become due and payable.

5. All provisions of the Contract between the parties dated January 4, 1973, shall remain in full force and effect except insofar as they may be inconsistent with the provisions of this Addendum, in which event, the provisions of this Addendum shall control. In the event of a failure on the part of Buyer to comply with the provisions herein for payment Seller may invoke the provisions of Paragraph 13 of the Contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 20th day of March, 1975.

CONVENT OF ST. DOMINIC

By *Lucrecia Rosillo Cardo* SELLER

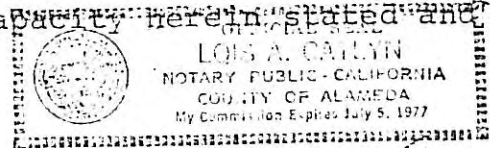
HEALTH RESEARCH FOUNDATION, INC.

By *Daniel E. Wilson D.C.* BUYER

STATE OF CALIFORNIA)
County of *Alameda*)

ss. *April 1, 1975*
Date

Before me personally appeared *Lucrecia Rosillo Cardo* known to me to be the *President* of CONVENT OF ST. DOMINIC, and acknowledged the foregoing instrument to be her voluntary act and deed in the capacity herein stated and on behalf of the Convent of St. Dominic.



Lois A. Cullin
Notary Public for California
My commission expires:

STATE OF OREGON)
County of Multnomah)

ss. *MARCH 20, 1975*
Date

Before me personally appeared DANIEL E. WILSON, D.C., known to me to be the Vice President of HEALTH RESEARCH FOUNDATION, INC., and acknowledged the foregoing instrument to be his voluntary act and deed in the capacity herein stated and on behalf of Health Research Foundation, Inc.

Michael Moore
Notary Public for Oregon
My commission expires: *JANUARY 1, 1979*

CERTIFIED A TRUE COPY OF THE ORIGINAL
Garr M. King
Garr M. King, Attorney for Convent of St. Dominic