

**SUBJECT TO SALE OF BUYER'S PROPERTY
ADDENDUM NO. _____
TO
REAL ESTATE PURCHASE CONTRACT**

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THIS IS AN **ADDENDUM** **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of _____, including all prior addenda and counteroffers, between _____ as Buyer, and _____ as Seller, regarding the Property located at _____.

The terms of this Addendum are hereby incorporated as part of the REPC, and to the extent the terms of this Addendum modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control.

1. SUBJECT TO SALE CONDITION. Buyer's obligation to purchase the Property IS CONDITIONED upon the closing of the sale of Buyer's property located at: _____ ("Buyer's Property"). This condition is referred to below as the "Subject to Sale of Buyer's Property Condition".

A. Buyer's Right to Cancel Before the Due Diligence Deadline or Financing & Appraisal Deadline, Whichever is Later. Buyer may cancel, in Buyer's sole discretion, if the Buyer has not closed on the sale of Buyer's Property by providing written notice to Seller no later than the Due Diligence Deadline referenced in Section 24(b) or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later; whereupon the Earnest Money Deposit shall be released to Buyer without further written authorization from Seller.

B. Buyer's Right to Cancel After the Due Diligence Deadline or Financing & Appraisal Deadline, Whichever is Later. If Buyer does not cancel the REPC by the Due Diligence Deadline or the Finance & Appraisal Deadline, whichever is later, and has not closed on the sale of Buyer's Property, then Buyer may cancel the REPC on or prior to the Settlement Deadline by providing written notice to Seller; whereupon the Earnest Money Deposit, or Deposits, shall be released to Seller without further written authorization from Buyer. Seller agrees to accept, as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages.

2. BUYER'S PROPERTY LISTING REQUIREMENT:

A. Buyer's Property **IS** or **IS NOT** currently listed on a Multiple Listing Service for sale through a real estate brokerage. In the event Buyer's Property IS NOT currently listed for sale through a real estate brokerage, Buyer agrees the Property **WILL BE** listed on a Multiple Listing Service within 7 days of Acceptance.

B. The name of the listing agent is/will be: _____ and the name of the real estate brokerage is/will be _____.

3. BUYER'S PROPERTY CONTRACT STATUS (Check Applicable Box): Buyer's Property **IS** **IS NOT** currently under contract with a purchaser.

ALL OTHER TERMS of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM/COUNTEROFFER shall remain the same. **Seller** **Buyer** shall have until _____ **AM** **PM** Mountain Time on _____ (Date), to accept the terms of this ADDENDUM/COUNTEROFFER in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM/COUNTEROFFER shall lapse.

 Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE: **Seller** **Buyer** hereby accepts the terms of this ADDENDUM/COUNTEROFFER.

COUNTEROFFER: **Seller** **Buyer** presents as a counteroffer the terms of attached ADDENDUM/COUNTEROFFER NO. _____.

REJECTION: **Seller** **Buyer** rejects the foregoing ADDENDUM/COUNTEROFFER.

 Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)