

**SUBJECT TO SELLER SECURING REPLACEMENT  
PROPERTY ADDENDUM NO. \_\_\_\_\_  
TO  
REAL ESTATE PURCHASE CONTRACT**

**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 "Property"). 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 SELLER SECURING REPLACEMENT PROPERTY**

- A. Subject to Seller Securing Replacement Property.** Seller's obligation to sell the Property is conditioned (the "Subject to Seller Securing Replacement Property Condition") upon Seller entering into a contract to purchase/lease a replacement property (the "Replacement Property") and being satisfied with the Replacement Property's physical condition, appraised value and/or financing conditions by 5:00 P.M. on \_\_\_\_\_ (the "Replacement Property Deadline"). Seller, in Seller's sole discretion, may remove the Subject to Seller Securing Replacement Property Condition at any time prior to the Replacement Property Deadline by providing written notice to Buyer.
- B. Seller's Right to Cancel.** If Seller, in Seller's sole discretion, is not satisfied with the Replacement Property or has not secured a Replacement Property, then Seller may cancel the REPC by providing Buyer with written notice no later than the Replacement Property Deadline, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization by Seller.
- C. Failure to Cancel.** If Seller fails to cancel the REPC by the Replacement Property Deadline, then Seller shall be deemed to have waived the Subject to Seller Securing Replacement Property Condition.

**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 \_\_\_\_  **A.M**  **P.M.** Mountain Time \_\_\_\_\_ (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 the ADDENDUM/COUNTEROFFER shall lapse.

\_\_\_\_\_  
 Buyer  Seller Signature      Date                      Time

\_\_\_\_\_  
 Buyer  Seller Signature      Date                      Time

**ACCEPTANCE/COUNTEROFFER/REJECTION**

**CHECK ONE:**

- ACCEPTANCE** of ADDENDUM/COUNTEROFFER:  Seller  Buyer hereby accepts the terms of this ADDENDUM/COUNTEROFFER
- COUNTER OFFER:**  Seller  Buyer presents as a counteroffer the terms of attached Counteroffer No. \_\_\_\_\_
- REJECTION:**  Seller  Buyer rejects the foregoing ADDENDUM/COUNTEROFFER

\_\_\_\_\_  
 Buyer  Seller Signature      Date                      Time

\_\_\_\_\_  
 Buyer  Seller Signature      Date                      Time

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