



ADDENDUM/COUNTEROFFER NO. _____ TO PURCHASE AGREEMENT

ADDENDUM [] COUNTEROFFER [] to that PURCHASE AND SALE AGREEMENT FOR COMMERCIAL REAL ESTATE (the "PSA") with a Reference Date of _____, 20____, including all other Addenda and Counteroffers thereto, between Buyer and Seller (as described in the Fundamental Terms) pertaining to the following Property:

The following terms constitute an addendum (the "Addendum") to the specified terms in the PSA or identified Addendum.

To the extent the provisions of this Addendum/Counteroffer modify or conflict with any provisions of the PSA or any other prior Addenda or Counteroffer, the provisions of this Addendum/Counteroffer shall control. All other provisions of the PSA and all other Addenda and Counteroffers not modified by this Addendum/Counteroffer shall remain in full force and effect; provided, however, that to the extent the provisions of any Addendum conflict with the provisions of any other Addendum, the Addendum most recently executed by all of the parties will control.

Buyer or Seller, as applicable, shall have until 5:00 P.M. Mountain Time on _____ to accept or reject, and deliver, this Addendum.

(Signature of Authorized Signer) (Print Name of Authorized Signer) (Date)

(Signature of Authorized Signer) (Print Name of Authorized Signer) (Date)

ACCEPT / REJECTION / COUNTER OFFER

CHECK ONE

ACCEPTANCE: Seller Buyer ACCEPTS the foregoing ADDENDUM.

COUNTER OFFER: Seller Buyer presents as a COUNTER OFFER the terms of attached Addendum No. _____.

REJECTION: Seller Buyer REJECTS the foregoing ADDENDUM.

(Signature of Authorized Signer) (Print Name of Authorized Signer) (Date)

(Signature of Authorized Signer) (Print Name of Authorized Signer) (Date)

Seller's Initials _____ Date _____

Buyer's Initials _____ Date _____