

BACK – UP CONTRACT ADDENDUM

PROPERTY ADDRESS

DATE

The parties to the attached Purchase Agreement acknowledge that the Seller has already accepted and entered into a Purchase Agreement to sell the above referenced property to another party.

It is therefore agreed that the Purchase Agreement attached hereto (the “Back-up Agreement”) shall not become effective or binding upon the parties hereto unless and until the prior Purchase Agreement has been cancelled by written mutual agreement or has expired and become null and void according to its stated terms and conditions. Further, this Back-up Agreement shall immediately become null and void if the sale which is the subject of the prior Purchase Agreement is completed.

Additionally, the parties hereto acknowledge and agree that, until the Buyer is notified in writing that this Back-up Agreement has become the primary Purchase Agreement, Buyer shall have the right to continue looking for alternate housing. Further, Buyer shall have the right to withdraw from this Back-up Agreement and declare same null and void at anytime without penalty as long as Buyer notifies Seller of such withdrawal in writing prior to the receipt of written notification from the Seller that this Back-up Agreement has become the primary Purchase Agreement. All parties understand and agree that this Back-up Agreement shall not prohibit Seller from negotiating terms and conditions regarding the primary Purchase Agreement if such negotiations become necessary in order to close that transaction.

BUYER(S):

Signature Date

Printed Name

Signature Date

Printed Name

SELLER(S):

Signature Date

Printed Name

Signature Date

Printed Name