

BACKUP CONTRACT ADDENDUM

This Contract, if accepted by all Parties, shall be a Back Up (Non-Primary) Contract. This Contract is contingent upon all presently pending contracts not being enforceable and no lawsuits resulting. If any presently pending contracts close or this Contract does not become the Primary Pending Contract by _____ EST on _____, this Contract will be null and void with no action required by either Party. Any Back Up Contract shall become the Primary Contract when its earliest date of fully negotiated terms is the earliest date of all pending contracts and all previously dated contracts have become null and void, unenforceable or released. The date this Contract is Primary and Parties have Notice is the Back Up/Primary Effective Date. **Seller will provide Buyer Notice that they are the primary contract using SCR Form 546.** If this Contract becomes the Primary Contract, the Parties agree that Closing Date shall be adjusted or computed by adding _____ Calendar Days to the Back Up/Primary Effective Date.

This contract if accepted by all Parties creates a binding contract on both parties. If either party wishes to terminate this agreement prior to the deadline above they should consult with their attorney.

Parties are advised that any contingencies including Due Diligence in the contract begin upon ratification of this offer.

EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at _____ AM. PM on _____, _____ unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties.

BUYER: _____ Date: _____ Time: _____

BUYER: _____ Date: _____ Time: _____

_____ Date: _____ Time: _____

_____ Date: _____ Time: _____

SELLER: _____ Date: _____ Time: _____

SELLER: _____ Date: _____ Time: _____

_____ Date: _____ Time: _____

_____ Date: _____ Time: _____

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