

ALLIANCE

**ADDENDUM TO CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE
(BACK-UP)**

1 _____ Buyer(s)
2 and _____ Seller(s) entered into that certain Contract
3 for Purchase and Sale of Real Estate dated _____ (the "Back-up Contract") for the
4 property commonly known as _____ and legally
5 described as _____ (the "Property").

6 The following items are incorporated and made a part of the Back-up Contract:

7 The Back-up Contract is contingent on the termination of that certain Contract for Purchase and Sale of Real
8 Estate for the Property which Seller entered into with a different buyer (the "First Contract"). Except for any
9 Earnest Money which must be paid as provided in the Back-up Contract, neither party is required to perform
10 under the Back-up Contract during such time that it is contingent upon the termination of the First Contract.

11 Seller may modify or amend the terms of the First Contract in Seller's sole discretion. Seller shall deliver
12 written notice to Buyer that the First Contract has been terminated (the "Termination Notice") on or before
13 three (3) business days after the First Contract has been terminated and the Effective Date of the Back-up
14 Contract shall be amended to be the date of Buyer's receipt of the Termination Notice.

15 Buyer may terminate the Back-up Contract by written notice to Seller at any time prior to Buyer's receipt of
16 the Termination Notice and the Earnest Money shall be refunded to Buyer. Buyer's right to terminate the
17 Back-up Contract after receipt of the Termination Notice shall be governed by the terms of the Back-up
18 Contract.

19 Except as otherwise defined in this Addendum, terms defined in the Back-up Contract and used herein shall
20 have the meaning assigned to them in the Back-up Contract.

21 Except as modified herein, the terms and conditions in the Back-up Contract remain in full force and effect. If
22 any of the terms or provisions of the Back-up Contract conflict with the provisions of this Addendum, the
23 provisions of this Addendum shall control.

24 Signatures to this Addendum may be transmitted by electronic mail (such as a PDF) and signed in counterpart,
25 on separate pages, which may then be assembled as the complete agreement of the parties.

26 _____
27 Buyer Date Seller Date

28 _____
29 Buyer Date Seller Date

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