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Other Offers; Right of First Refusal. Buyer and Seller acknowledge that the Seller's Agent is required by the Multiple Listing Service to place the property in "Contingent" status after the Purchase Agreement is executed, while the transaction is subject to Lender Approval. The Parties understand that additional offers may be received by the Seller's Agent, which must be presented to the Seller pursuant to Nevada law. If Seller receives a bona fide written offer from a third party for the purchase of the Property, which offer Seller is willing to accept, Seller will give Buyer written notice thereof, including the material financial terms and conditions. Buyer shall have the right for 3 business days after receipt of such notice to meet the price and terms as contained in the third party's offer. To exercise this right, Buyer shall provide a written addendum including the new price and terms, as well as a preapproval letter for the new Purchase Price. If Buyer fails to exercise this right within the time specified, Seller reserves the right to terminate this Agreement and to accept the third party's offer and forward it to Lender for review.

7. Buyer's Right to Cancel. Buyer may cancel the Purchase Agreement for any reason and without penalty any time after 45 60 90 _____ days from Acceptance if Lender Approval has not been received. Upon Buyer's cancellation, Seller agrees to execute cancellation instructions with ESCROW HOLDER and return EMD to Buyer.

8. Foreclosure. Seller warrants that, at the time of the Purchase Agreement, a Notice of Default and Election to Sell has not -OR- has (date: _____) been recorded against the Property. (Information regarding the foreclosure status of a property is available from the County Recorder where the Property is located.) The Parties understand that the recording of a Notice of Default begins a statutory foreclosure period, which lasts a minimum of three (3) months and twenty (20) days. Buyer and Seller understand that if COE does not occur before a foreclosure sale of the Property, Seller will lose all rights and interest in the Property and the Purchase Agreement shall be void and escrow shall be cancelled. In such event, ESCROW HOLDER is instructed to return EMD to Buyer without any further instruction from the Parties. The Parties agree to forever release and relieve ESCROW HOLDER from any and all responsibility, liability, costs and/or litigation for the return of the EMD under these conditions.

9. Tax Consequences and Advice. Seller agrees to seek advice from an attorney, a certified public accountant or other professional regarding the credit, legal and tax consequences of a short sale.

10. Unfulfilled Contingency. If the Lender rejects the short sale, Seller will promptly notify Buyer of the rejection and the Purchase Agreement shall be void due to the unfulfilled contingency and escrow shall be cancelled. In such event, ESCROW HOLDER is instructed to return EMD to Buyer without any further instruction from the Parties. The Parties agree to forever release and relieve ESCROW HOLDER from any and all responsibility, liability, costs and/or litigation for the return of the EMD under these conditions.

11. Other Terms and Conditions: _____

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

7
8 All other terms of the Purchase Agreement, including all prior counteroffers and addenda not modified
9 by this Addendum shall remain the same. To the extent that any terms of this Addendum are in conflict
10 with the Purchase Agreement, this Addendum will control. **WHEN PROPERLY COMPLETED,**
11 **THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS**
12 **CONTENTS, SEEK COMPETENT LEGAL AND TAX COUNSEL BEFORE SIGNING.**

13
14
15 Buyer Seller _____ Date _____

16
17
18 Buyer Seller _____ Time _____

19 **Acceptance:**

20
21
22
23 Buyer Seller _____ Date _____

24
25
26 Buyer Seller _____ Time _____

27
28 Prepared by: _____ Phone _____
29 Agent's Name