



CONTINGENCY FOR SALE OR PURCHASE OF OTHER PROPERTY

(C.A.R. Form COP, Revised 10/03)

This is an addendum to the [] California Residential Purchase Agreement, [] Counter Offer, [] Other [] on property known as [] ("Agreement"), dated [] ("Seller's Property"), between [] ("Buyer") and [] ("Seller").

SAMPLE

A. [] (If checked) SALE OF BUYER'S PROPERTY:

- 1. (a) The Agreement is contingent on the close of escrow of Buyer's property, described as: [] ("Buyer's Property"). (b) If Buyer's Property does not close escrow by the earliest of: (i) the scheduled close of escrow of Seller's Property; (ii) the date specified in paragraph A3; or (iii) Other [] [], then either Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), or Buyer may cancel the Agreement in writing. 2. [] (If checked) Buyer's Property is not now in escrow and (check boxes as applicable): (a) [] is not yet listed for sale. (b) [] is listed for sale with [] company and is offered for sale in the [] MLS, # []. (c) Buyer shall, within 17 (or []) Days After Acceptance, provide Seller with Copies of the contract, escrow instructions and all related documents ("Escrow Evidence") for the sale of Buyer's Property showing that Buyer's Property has entered escrow. 3. [] (If checked) Buyer's Property is in escrow with [] escrow holder, (escrow # []) scheduled to close escrow on [] (date). Buyer shall, within 5 Days After Acceptance, deliver to Seller Escrow Evidence that Buyer's Property is in escrow. 4. If Buyer fails to provide to Seller Escrow Evidence within the time specified in A2(c) or A3, Seller, after first giving Buyer a Notice to Buyer to Perform, may cancel the Agreement in writing. 5. If Buyer's Property is in or enters escrow, Buyer shall give Seller written notice if either party to that escrow gives notice to the other of intent to cancel. In such event, either Buyer or Seller may cancel the Agreement in writing. 6. After Acceptance, Seller shall have the right to continue to offer the Property for sale: (a) Removal of Sale and Loan Contingency: If Seller accepts another written offer, Seller shall give written notice to Buyer to, in writing: (i) remove this contingency; (ii) remove the loan contingency, if any; (iii) provide verification of sufficient funds to close escrow without the sale of Buyer's Property; and (iv) comply with the following additional requirement(s): []

If Buyer fails to complete these actions within 72 (or []) hours after receipt of such notice, Seller may immediately cancel the Agreement in writing.

- OR (b) [] (If checked) Backup Offers Only: Seller shall have the right to continue to offer the Property for sale for backup offers only and shall not invoke the notice provisions in paragraph A6(a): (i) within the first 17 (or []) Days After Acceptance; or (ii) (if checked) [] during the term of the Agreement.

B. [] (If checked) SELLER'S PURCHASE OF REPLACEMENT PROPERTY:

- 1. The Agreement is contingent on Seller entering a contract to acquire replacement property. 2. Seller shall, within 17 (or []) Days After Acceptance, remove this contingency or cancel the Agreement. If Seller does not remove this contingency in writing within that time, Buyer, after giving Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel the Agreement in writing. 3. (a) Time periods in the Agreement for inspections, contingencies, covenants and other obligations shall begin: (i) as specified in the Agreement; (ii) (if checked) [] the day after Seller delivers to Buyer a written notice removing this contingency; or (iii) (if checked) [] Other []. (b) Buyer and Seller agree that Seller may, by providing Buyer written notice at the time Seller removes this contingency, extend the Close Of Escrow date for a maximum of [] additional Days or until [] (date). 4. Even after the expiration of the time specified in B2, Seller retains, until Buyer cancels pursuant to B2, the right to remove in writing this contingency or cancel the Agreement. Once Buyer receives Seller's written removal of this contingency, Buyer may not cancel pursuant to B2.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a copy of this Addendum

Date [] Date [] Buyer [] Seller [] Buyer [] Seller []

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Reviewed by [] Date []

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