



CONTINGENCY FOR SALE OF BUYER'S PROPERTY (And Notice To Remove Contingencies) (C.A.R. Form COP, Revised 12/17)

This is an addendum to the Purchase Agreement, [] Other ("Agreement"), dated on property known as between and

SALE OF BUYER'S PROPERTY:

- 1. A. LENGTH OF CONTINGENCY: The Agreement is contingent on the close of escrow of Buyer's property, described as: by the earliest of: (i) the scheduled close of escrow of Seller's Property specified in the Agreement; (ii) the date specified in paragraph 3; or (iii) Other [] Buyer shall within 2 (or) Days After close of escrow of Buyer's Property, provide documentation of close to Seller. B. CONTINUATION OF CONTINGENCY: This contingency can only be removed in writing. Even if Buyer removes this contingency, unless Buyer also performs all actions pursuant to paragraph 8, Seller retains the right to cancel under paragraph 5. Once Buyer's Property closes, Buyer can no longer use this contingency to cancel the Agreement. 2. [] BUYER'S PROPERTY NOT IN ESCROW: Buyer's Property is not now in escrow and (check boxes as applicable): A. [] is [] is not yet listed for sale. If listed, Listing Broker is MLS, # B. Buyer has 17 (or) Days After Acceptance to enter into escrow for the sale of Buyer's Property. Buyer shall, within the time specified, provide Seller with Copies of the contract, escrow instructions and all related documents ("Escrow Evidence") showing that Buyer's Property has entered escrow. 3. [] BUYER'S PROPERTY IN ESCROW: Buyer's Property is in escrow and escrow is scheduled to close on (date). A. Escrow Holder is (escrow #). B. Buyer shall, within 5 Days After Acceptance, deliver to Seller Escrow Evidence that Buyer's Property is in escrow. 4. CANCELLATION OF BUYER'S PROPERTY: If Buyer's Property is in or enters escrow, and either party to that escrow gives notice to the other to cancel that contract, Buyer, within 2 (or) Days thereafter, shall give Seller written notice of that cancellation. 5. SELLER RIGHT TO CANCEL: Seller may cancel the Agreement in writing as follows: A. After first giving Buyer a Notice to Perform to provide documentation of close of Buyer's Property, if Buyer's Property does not close escrow by the time specified in paragraph 1, B. After first giving Buyer a Notice to Perform, if Buyer fails to provide Escrow Evidence within the time specified in paragraph 2(B) or 3(B), or C. If Buyer gives notice to Seller of either party's cancellation of contract for Buyer's Property, or D. If Buyer, after being given a notice to remove contingencies, fails to remove the contingencies specified in 8A. 6. BUYER RIGHT TO CANCEL: Buyer may cancel the Agreement in writing if, prior to Buyer's removal of the contingency for sale of Buyer's Property, (i) Buyer's Property does not close escrow by the time specified in paragraph 1, or (ii) the buyer for Buyer's Property gives notice to Buyer of intent to cancel the escrow for Buyer's Property. 7. A. TIME PERIODS: Time periods in the Agreement for inspections, contingencies, covenants, close of escrow, and other obligations shall begin as specified in the Agreement, or [] on the Day After Buyer Delivers to Seller any of the following: (i) Escrow Evidence for Buyer's Property, or (ii) Buyer's election in writing, signed by Buyer, to begin time periods, or (iii) Buyer's removal of this contingency for the sale of Buyer's Property. B. BUYER'S DEPOSIT: Buyer's deposit shall be delivered to escrow within the time specified in the Agreement, or [] within 3 business days After Buyer Delivers to Seller any of the following: (i) Escrow Evidence for Buyer's Property, or (ii) Buyer's election in writing, signed by Buyer, to begin time periods, or (iii) Buyer's removal of this contingency for the sale of Buyer's Property. 8. BACK UP OFFERS AND SELLER RIGHT TO HAVE BUYER REMOVE CONTINGENCIES OR CANCEL: After Acceptance, Seller shall have the right to continue to offer Seller's Property for sale for back-up offers. If Seller accepts a written back-up offer and provides Buyer a Copy of the signed, accepted back-up offer: A. Immediate Right to Notify Buyer to Remove Sale of Property Contingency: Seller shall have the right to immediately give written notice to Buyer to, in writing: (i) remove this contingency; (ii) remove the loan contingency, if any; and (iii) provide verification of sufficient funds to close escrow without the sale of Buyer's Property. If Buyer fails to complete these actions within 3 (or) Days After Delivery of such notice, Seller may then immediately cancel the Agreement in writing. B. OR [] (If checked) Delayed Right to Notify Buyer: Seller shall not invoke the notice provisions in paragraph 8A: (i) within the first 17 (or) Days After Acceptance; or (ii) (if checked) [] during the term of the Agreement.

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

Date Buyer Date Seller Buyer Seller

NOTICE TO REMOVE CONTINGENCIES: Seller hereby gives notice to Buyer to remove the contingencies and take the actions specified in paragraph 8A. (Note: Not to be delivered until the time specified in 8A or B.)

Seller Date Seller Date

(/) (Initials) CONFIRMATION OF RECEIPT: A Copy of this Signed Notice to Buyer to remove contingencies and take actions was personally received by Buyer or authorized agent on (date), at AM PM. Completion of this confirmation is not legally required. It is solely intended to evidence the date that confirmation or receipt has occurred.

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