



SHORT SALE ADDENDUM NO. _____
TO
REAL ESTATE PURCHASE CONTRACT

Participating in a Short Sale may have negative legal or tax consequences. If you desire specific legal or tax advice, consult your attorney or tax advisor.

THIS IS AN **ADDENDUM** **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of _____ 20_____, including all prior addenda and counteroffers, between _____, as Buyer, and _____ as Seller, regarding the Property located at _____ (the "Property"). The terms of this Addendum are hereby incorporated as part of the REPC, and to the extent the terms of this Addendum modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control.

1. ACKNOWLEDGMENT OF SHORT SALE. This transaction is commonly referred to as a "Short Sale" because the Purchase Price for the Property is less, or "short", of the amount(s) owed to individuals/entities that have a financial interest in the Property (the "Third Parties"). Under the terms of the REPC, the Third Parties are being requested to accept less than what is owed to them. Therefore, the REPC is subject to Third Party Approval as defined in Section 2 below. For purposes of this Addendum, the Third Parties may include, without limitation; institutional lenders, mortgage insurers, bankruptcy trustees, federal, state and local tax authorities, and private parties. The Third Parties will be identified on the Commitment for Title Insurance referenced in Section 7 of the REPC.

2. THIRD PARTY APPROVAL. Buyer and Seller agree that their respective obligations under the REPC are conditioned upon Third Party Approval as defined in this Section. For purposes of the REPC the term "Third Party Approval" shall mean that Buyer and Seller have received from the applicable Third Parties, written approval of either: (a) the terms and conditions contained in the REPC as originally submitted to the Third Parties; or (b) such other terms and conditions as requested by the Third Parties ("Third Party Modifications") mutually agreed to by Buyer and Seller on a separate addendum. The Third Party Modifications shall not be binding on Buyer or Seller without their mutual written consent, which consent may be withheld by Buyer and/or Seller in their sole discretion.

3. DELIVERY OF REPC TO THIRD PARTIES. No later than four (4) calendar days after Acceptance of the REPC by Buyer and Seller (as defined in Section 23 of the REPC) Seller agrees to submit the REPC to the applicable Third Parties, together with any additional documentation required by the Third Parties.

4. FAILURE TO OBTAIN THIRD PARTY APPROVAL. Seller and Buyer shall have until _____, 20____ ("Third Party Approval Deadline") to obtain Third Party Approval. If by the Third Party Approval Deadline, Third Party Approval has not been obtained the REPC shall automatically be deemed cancelled whereupon any Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

5. EARNEST MONEY DEPOSIT. Buyer agrees to deliver the Earnest Money Deposit to Buyer's Brokerage (check applicable box): as required in the first paragraph on page one of the REPC; no later than four (4) calendar days after Third Party Approval as defined in Section 2 above; or Other (specify) _____

6. SELLER'S RIGHT TO ACCEPT BACK-UP OFFERS. Buyer agrees that at any time prior to Third Party Approval as defined in Section 2 above, Seller may: (a) accept additional backup offers for the purchase of the Property ("Backup Contracts"); and (b) based on the requirements of the Third Parties, Seller may or may not submit any such Backup Contracts to the Third Parties for review.

7. BUYER'S RIGHT TO CANCEL REPC. In consideration of the rights reserved by Seller under Section 6 above, Seller agrees that at any time prior to the Third Party Approval Deadline or Third Party Approval, whichever occurs first, Buyer may cancel the REPC for any reason, or for no reason, by providing written notice to Seller whereupon any Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

8. CONTRACT DEADLINES. Unless otherwise agreed to as part of the Third Party Approval, Buyer and Seller agree that the Contract Deadlines in Section 24 of the REPC are as follows:

(a) Seller Disclosure Deadline _____ days after Third Party Approval.

(b) Due Diligence Deadline _____ days after Third Party Approval.

(c) Financing & Appraisal Deadline _____ days after Third Party Approval.

(d) Settlement Deadline _____ days after Third Party Approval.

(e) Buyer and Seller also agree that if any of the dates referenced in this Section 8 above fall on a Saturday, Sunday, or legal holiday, performance shall be required on the next business day.

ALL OTHER TERMS of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. Seller Buyer shall have until ____ A.M P.M. Mountain Time _____, 20____ to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in the ADDENDUM shall lapse.

Buyer Seller Signature Date Time Buyer Seller Signature Date Time

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE of ADDENDUM: Seller Buyer hereby accepts the terms of this ADDENDUM/COUNTER OFFER
 COUNTER OFFER: Seller Buyer presents as a counteroffer the terms of attached ADDENDUM No.____
 REJECTION: Seller Buyer rejects the foregoing ADDENDUM/COUNTER OFFER

Buyer Seller Signature Date Time Buyer Seller Signature Date Time

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