

**ACKNOWLEDGEMENT OF THIRD PARTY APPROVAL  
ADDENDUM NO. \_\_\_\_\_  
TO  
REAL ESTATE PURCHASE CONTRACT**

**THIS IS AN**  **ADDENDUM**  **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of \_\_\_\_\_, including all prior addenda and counteroffers, between \_\_\_\_\_ as Buyer, and \_\_\_\_\_ as Seller, regarding the Property located at \_\_\_\_\_. The following terms are hereby incorporated as part of the REPC: 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. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same.

**1. ACKNOWLEDGEMENT OF THIRD PARTY APPROVAL.** In accordance with Section 2 inclusive of the Short Sale Addendum, Buyer and Seller agree as follows:

- (a) As referenced in Section 2.1 of the Short Sale Addendum, the Third Parties have provided written approval of a Short Sale of the Property as contained in a document issued by \_\_\_\_\_ (Third Party #1) and, if applicable, \_\_\_\_\_ (Third Party #2) attached to this Addendum as Exhibit "A".
- (b) Exhibit "A" contains any Third Party Modifications to the REPC and any Additional Third Party Requirements for approval of the Short Sale as those terms are defined in Sections 2.1 through 2.3 of the Short Sale Addendum.
- (c) Seller and Buyer agree to any Third Party Modifications to the REPC and any Additional Third Party Requirements for approval of the Short Sale as contained in Exhibit "A".
- (d) Based on the above, Seller and Buyer acknowledge and agree that Seller, Buyer, and the Third Parties have now reached Third Party Approval as that term is defined in Section 2 inclusive of the Short Sale Addendum.

**2. CONTRACT DEADLINES.** Based on the above, the Contract Deadlines referenced in Section 24 of the REPC, Section 8 of the Short Sale Addendum, and any other addenda/counteroffers, are now as follows:

- (a) Seller Disclosure Deadline \_\_\_\_\_ (Date)
- (b) Due Diligence Deadline \_\_\_\_\_ (Date)
- (c) Financing & Appraisal Deadline \_\_\_\_\_ (Date)
- (d) Settlement Deadline \_\_\_\_\_ (Date)

**Seller**  **Buyer** shall have until \_\_\_\_\_  **AM**  **PM** Mountain Time on \_\_\_\_\_ (Date), 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 this ADDENDUM shall lapse.

\_\_\_\_\_  
 Buyer  Seller Signature (Date) (Time)                       Buyer  Seller Signature (Date) (Time)

**ACCEPTANCE/COUNTEROFFER/REJECTION**

CHECK ONE:

- ACCEPTANCE:**  **Seller**  **Buyer** hereby accepts the terms of this ADDENDUM.
- COUNTEROFFER:**  **Seller**  **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. \_\_\_\_\_.
- REJECTION:**  **Seller**  **Buyer** rejects the foregoing ADDENDUM.

\_\_\_\_\_  
(Signature) (Date) (Time) (Signature) (Date) (Time)

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