

SECOND BUYER'S ADDENDUM

The following Addendum is part of the Purchase and Sale Agreement dated _____ 1
(the "Second Sale Agreement") between _____ ("Seller") 2
and _____ ("Second Buyer") 3
concerning _____ (the "Property"). 4
Address City State Zip

1. **Property Subject to Prior Contingent Sale.** Second Buyer acknowledges that the Property is subject to a 5
prior purchase and sale agreement (the "Prior Sale") between Seller and _____ 6
("First Buyer"). The Prior Sale is contingent on First Buyer entering into an agreement for the sale of First 7
Buyer's property ("Buyer's Property") on or before _____. The Prior Sale provides if Seller accepts another 8
offer to sell the Property, then notice of Seller's acceptance of a second offer shall be given to First Buyer (the 9
"Bump Notice"). If, after receipt of the Bump Notice, First Buyer does not give timely notice that (i) First Buyer 10
has sold Buyer's Property; or (ii) that First Buyer waives the Buyer's Sale of Property Contingency, then the Prior 11
Sale will terminate, and this Second Sale Agreement shall proceed to Closing. Seller shall not amend the terms 12
of the Prior Sale after mutual acceptance and prior to termination of this Second Sale Agreement. 13
2. **Second Buyer's Waiver of Contingencies.** The Bump Notice will not be given to First Buyer until Seller has 14
received notice of Second Buyer's waiver or satisfaction of the contingencies selected below. 15
 - a. Second Buyer's approval of a "Seller Disclosure Statement" (Form 17). 16
 - b. Second Buyer's approval of an inspection of the Property and the improvements on the Property, including 17
but not limited to structural, roof, pest, soils/stability, and septic inspections, e.g., Inspection Addendum 18
(Form 35) and Septic Addendum (Form 22S). 19
 - c. Second Buyer's approval of a review of the Property to determine if the Property can be used in a manner 20
consistent with Second Buyer's intended use, e.g., Feasibility Contingency Addendum (Form 35F). 21
 - d. Second Buyer's approval of a Condominium Resale Certificate (Form 27). 22
 - e. Second Buyer's Financing Addendum (Form 22A). 23
 - f. Second Buyer's approval of _____ . 24
3. **Bump Notice.** Within _____ days (1 day if not filled in) of Second Buyer's notice that all contingencies 25
selected in Paragraph 2 of this Addendum have been satisfied or waived, a Bump Notice shall be given to First 26
Buyer. Seller shall inform Second Buyer of the results of First Buyer's response to the Bump Notice. If Second 27
Buyer terminates this Second Sale Agreement, without legal cause, after the Bump Notice is given to First Buyer, 28
then Second Buyer shall be in default. 29
4. **First Buyer's Contingency Satisfied or Waived.** If First Buyer responds to the Bump Notice and satisfies or 30
waives First Buyer's Sale of Property Contingency, then Seller shall provide Second Buyer with notice of the 31
same within 1 day and this Second Sale Agreement shall terminate and the Earnest Money shall be refunded to 32
Second Buyer. Seller's notice may be given on the Contingency Property Notice (Form 90K) or similar form. 33
5. **First Buyer's Contingency Not Satisfied or Waived.** If First Buyer responds to the Bump Notice by terminating 34
the Prior Sale, then Seller shall provide Second Buyer with notice of the same within 1 day ("Seller's Notice – 35
First Buyer Terminated Prior Sale") and this Second Sale Agreement shall proceed to Closing. Seller's notice 36
may be given on the Contingency Property Notice (Form 90K) or similar form. 37
6. **Computation of Time.** For the purposes of computing time (except for the timelines in this Addendum and the 38
deposit of earnest money), all timelines shall begin on Seller's Notice – First Buyer Terminated Prior Sale. 39
7. **This Addendum Controls.** All other terms and conditions of the Second Sale Agreement remain in full force and 40
effect. In the event of conflict between the terms of this Addendum and any other term of this Second Sale 41
Agreement, this Addendum shall control. 42

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date