



4700 Falls of the Neuse Road, Ste. 370
Raleigh, NC 27609

CONTINGENCY SALE – ADDENDUM D

Property Address _____

1. **Contingency.** It is a condition of the Attached Purchase Agreement that Buyer shall enter into a bona fide Sales Agreement (the "Sales Agreement") for the sale of Buyer's real property located at: _____ ("Buyer's Property") on or before _____, and close on the sale of Buyer's Property on or before the Closing Date set forth in the Contract (collectively the "Contingency"). Should Buyer fail to enter into a Sales Agreement for the sale of Buyer's Property or to waive this Contingency by the date specified above, Seller may terminate this Contract at any time thereafter by written notice to Buyer, provided Seller has not previously received a copy of the Sales Agreement for the sale of Buyer's Property. In the event of such termination, all Earnest Money shall be returned to Buyer. If Buyer has not closed on the sale of Buyer's Property by the Closing Date and the Contingency has not been waived, then either party may terminate this Contract by written notice to the other party and all Earnest Money shall be returned to Buyer.
2. **Contract for Sale of Buyer's Property.**
 - a. If Buyer has entered into the Sales Agreement for the sale of Buyer's Property as of the Effective Date of this Contract, Buyer:
☐ has delivered a copy of the Sales Agreement to Seller either before or with this Contract.
☐ Shall deliver a copy of the Sales Agreement to Seller no later than five (5) days following the date the Effective Date of this Contract.
 - b. If Buyer enters into the Sales Agreement for the sale of Buyer's Property after the Effective Date of this Contract, Buyer shall deliver a copy of the Sales Agreement within five (five) days following the date that Buyer enters into such Sales Agreement.
 - c. If Buyer fails to deliver a copy of the Sales Agreement within the timeframes specified in subparagraphs a. or b. above (whichever is applicable). Seller may terminate this Contract at any time thereafter by written notice to Buyer, provided Seller has not at that time received a copy of the Sales Agreement. In the event of such termination, all Earnest Money shall be returned to Buyer.
 - d. In any instance when Buyer is providing to Seller a copy of the Sales Agreement, Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy to Seller.
3. **Listing of Buyer's Property for Sale.** If Buyer's Property is not under contract of sale, Buyer's Property (check only ONE of the following options).
☐ is listed with _____
☐ will be listed on or before _____ with _____
☐ Buyer is attempting to sell the property without the assistance of a real estate broker.
4. **Back-Up Contract.** Seller may continue to market the Property and receive other offers to purchase. If Seller enters into a back-up contract for the sale of the Property, Seller may deliver to Buyer written notice of such contract ("Notice of Back-Up Contract"). Buyer shall have a period of _____ day(s) after receipt of Notice of Back-Up Contract within which to respond to Seller as set forth in Paragraph 5 below.
5. **Buyer's Response to Notice of Back-Up Contract.**

- a. Upon receipt of any Notice of Back-Up Contract, Buyer may deliver to Seller an unconditional written waiver of the Contingency or a written notice of termination of this Contract with the timeframe specified in paragraph 4 above.
 - b. If Buyer Terminates this Contract in accordance with this paragraph 5, all Earnest Money shall be returned to Buyer.
 - c. If Buyer fails to respond in accordance with this paragraph 5 and within the timeframe specified in paragraph 4 above, Seller may terminate this Contract at any time thereafter so long as Seller has not previously received a waiver of the Contingency in accordance with Paragraph 5. Upon such termination, all Earnest Money shall be returned to Buyer.
6. **Waiver Documentation.** If Buyer has not delivered a copy of the Sales Agreement in accordance with paragraph 2 above, any written waiver of the Contingency by Buyer must be accompanied by third-party documentation which reasonably demonstrates that Buyer will be able to close on the Property without the necessity of closing on the sale of Buyer's Property.
7. **Effect of Waiver.** If Buyer waives the Contingency and thereafter Seller is prepared to close and Buyer fails to close as a result of Buyer's failure to close on the sale of Buyer's Property, then all Earnest Money shall be forfeited to Seller as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under Paragraph ____ of the Purchase Agreement for damage to the Property.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL.

Buyer _____ (Seal) Date _____

Buyer _____ (Seal) Date _____

Seller _____ (Seal) Date _____

[NOTE: The following are suggested notices that may be copies for the purpose of complying with the notice and waiver provisions contained in the Contingent Sale Addendum. DO NOT DETACH THE ORIGINAL OF THIS FORM FROM THE CONTRACT]

NOTICE TO BUYER OF BACK-UP CONTRACT

NOTICE is hereby given to _____ (Buyer) from Seller under the Contingent Sale Addendum to the Purchase Agreement between them dated _____ for real property located at: _____ (property address) that Seller has entered into a back-up contract to sell the property.

Seller: _____ Date: _____

WAVIER OF CONTINGENCY BY BUYER

BUYER hereby unconditionally waives the Contingency set forth in paragraph 1 of the Contingent Sale Addendum (the "Addendum") to the Purchase Agreement between Buyer and Envision Homes, LLC, dated _____ for the real property located _____.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

[NOTE: If Buyer did not deliver a copy of the Sales Agreement in accordance with Paragraph 2 of the Addendum prior to the time Notice of Back-Up Contract was received from Seller, third-party documentation which reasonably demonstrates that Buyer will be able to close on the Property without the necessity of closing on the sale of Buyer's property must accompany this waiver.]