

COVID-19 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 "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. COVID-19 Delays. Buyer and Seller acknowledge that the current spread of COVID-19 may cause unanticipated delays or render the REPC impossible or commercially unreasonable for Buyer and/or Seller to perform their respective contractual obligations under the REPC by the Settlement Deadline. COVID-19 related delays ("COVID-19") may include but are not limited to: 1) a confirmed diagnosis of COVID-19; 2) a mandatory or self-imposed quarantine of Buyer or Seller; 3) hospitalization of Buyer or Seller; 4) local or federal imposed travel restrictions; 5) underwriting or loan processing delays; 6) delays with escrow or title services; and/or 7) any other COVID-19 related issue that is not within reasonable control of Buyer or Seller.

2. Automatic Extension of the Due Diligence Deadline (if applicable). In the event Seller is unable to allow Buyer access to the Property to conduct Due Diligence due to COVID-19 during the Buyer's Due Diligence period, then the Due Diligence Deadline shall automatically be extended by the time period that Buyer is unable to access the Property.

3. Automatic Extension of the Financing & Appraisal Deadline (if applicable). In the event Seller is unable to allow Buyer access to the Property to conduct an appraisal due to COVID-19 within the Buyer's Financing & Appraisal Deadline, then the Financing & Appraisal Deadline shall automatically be extended by the time period that Buyer is unable to access the Property.

4. Right to Extend Settlement Deadline. Buyer or Seller shall have the right to extend the Settlement Deadline due to COVID-19 by up to thirty (30) days by providing written notice to the other party on or before the Settlement Deadline.

ALL OTHER TERMS of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM/COUNTER OFFER shall remain the same. **Seller** **Buyer** shall have until __:__ **AM** **PM** Mountain Time _____ (Date), to accept the terms of this ADDENDUM/COUNTER OFFER in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in the ADDENDUM/COUNTER OFFER shall lapse.

 Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)

ACCEPTANCE/COUNTER OFFER/REJECTION

CHECK ONE:

ACCEPTANCE of ADDENDUM/COUNTER OFFER: **Seller** **Buyer** hereby accepts the terms of this ADDENDUM/COUNTER OFFER.

COUNTER OFFER: **Seller** **Buyer** presents as a counteroffer the terms of the attached Counter offer No ____.

REJECTION: **Seller** **Buyer** rejects the foregoing ADDENDUM/COUNTER OFFER.

 (Signature) (Date) (Time) (Signature) (Date) (Time)