

**ADDENDUM TO PURCHASE AGREEMENT  
BACK-UP OFFER**

1 Date: \_\_\_\_\_

2 This Addendum is attached to and made a part of Purchase Agreement dated \_\_\_\_\_ ,  
3 on property known as \_\_\_\_\_  
4 \_\_\_\_\_ , \_\_\_\_\_ , Indiana, Zip \_\_\_\_\_  
5 (the "Property").

6 It is understood and agreed by all parties, that the Purchase Agreement to which this Addendum is attached, is a Back-Up Offer to  
7 a primary Purchase Agreement which has been accepted by Seller.

8 This Back-Up Offer shall remain in full force and effect for a period of \_\_\_\_\_ days from the date of this  
9 Addendum, except that it may be extended in writing by agreement of all parties, or terminated as provided herein.

10 Buyer may withdraw this Back-Up Offer at any time in writing prior to receipt of a signed Mutual Release from primary Purchase Agreement.

11 This Back-Up Offer will terminate immediately upon receipt of notice that the primary transaction has closed. If it does not close, Broker  
12 who represents the Buyer in the Back-Up Offer, shall be notified by means of a signed mutual release from Purchase Agreement for  
13 that transaction. The Back-Up Offer shall then become the primary Purchase Agreement.

14 Closing of this Back-Up transaction will then proceed according to the terms and conditions of the attached Purchase Agreement,  
15 except that if any of the time periods commence on the "date of acceptance," that shall be changed to the date of "receipt of Mutual  
16 Release" from the prior Purchase Agreement.

17 In the event this Back-Up Offer is terminated in writing, earnest money deposited with the Back-Up Offer shall be returned to Buyer promptly.

18 Further Conditions: **This Back-up Offer (Addendum to Purchase Agreement) is identified as Letter \_\_\_\_\_**  
19 **which is sequentially Back-up # \_\_\_\_\_ . The order of a Purchase Agreement's submission may not**  
20 **be controlling depending on the requirements of the Lender's negotiator.**

21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_  
28 \_\_\_\_\_  
29 \_\_\_\_\_

30 **All other terms and conditions of the Purchase Agreement to which this is attached remain unchanged.**

31 This Addendum may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all  
32 of which together shall constitute one and the same instrument. The parties agree that this Addendum may be transmitted between  
33 them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are  
34 binding on the parties. The original document shall be promptly delivered, if requested.

35 By signature below, the parties acknowledge receipt of a signed copy of this Addendum.

36 _____		36 _____	
37 BUYER'S SIGNATURE	DATE	37 BUYER'S SIGNATURE	DATE
38 _____		38 _____	
39 PRINTED		39 PRINTED	
40 _____		40 _____	
41 SELLER'S SIGNATURE	DATE	41 SELLER'S SIGNATURE	DATE
42 _____		42 _____	
43 PRINTED		43 PRINTED	



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This is a legally binding contract, if not understood seek legal advice. **Form #22**. Copyright IAR 2006



**UPDATED MARCH 2007**