

1* The clause below will be incorporated into the Contract between _____ (Seller)
2* and _____ (Buyer) concerning the Property described as _____
3* _____ only if initialed by all parties:

4* (____) (____) - (____)(____) **P. Back-up Contract/Kick-out Clause:** (Check whichever applies)

5* **(1) Back-up Contract:** This back-up Contract is subject to the termination of a prior executed contract between **Seller**
6 and a third party for the sale of the Property. If **Seller** terminates the prior executed contract, and **Seller** delivers written
7 notice of the termination to **Buyer** before 5:00 p.m. on _____, _____, this contingency will be
8 removed and this back-up Contract will move into first position. The "Effective Date" of the back-up contract will be the
9 date **Seller** delivers written notice of the termination of the prior executed contract. If **Buyer** does not receive notice of the
10 prior executed contract's termination by the above deadline, **Buyer** may cancel this back-up Contract by delivering written
11 notice to the **Seller** within 3 days after the time provided above and **Buyer's** deposit will be refunded. **Buyer** may cancel
12 this back-up Contract by delivering written notice to the **Seller** prior to the date **Seller** delivers written notice of the
13 termination of the prior executed Contract.

14* **(2) Kick-out Clause:** **Seller** will have the right to continue to show the Property and solicit and enter into bona fide
15 back-up purchase contracts with third parties that are subject to the termination of this primary Contract. Upon entering
16 into a back-up contract, **Seller** will give **Buyer** a copy of the back-up contract with the third parties' identification and
17 purchase price information obliterated. To continue with this primary Contract, **Buyer** must make an additional deposit of
18 \$_____ within 72 hours (to be computed as consecutive hours, not business days) from receipt of the back-up
19 contract. By giving the additional deposit to Escrow Agent within the 72 hour period, **Buyer** waives all contingencies for
20 financing and sale of **Buyer's** property and the parties will close on Closing Date. The additional deposit will be credited to
21 **Buyer** at closing. If **Buyer** fails to timely make the additional deposit, this primary Contract will terminate and **Buyer's**
22 deposit will be refunded.

23* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page.