

KICK-OUT CLAUSE ADDENDUM TO PURCHASE AND SALE AGREEMENT

This Addendum is to the Purchase and Sale Agreement dated _____, between _____ ("Seller") and _____ ("Buyer")

(the "Agreement") supplements the Agreement by adding the following provision:

"This Agreement is subject to the contingency set forth in the Agreement in paragraph _____ or Addendum _____.

Seller reserves the right to continue to promote the sale of the property and to consider other offers. In the event a bona fide offer is received from another potential buyer that is acceptable to Seller, Seller shall provide written notice to Buyer. Upon receipt of such written notice, Buyer shall have _____ days to remove the contingency described above from the Agreement. If Buyer agrees to remove the contingency, the Agreement shall, in all other respects, remain in full force and effect. If Buyer does not remove the contingency, the Seller may terminate the Agreement and the earnest money shall be returned to Buyer. The parties agree that the existence of this clause may be disclosed to potential buyers and other licensees, but all other terms of the Agreement shall remain confidential."

If the above contingency involves the sale of property currently owned by Buyer and Buyer subsequently agrees to remove this contingency, Buyer shall either: (a) deliver to Seller a loan commitment letter from Buyer's lender expressly stating that Buyer has the financial ability to close on the financing without the sale of such property or (b) evidence satisfactory to Seller of Buyer's financial ability to close without the sale of the property and without financing. The item set forth in either (a) or (b), above, must be delivered within the time specified above along with the Buyer's signature on the Removal of Contingency section below.

All other terms and conditions of the Agreement shall remain in full force and effect. This Addendum is entered into as of the effective date of the Agreement.

SELLER

BUYER

Date

Date

Date

Date

NOTICE TO BUYER

Seller hereby notifies Buyer that Seller has received an acceptable offer from another potential Buyer and Buyer has the time specified above to remove the contingency described above by signing the Removal of Contingency provision set forth below and, if required, deliver the item set forth in either (a) or (b) above.

SELLER

Date

Date

BUYER'S REMOVAL OF CONTINGENCY

Seller having provided written notice to Buyer as set forth above and Buyer having decided to remove the contingency described above and, if required, Buyer having delivered the item set forth in either (a) or (b), above, Seller and Buyer, by signing below, hereby agree to amend the Agreement by deleting the contingency described above.

SELLER

BUYER

Date

Date

Date

Date