

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 following terms are hereby incorporated as part of the REPC:

AEH / AEU CITY APPROVAL & LIABILITY RELEASE ADDENDUM

This Addendum is incorporated into and made part of the Purchase and Sale Agreement ("Agreement") between Buyer and Seller for the property.

1. AEH / AEU Deed Restriction Acknowledgment: Buyer acknowledges that the Property is subject to the City of Moab Active Employment Housing ("AEH") / Active Employment Unit ("AEU") program and all applicable deed restrictions, ordinances, regulations, administrative rules, and policies, as may be amended from time to time by the City of Moab.

2. Buyer Sole Responsibility for Qualification & City Approval: Buyer acknowledges and agrees that Buyer is solely and entirely responsible for determining eligibility, applying for, obtaining, maintaining, and complying with all requirements for approval under the AEH Program. Buyer further acknowledges that qualification for AEH status and approval by the City of Moab is not guaranteed.

3. No Seller Representations or Warranties: Seller makes no representations, warranties, or guarantees, express or implied, regarding Buyer's eligibility for AEH approval, Buyer's continued qualification under AEH requirements, or Buyer's ability to occupy, rent, or use the Property. Buyer has not relied upon any statements by Seller, listing broker, or cooperating broker regarding AEH qualification.

4. Release of Seller from Liability: Buyer hereby releases, waives, and forever discharges Seller from any and all claims, demands, damages, losses, penalties, fines, costs, expenses, or liabilities of any kind arising out of or related to Buyer's failure to qualify for AEH approval, denial or revocation of AEH approval by the City of Moab, or Buyer's inability to occupy or use the Property due to AEH restrictions.

5. Indemnification: Buyer agrees to indemnify, defend, and hold Seller harmless from and against any and all claims, actions, penalties, enforcement actions, costs, or damages arising from Buyer's failure to comply with AEH requirements or City of Moab regulations after Closing.

6. No AEH Contingency: Buyer acknowledges that AEH qualification and City approval is not a contingency of this Agreement unless expressly stated in writing. Buyer's failure to obtain or maintain AEH approval shall not constitute a default by Seller and shall not be grounds for termination of the Agreement or return of earnest money.

7. Survival: The provisions of this Addendum shall survive Closing and delivery of the deed.

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. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. Seller Buyer shall have until _____:_____ AM PM Mountain Time on _____ (Date), to accept

the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

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

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE: Seller Buyer hereby accepts the terms of this ADDENDUM.

COUNTEROFFER: Seller Buyer presents as a counteroffer the terms of attached ADDENDUM NO. ____.

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

REJECTION: Seller Buyer rejects the foregoing ADDENDUM.

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

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.