



1.9 INVITATION TO ESCALATE OFFER

1. Property Address or Description: _____

2. Names of Parties to this Agreement:

Buyer: _____ Seller: _____
Buyer: _____ Seller: _____
Buyer: _____ Seller: _____
Buyer: _____ Seller: _____

3. Description of Addendum; Escalation Procedure. Buyer may deliver a signed copy of this Invitation to Escalate Offer ("Escalation") to Seller alongside the Buyer's Offer or Counteroffer. After receiving this Escalation, but before the expiration of the Offer Deadline in Buyer's Offer or Counteroffer, Seller may sign this Escalation and provide Buyer with both (i) the signed copy of the Escalation and (ii) proof that Seller receives an equal, better, or higher offer from another buyer ("Competing Offer"). If Buyer signs the Section 13 "Agreement to Escalate" in this Escalation and delivers a copy of the signed document back to Seller, Buyer will be deemed to have approved of the modification of terms or escalation of the Purchase Price to match or beat the Competing Offer. Buyer should consult an attorney before waiving or modifying any protections and should not offer more than Buyer would be willing to pay as a maximum Purchase Price.

4. Purchase Price Escalation.

The Net Purchase Price of Buyer's Offer or Counteroffer will increase to a Net Purchase Price that is \$ _____ greater than the Net Purchase Price in the Competing Offer if (i) Seller delivers a copy of a valid Competing Offer to Buyer before the Offer Deadline in the Purchase and Sale Agreement and (ii) Buyer signs the Section 13 "Agreement to Escalate". The "Net Purchase Price" is the stated purchase price adjusted down for any monetary credits to Buyer (e.g. for closing costs) or up for monetary credits to Seller. If the Competing Offer contains an escalation clause, the Net Purchase Price of the competing offer will be the Maximum Purchase Price of that offer adjusted for any monetary credits to Buyer (e.g. for closing costs) or monetary credits to Seller.

5. Maximum Purchase Price. In no case will Buyer's Net Purchase Price be increased to a value greater than \$ _____.

6. Waivers of Terms. Buyer waives any of the below selected rights and contingencies in Buyer's Offer that have been waived in the Competing Offer ("Competing Offer Waiver") if (i) Seller delivers a copy of a valid Competing Offer before the Offer deadline in the Purchase and Sale Agreement, (ii) Seller delivers a copy of the Competing Offer's Form 2.14 Waiver of Contingencies Addendum or other substantially similar proof of waiver, and (iii) Buyer signs the Section 13 "Agreement to Escalate":

- Right to Terminate during the Due Diligence Period. [Due Diligence Contingency]
Right to Perform Informational Inspections.
Loan Contingency. [Buyer will prove cash funds available]
Appraisal Contingency. [Buyer obligated to purchase regardless of lender's appraised value]
Right to review and object to Title Report.
Right to conduct Lead-Hazard Inspections. [Seller must still provide the Protect Your Family from Lead in the Home pamphlet]
Right to receive Seller's Property, Agricultural Land, or Vacant Land Disclosure Statement.

Before selecting any of the boxes above, Buyer must sign the "Buyer Attestation Signature" space below, attesting to the fact that Buyer's Agent provided Form 2.14 and Buyer consulted Form 2.14 to review information regarding waiver and protective provisions.

Buyer Attestation Signature: _____ Date: _____

7. Multiple Offers. Seller may only present evidence of a single Competing Offer with valid Competing Offer Waivers if there are multiple Competing Offers on the Property.

8. Seller's Discretion. Buyer acknowledges that Seller is not required to accept Buyer's offer, or accept the highest net purchase price, or to accept the offer with the most materially favorable terms. Nothing in this Escalation guarantees or assures that the Buyer's Offer will be selected.

Buyer Initials _____

Seller Initials _____



9. Buyer Escalation Invitation.

By signing below, the Buyer is providing Seller with this Invitation to Escalate Offer, but will not be bound to any escalation until (i) Seller provides signatures on this Escalation and evidence of Competing Offers as described in Section 10 below, and (ii) Buyer signs the Section 13 "Agreement to Escalate" below:

Buyer: _____ Dated: _____ Buyer: _____ Dated: _____
Buyer: _____ Dated: _____ Buyer: _____ Dated: _____

10. Evidence of Competing Offer. Prior to accepting Buyer's Offer or Counteroffer, Seller may present Competing Offers to Buyer if Buyer provided this Escalation. Seller's presentment of Competing Offers will act as a request that Buyer agree to a price escalation or modification of terms for Buyer's Offer or Counteroffer. To present evidence of Competing Offers, Seller must redact or remove all personally identifying information from the Competing Offer, and send Buyer the redacted copy of the Competing Offer along with redacted copies of any Addendums that modify the Net Purchase Price.

For a Competing Offer to cause a price escalation or modification of terms, the Competing Offer must be a valid, good faith offer to purchase the Property. Competing Offers that cause a Net Purchase Price Escalation or change the terms of an Offer or Counteroffer must be enforceable offers and may not be offers that:

- (i) pay the Purchase Price in portions at or after Closing,
(ii) utilize Seller-financing,
(iii) set Closing more than 90 Calendar Days after Mutual Acceptance,
(iv) are late or expired and subject to a Form 2.3 Late Acceptance Addendum,
(v) are contingent on the sale of the Competing Offer buyer's property, or
(vi) are contingent on any Buyer's Pre-Occupancy requirements.

Once Buyer has been presented with a Competing Offer or evidence of Competing Offer Waivers, Buyer may sign the Section 13 "Agreement to Escalate" below and deliver this signed Escalation back to Seller. Upon Buyer delivery of the Escalation with a signed "Agreement to Escalate," the Buyer's Offer or Counteroffer will be escalated and/or modified based on the Competing Offer or the evidence of Competing Offer Waivers provided by Seller.

11. Seller Waiver. Seller will be deemed to have waived Seller's right to invoke this Escalation and will be bound to the terms of Buyer's original Offer or Counteroffer without any Escalation if Mutual Acceptance occurs before Buyer has delivered a copy of this Escalation to Seller with Buyer's signature on the Section 13 "Agreement to Escalate".

12. Seller Escalation Request.

By signing below and delivering a redacted Competing Offer to Buyer, Seller intends to escalate the Net Purchase Price or modify the terms of Buyer's Offer or Counteroffer. The Parties will only escalate the Net Purchase Price or modify the terms of Buyer's Offer or Counteroffer if Buyer returns a copy of this Escalation to Seller with Buyer's signature on the Section 13 "Agreement to Escalate" below.

Seller: _____ Dated: _____ Seller: _____ Dated: _____
Seller: _____ Dated: _____ Seller: _____ Dated: _____

13. Agreement to Escalate.

By signing below and delivering a copy of this Escalation to Seller, Buyer agrees to modify Buyer's Offer or Counteroffer to match or beat Competing Offers delivered alongside Seller's Escalation Request. Upon Seller's request, Buyer will Promptly provide a Form 2.2 General Addendum memorializing the agreed upon change in Net Purchase Price and/or change in terms stated in this Escalation.

Buyer: _____ Dated: _____ Buyer: _____ Dated: _____
Buyer: _____ Dated: _____ Buyer: _____ Dated: _____