

Sale or Lease Contingency Exhibit

Date: _____, 20____

This Exhibit is attached to and made a part of the contract for purchase and sale of real property (the "Contract") with an Offer Date of _____, 20____ and relating to Property located at _____, Georgia _____ (the "Property"), and shall control over any conflicting language in the above referenced Contract and any other Exhibits or Addenda attached thereto.

CONTINGENCY

Buyer's obligation to purchase the Property is contingent upon the [check one or both] sale **or** lease of Buyer's current property located at _____.

This contingency shall expire at 11:59 p.m. on the day that is _____ days after the Contract acceptance date. The time period beginning on the acceptance date and ending with the expiration of this contingency shall be known as the "Contingency Period."

DEMAND TO REMOVE CONTINGENCIES = "Kickout"

Seller [check one] SHALL **or** SHALL NOT have the right to demand removal of contingencies during the Contingency Period.

If Seller does have the right to demand removal of contingencies during the contingency period as selected above, it is understood and agreed that Seller shall continue to market the Property for sale during the Contingency Period, and should Seller receive an offer from another purchaser prior to Closing (the "Secondary Contract"), and said Secondary Contract is contingent on the termination of this Contract, Seller shall notify Buyer that Buyer has _____ hours after receiving notice from Seller of Seller's receipt of the Secondary Contract (the "Response Period") to remove all contingencies negotiated in favor of Buyer, including, but not limited to, contingencies for inspections, appraisals, financing, etc.

Should Buyer, prior to the expiration of the Response Period, fail to deliver to Seller an amendment to this Contract removing all contingences negotiated in favor of Buyer, this Contract shall be deemed terminated and any Earnest Money shall be returned to Buyer.

VOLUNTARY REMOVAL OF CONTINGENCY PRIOR TO SELLER DEMAND FOR REMOVAL

At any time prior to Seller demand for the removal of this contingency, should Buyer deliver an amendment to Seller which removes this Sale or Lease Contingency, Seller shall execute and return to Buyer said amendment, and all remaining terms and conditions of the Contract, including, but not limited to other contingencies contained therein, shall remain in full force and effect.

VOLUNTARY REMOVAL OF CONTINGENCY AFTER SELLER DEMAND FOR REMOVAL (if applicable)

Should Buyer deliver an amendment to Seller which removes all contingencies found in the Contract prior to the expiration of the Response Period, if applicable, Seller shall execute and return to Buyer said amendment, and all remaining terms and conditions of this Contract shall remain in full force and effect.