

FIRPTA 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 Seller, regarding the Property located at _____ (the "Property"). The terms of this Addendum are hereby incorporated as part of the REPC, and 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.

1. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)

1.1 Under the Internal Revenue Code, if Seller is a foreign person or entity (non-resident alien, corporation, partnership, trust or estate), Buyer must generally withhold a specified percentage of the "amount realized" by Seller on the sale of the Property and forward this amount to the Internal Revenue Service ("IRS"). Such withholding may not be required if Seller obtains and provides Buyer with an authorized exemption or waiver from withholding. If Seller does not provide Buyer with a certificate of exemption or waiver from FIRPTA within fourteen (14) calendar days after Acceptance, Buyer will instruct Escrow/Title company in writing to withhold the required amount. Escrow is hereby authorized and instructed (if notified in writing that withholding is required) to withhold the required amount at closing and forward it to the IRS.

ALL OTHER TERMS of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM/COUNTER OFFER shall remain the same. **Seller** **Buyer** shall have until _____ **A.M** **P.M.** Mountain Time _____, to accept the terms of this ADDENDUM/COUNTEROFFER in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in the ADDENDUM/COUNTER OFFER shall lapse.

 Buyer Seller Signature Date Time

 Buyer Seller Signature Date Time

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE of ADDENDUM/COUNTER OFFER: Seller Buyer hereby accepts the terms of this ADDENDUM/COUNTER OFFER

COUNTER OFFER: Seller Buyer presents as a counteroffer the terms of attached Counteroffer No. _____

 Buyer Seller Signature Date Time

 Buyer Seller Signature Date Time

REJECTION: Seller Buyer rejects the foregoing ADDENDUM/COUNTER OFFER [] Initials
Date _____, _____ Time

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