

Sample Document

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 "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. **Solar System.** A solar photovoltaic panel system (the "System") has been installed on the Property. The System includes, but is not limited to, all System components, solar panels, inverters, charge controllers, batteries, battery charge controller, backup generator, solar array disconnect, power meter, power converter and cables, if applicable, that are presently in place on the Property.

2. **Financial Status of the System.** The System is currently: **(Check Applicable Box)**

A. **Owned by Seller free and clear** (not subject to an existing lease, power purchase agreement or loan) and shall be included in the sale of the Property and conveyed to Buyer at Closing; or

B. **Subject to an existing lease agreement ("Lease")**, power purchase agreement ("PPA") or financed by an unpaid loan ("System Financing").

3. **The System is Subject to an Existing Lease, PPA or System Financing (ONLY applies if Section 2(B) is checked).** Buyer and Seller agree that: **(Check Applicable Box)**

A. **Seller shall pay off the System Financing or buy-out/pre-pay** the remainder of the Lease or PPA and shall include the System as part of the sale of the Property and convey the System to Buyer at Closing. The provisions of this Section 3(A) shall survive Closing; or

B. **Buyer shall assume the Lease, PPA or System Financing.** Seller shall provide to Buyer a completed Seller's Property Condition Disclosure form by the Seller Disclosure Deadline. Seller shall work in good faith to assist Buyer in obtaining approval from the solar company or loan servicer to assume the applicable Lease, PPA or System Financing. Buyer shall assume the Lease, PPA or System Financing at Closing and Seller shall be released from all future liability under the applicable Lease, PPA or System Financing. The provisions of this Section 3(B) shall survive Closing.

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.

Sample Document

 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. _____

REJECTION: Seller Buyer rejects the foregoing ADDENDUM/COUNTER OFFER

 Buyer Seller Signature (Date) (Time)

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