

Yes MLS / Price Escalation Addendum to the Offer to Purchase

The following provisions are part of the Offer to Purchase Real Estate and Acceptance between _____ (BUYER) and _____ (SELLER) for the property located at _____ Ohio, with offer dated _____.

1. If SELLER receives a bona fide written offer from another prospective purchaser for the Property before Acceptance of BUYER'S offer, and such offer (hereinafter referred to as the "Competing Offer") is for a net purchase price (the purchase price of the Competing Offer less any requests for SELLER assistance or financial concessions) higher than BUYER'S Offer to Purchase, BUYER hereby agrees to increase BUYER'S offer such that the Purchase Price is \$ _____ higher than the net purchase price of the Competing Offer(s), up to a maximum purchase price of \$ _____ (the "Maximum Purchase Price").

2. If the Purchase Price of BUYER'S offer is increased as outlined above, then the parties further agree as follows (both parties must initial all that apply):

BUYER'S mortgage loan amount shall be increased by the amount necessary to keep the Loan-to-Value Ratio (a percentage derived by dividing the total value of loans for the Property by the purchase price) the same as that set forth in BUYER'S Offer to Purchase, with the remainder to be paid in cash by BUYER through escrow at title transfer.

The first \$ _____ of the difference between BUYER'S offer and the final Purchase Price will be paid in cash by BUYER through escrow at title transfer. The remainder will be financed by BUYER pursuant to the terms of the Agreement.

Within _____ days from the date of Acceptance, BUYER shall deliver to SELLER a written pre-approval letter from BUYER'S lender for an amount equal to or greater than the increased loan amount. If BUYER does not timely provide such written pre-approval, then SELLER may terminate the Agreement in writing and the parties shall enter into a mutual release whereupon the earnest money shall be returned to BUYER.

3. SELLER shall provide BUYER with a complete and accurate copy of the Competing Offer upon Acceptance of BUYER'S Offer to Purchase. All other terms of the Offer to Purchase shall remain in full force and effect.

4. The Purchase Price of BUYER'S Offer to Purchase is hereby increased from \$ _____ to \$ _____ in accordance with the terms of this Addendum.

The parties specifically acknowledge and agree that this is a legally binding document, and all questions of law shall be directed to an attorney as Ohio real estate licensees are not authorized to provide legal advice.

BUYER Signature DATE

BUYER Signature DATE

SELLER Signature DATE

SELLER Signature DATE