## OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract if not understood seek advice from an attorney

## **BACK-UP SUPPLEMENT**

(Use this form only when Seller's existing Contract is subject to the sale of existing buyer's property "not under contract")

This supplement is attached to and part of the Oklahoma Uniform Contract of Sale of Real Estate between the undersigned Buyer and Seller.

- 1. Back-Up Contract. Buyer acknowledges that Seller has entered into a contract to sell the Property (the "Existing Contract") to another buyer (the "Existing Buyer"). Buyer and Seller acknowledge and agree that this contract (a "Back-Up Contract") shall not be effective until Seller delivers to Buyer or Buyer's Broker, if applicable, a copy of a Release of Contract signed by all parties to the Existing Contract, or the termination of Existing Contract, by the terms thereof.
- Demand for Removal of Termination Condition. Within 24 hours after acceptance of this Back-Up Contract, Seller shall demand

ne Periods in Back-Up Contract.	•	sited until the termination of the Existing Contract.	
•	The time period i		
<b>Time Periods in Back-Up Contract.</b> The time period in this Back-Up Contract for inspections, title, survey (or mortgage inspection certificate) and financing shall begin (check one):			
(a) On the Time Reference Da	te noted in this E	ack-Up Contract;	
OR			
• •		~	o reflect such
5. Buyer's Right to Terminate Back-Up Contract. At any time before the termination of the Existing Contract, Buyer may terminate this Back-Up Contract by delivery of a Release of Contract signed by Buyer to the Seller or Seller's Broker, if applicable.			
6. Notice of Removal of Termination Condition. If the Existing Buyer removes the Termination Condition under the Existing Contract, Seller or Seller's Broker, if applicable, shall notify Back-Up Buyer or Buyer's Broker, if applicable, within 24 hours after the removal.			
s removed the Termination Condition yer shall be deemed to have relea	on under the Existsed Seller and	ting Contract, then this Back-Up Contract shall automatically t Seller's Broker and Buyer's Broker, if applicable, from any cla	erminate and aim, demand,
s Signature	Date	Seller's Signature	Date
s Signature	Date	Seller's Signature	Date
	rtificate) and financing shall begin (compared to the Time Reference Date of the terminate date; in any event, the close specification of the terminate date; in any event, the close specification of the terminate date; in any event, the close specification of the terminate date; in any event, the close specification of the terminate date; in any event, the close specification of the terminate date of the termination of the term	rtificate) and financing shall begin (check one):  (a) On the Time Reference Date noted in this B  OR  (b) On the day of the termination of the Existin date; in any event, the closing date shall not sper's Right to Terminate Back-Up Contract. At any Back-Up Contract by delivery of a Release of Contract of Removal of Termination Condition. If the Existence of Back-Up Contract. If Buyer timely terminates removed the Termination Condition under the Existence of Back-Up Contract. If Buyer timely terminates removed the Termination Condition under the Existence of Back-Up Contract. Earnest Modelity, or loss under this Back-Up Contract. Earnest Modelity, or loss under this Back-Up Contract.	criticate) and financing shall begin (check one):  (a) On the Time Reference Date noted in this Back-Up Contract;  OR  (b) On the day of the termination of the Existing Contract and the Time Reference Date shall be amended to date; in any event, the closing date shall not be extended unless agreed in writing by Buyer and Seller.  In any event, the closing date shall not be extended unless agreed in writing by Buyer and Seller.  In any event, the closing date shall not be extended unless agreed in writing by Buyer and Seller.  In any event, the closing date shall not be extended unless agreed in writing by Buyer and Seller.  In any event, the closing date shall not be extended unless agreed in writing by Buyer and Seller.  In any event, if application the Existing Buyer removes the Termination Condition under the Existic letter of Seller's Broker, if applicable, shall notify Back-Up Buyer or Buyer's Broker, if applicable, within 24 hours after the series of Back-Up Contract. If Buyer timely terminates this Back-Up Contract as provided in paragraph 5, or the Existence of Back-Up Contract. If Buyer timely terminates this Back-Up Contract as provided in paragraph 5, or the Existence of Back-Up Contract shall automatically the paragraph of the Existing Contract, then this Back-Up Contract shall automatically the provision of the Contract and Seller's Broker, if applicable, from any classification, or loss under this Back-Up Contract. Earnest Money shall be disbursed according to provisions of the Contract as Seller's Signature.