

**PURCHASE PROTECTION PLUS ADDENDUM  
TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement (“Agreement”) dated \_\_\_\_\_, 20\_\_\_\_,  
between \_\_\_\_\_ (“Seller”)  
and \_\_\_\_\_ (“Buyer”)  
concerning: \_\_\_\_\_ (“Property”).

**SELLER AND BUYER HEREBY AGREE AS FOLLOWS:**

- 1. PURCHASE PRICE PROTECTION.** If Seller has implemented a “Purchase Price Reduction” on or before \_\_\_\_\_, 20\_\_\_\_ (date that is 180 days after mutual acceptance of the Agreement if not filled in) (“Measuring Date”), and the “Purchase Price Reduction” is in effect on the Measuring Date, then Buyer shall be entitled to receive from Seller a cash payment, up to a maximum amount of \$20,000 (twenty thousand dollars), as protection against reduction of the market value of the Property. On or before Closing, Seller shall deliver \$40,000 (twenty thousand dollars) to its attorney, who shall deposit the funds into his trust account and hold them there until the Measuring Date, after which he shall disburse them to Seller and/or Buyer, as appropriate, in accordance with this Addendum. “Purchase Price Reduction” means reduction of the offered sale price of all of the remaining unsold properties in Poulsbo Place II, Division 6 with the “same or similar floor plan” as the Property by way of reduction of the listing price and/or increase of the standard incentives such that the resulting offered sale price for such remaining unsold properties (“Reduced Price”) is less than the purchase price of the Property. “Same or similar floor plan” means [either the Ashwood or Alderwood floor plan OR the Birchwood floor plan OR the Cottonwood floor plan OR the Dandelion floor plan]. If a Purchase Price Reduction is in effect on the Measuring Date, Seller shall, within 5 days of the Measuring Date, instruct its attorney to disburse to Buyer from the funds held in trust the amount by which the purchase price of the Property exceeds the Reduced Price. Seller’s attorney shall immediately disburse said funds to Buyer and thereafter disburse the balance of the funds held in trust, if any, to Seller. Seller shall be the sole and final arbiter as to whether or not a Purchase Price Reduction is in effect on the Measuring Date and as to the amount of the Reduced Price. This Addendum shall survive Closing.
  
- 2. THIS ADDENDUM CONTROLS.** All other terms and conditions of the Agreement remain in full force and effect. In the event of conflict between this Addendum and the Agreement, this Addendum shall control.

SELLER \_\_\_\_\_ DATE \_\_\_\_\_, 20\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_, 20\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_, 20\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_, 20\_\_\_\_

Drafted by: Law Office of Hayes Gori, PLLC  
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