



ADDENDUM  
to Purchase and Sale Agreement for  
One Riverfront Condominium Unit \_\_\_\_, One Riverfront (the “Agreement”)

ALTERNATIVE UNIT ADDENDUM

The following-described process shall apply in the event that Seller receives a purchase and sale contract for any One Riverfront Condominium Unit within the One Riverfront Building at One Riverfront, Avon, Colorado (the “Project”) from more than one prospective purchaser on or before 3 p.m. MT on March 3, 2022 (herein referred to as “Competing Contracts”). Competing Contracts are those which have been timely received and which: (i) have offered the full Purchase Price for the Unit; (ii) are accompanied by the full initial earnest money deposit required by the Agreement; and (iii) are on the form of contract presented by Seller without modification, addition or alteration whatsoever, except for the completion of certain blanks contained therein. At 3 p.m. MT on March 3, 2022, Competing Contracts shall be randomly selected from among their pool, with the contract selected first being accepted by Seller. In no event shall Seller be under any obligation to accept any purchase and sale agreement which does not qualify as a Competing Contract.

If this Addendum is executed by Purchaser, then, in the event the Unit is unavailable for sale to Purchaser and this Addendum is countersigned by Seller, the Agreement shall automatically be deemed effective for One Riverfront Condominium Unit \_\_\_\_ of the Project as depicted on Exhibit B attached hereto and incorporated herein (Floor Plan for the Alternative Unit) (the “Alternative Unit”). Purchaser understands that the both the Unit and the Alternative Unit are “One RF Residential Units” as defined in the Project Declaration. Upon the Agreement becoming effective for the Alternative Unit: (i) all references in the Agreement to “One Riverfront Condominium Unit \_\_\_\_” (and related references to the “Unit”) shall be automatically amended to refer to “One Riverfront Condominium Unit \_\_\_\_”; (ii) the blanks in the Agreement shall be automatically amended as set forth below; and (iii) all other terms of the Agreement shall remain in full force and effect with respect to the purchase by Purchaser and the sale by Seller of the Alternative Unit. Purchaser acknowledges and accepts that if more than one Competing Contract is submitted for purchase of the Alternative Unit, the same procedures as outlined above shall apply to the Alternative Unit and Seller shall countersign this Addendum only in the event Purchaser is selected as the purchaser of the Alternative Unit.

Amendment of Blanks:

Section 3.	Purchase Price of Alternative Unit	\$ _____
Section 3.a.	Initial Deposit upon execution of this Agreement by Purchaser (10% of Purchase Price)	\$ _____
Section 3.a.	Second Deposit payable in accordance with Section 3.a (additional 5% of Purchase Price)	\$ _____
Section 7.b.	Estimated quarterly homeowner's Assessments for the Alternative Unit	\$ _____

Further, if this Addendum is executed by Purchaser and countersigned by Seller, (a) Exhibit B (Floor Plan for the Alternative Unit) attached hereto as Exhibit B and incorporated herein shall be Exhibit B to the Agreement, (b) Exhibits A, C and D to the Agreement are unmodified and applicable to the Alternative Unit, and (c) all other terms and provisions of the Agreement shall be unmodified and binding on Seller and Purchaser as related to the purchase and sale of the Alternative Unit.

EXECUTED on the dates shown below.

**SELLER:**

**EW RIVERFRONT EAST INVESTOR, LLC,**  
a Delaware limited liability company

By: Avon Lot 1 EW Investor, LLC, a Colorado  
limited liability company, its Manager

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PURCHASER:**

\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

**LISTING BROKER:**

By: \_\_\_\_\_  
Date: \_\_\_\_\_

**COOPERATING BROKER:**

By: \_\_\_\_\_  
Date: \_\_\_\_\_