RIDER # 1

BUYER AND SELLER'S ATTORNEY APPROVAL CONTINGENCY

This Offer is contingent upon the good faith review and approval of the Offer by the attorney of the Buyer and Seller which shall not be unreasonably withheld. This contingency shall be deemed satisfied unless Buyer's and/or Seller's attorney, within ___7____days of acceptance, delivers to other party, and to listing broker and/or to Buyer's agent if the Property is listed and if the Buyer is so represented:

1) Copy of the written statement from objecting party's attorney which specifically identifies the provisions of the Offer that the attorney disapproves of (defects), and

2) A written notice which identifies the defects objected to by objecting party and the proposed modifications which objecting party will accept to cure said defects.

Non-objecting party shall have a right to cure the defects. The non-objecting party may satisfy this contingency by:

(1) delivering a written notice of the non-objecting party's election to cure defects within 10 days of receipt of other party's notice,
(2) curing the defects as proposed by the objecting party, and
(3) providing objecting party written evidence of how the non-objecting party cured the defect(s) no later than closing.

This Offer shall be null and void if the objecting party makes timely delivery of the above notice and report and the non-objecting party delivers notice that the non-objecting party will not cure or the non-objecting party does not timely deliver the notice of election to cure.

Buyer's and Seller's attorney's disapproval may be based upon the following factors: adequacy of description, sufficiency as to definiteness or enforceability, reasonableness and sequence of deadline dates, appropriateness of instrument of conveyance, the nature and extent of title to be transferred to Buyer, the sufficiency of contingencies to protect Buyer relative to Buyer's particular financial and personal circumstances and _____
_____

Disapproval may not be based upon purchase price, the cost of credits payable to Seller or the commission amount.

_____ _____
Buyer Date Seller Date

_____ _____
Buyer Date Seller Date