

OKLAHOMA REAL ESTATE

This is a legally binding Agreement; if not understood, seek advice from an attorney.

BUYER'S COUNTEROFFER TO SELLER'S COUNTEROFFER

1. COUNTEROFFER. The undersigned Buyer(s) confirm acceptance of the Seller's Counteroffer for the real estate specified above **EXCEPT FOR** the Buyer's deletions, amendments or modifications as follows on this date _____:

Agreement of Sale of Real Estate (Select all that apply):

- (2) Purchase Price: \$ _____
- (2) Earnest Money: \$ _____
- (2) Trust Account Earnest Money shall be deposited: _____
- (3) Closing Date: _____
- (4b) Exclusions: _____
- (5) Time Reference Date: _____
- (7A) Days to Inspect: _____
- (7C2i) Days to Negotiate TRR: _____

- (10c) Land or Boundary Survey or Report shall be (check one):
 Buyer's Expense Seller's Expense
- (12) Residential Service Agreement (RSA):
 A. The property **shall not** be covered by a Residential Service Agreement
 C. The property **shall** be covered by a RSA selected by the Buyer at an approximate cost of \$ _____. Seller Agrees to pay \$ _____ and Buyer agrees to pay the balance.
- (13) Additional Provisions: _____

Supplement(s):

2. OTHER TERMS. All other terms and conditions of the attached Agreement of Sale of Real Estate and any included Supplement(s) will remain unchanged. If there is any inconsistency between the terms of this Counteroffer and those in the attached Agreement of Sale of Real Estate and, if applicable, the Supplement(s), the terms of the Buyer's Counteroffer will take precedence.

3. ACCEPTANCE TIME. This Counteroffer is conditional upon Seller's written acceptance and the return of a signed copy to Seller's Broker, if applicable, on or before this date and time _____, 20____, at _____m, at which time this counteroffer will terminate, unless withdrawn prior to acceptance or termination.

Buyer (Print or Type Buyer's Name)

(Signature)

Buyer (Print or Type Buyer's Name)

(Signature)

4. SELLER'S ACCEPTANCE OF COUNTEROFFER. On this date _____, 20____, at _____m Seller agrees to the Buyer's Counteroffer and accepts the terms and conditions outlined therein for the sale of the above -described Property.

Seller (Print or Type Seller's Name)

(Signature)

Seller (Print or Type Seller's Name)

(Signature)

5. SELLER'S REJECTION OR MODIFICATION OF BUYER'S COUNTEROFFER. On this date _____, 20____, at _____m, the Seller(s), by initialing these blanks _____(Seller's Initials)
(check only one): **REJECTS** foregoing counteroffer.
 MODIFIES Buyer's Counteroffer is modified as indicated by the Seller's Counteroffer.

NOTE: Any amendments or modifications to the submitted Agreement of Sale of Real Estate, along with any included supplement(s) and related addenda, must be outlined exclusively in this Counteroffer. **Signatures on this form by all parties shall constitute a fully executed Agreement of Sale of Real Estate.** Any amendments or modifications to the submitted Agreement of Sale of Real Estate, including any supplements and related addenda, must be listed solely on this Counteroffer. **BY INITIALING BELOW, BUYER AND SELLER ARE CONFIRMING RECEIPT OF THIS COUNTEROFFER.**

Buyer's Initials _____

Seller's Initials _____