

OKLAHOMA REAL ESTATE COMMISSION

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

BUYER'S COUNTEROFFER TO SELLER'S COUNTEROFFER

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

Contract 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 the other terms and conditions of the attached Contract of Sale of Real Estate and, if included, the Supplement(s) shall remain the same. In the event of a conflict between the terms and conditions in this Counteroffer and the terms and conditions of the attached Contract of Sale of Real Estate and, if included, Supplement(s), the terms and conditions of the Buyer's Counteroffer shall govern.

3. ACCEPTANCE TIME. The foregoing Counteroffer is made subject to acceptance in writing by Seller, and the return of an executed 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on or before this date and time _____, 20_____, at _____ .m, at which time this counteroffer will terminate, unless withdrawn prior to acceptance or termination.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 accepts the foregoing Buyer's Counteroffer and agrees to sell the above-described Property on terms and conditions set forth in the Buyer's Counteroffer.

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: All amendments and modifications to the submitted Contract of Sale of Real Estate and, if included, supplement(s) and related addenda should be set forth on this Counteroffer only. **Signatures on this form by all parties shall constitute a fully executed Contract of Sale of Real Estate.** Seller should only sign this Counteroffer and the Acknowledgement and Confirmation of Disclosures form and, if applicable, the Real Estate Certification at the bottom of the applicable Financing Agreement. **BY INITIALING BELOW, BUYER AND SELLER ARE CONFIRMING RECEIPT OF THIS COUNTEROFFER.**

Buyer's Initials _____

Seller's Initials _____