



D R A F T  
**COUNTER OFFER - BUYER**  
AIR Commercial Real Estate Association

Dated: \_\_\_\_\_

By and Between (Seller): \_\_\_\_\_

(Buyer): \_\_\_\_\_

Address of Property \_\_\_\_\_

(APN: \_\_\_\_\_)

Buyer executed and presented to Seller the "Standard Offer and Agreement for Purchase of Real Estate" dated \_\_\_\_\_, regarding the above-referenced Property and Parties (hereinafter the "Offer"). Thereafter, Seller executed and delivered to Buyer the "Counter Offer - Seller" dated \_\_\_\_\_. Full and complete copies of both the Offer and Seller's Counter Offer are attached hereto and incorporated herein by reference.

1. Buyer hereby accepts Seller's Counter Offer provided the Seller agrees to the following changes in said Counter Offer:

(Please check the appropriate box or boxes)

- Initialed pen and ink changes have been made to the Offer.
- The changes are detailed in the addendum attached hereto consisting of paragraphs \_\_\_\_\_ through \_\_\_\_\_.
- The changes are set forth below.

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

D. \_\_\_\_\_

NOTE: PARAGRAPHS IN THE OFFER WHICH REQUIRE INITIALS BY ALL PARTIES, BUT ARE NOT INITIALED BY ALL PARTIES, ARE EXCLUDED FROM THE FINAL AGREEMENT UNLESS SPECIFICALLY REFERENCED FOR INCLUSION IN THIS COUNTER OFFER.

2. **REMAINING TERMS:** All of the terms and conditions contained in the Seller's Counter Offer which have not been specifically modified or deleted by this Counter Offer are hereby approved by Buyer.

3. **EXPIRATION:** This Counter Offer shall expire and be revoked, without further notice, at 5:00 pm on \_\_\_\_\_, unless it is accepted and signed by Seller and a fully executed copy is actually received by Buyer's agent \_\_\_\_\_ prior to said time. Upon expiration, Buyer's Deposit, if any, shall be promptly returned. This Counter Offer may be executed in counterparts.

4. **TIME:** Time is of the essence.

5. **BINDING EFFECT:** This Counter Offer, when fully executed by both Buyer and Seller, and delivered and received as specified above, shall be a binding contract. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE ADVISED TO SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.

NOTE:

1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.
2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO OF ITS CORPORATE OFFICERS.

6. The undersigned Buyer agrees to purchase the Property on the terms and conditions stated herein.

\_\_\_\_\_  
INITIALS

\_\_\_\_\_  
INITIALS

**BROKER:**

**BUYER:**

<p style="text-align: center; font-size: 48px; opacity: 0.5;">D R A</p> <p>By: _____</p> <p>Date: _____</p> <p>Name Printed: _____</p> <p>Attn: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>Telephone: (____) _____</p> <p>Facsimile: (____) _____</p> <p>Email: _____</p> <p>Federal ID No. _____</p>	<p style="text-align: center; font-size: 48px; opacity: 0.5;">S E L L E R</p> <p>By: _____</p> <p>Date: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>Telephone: (____) _____</p> <p>Facsimile: (____) _____</p> <p>Federal ID No. _____</p>
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7. **ACCEPTANCE:** Seller accepts the foregoing Counter Offer and agrees to sell the Property on the terms and conditions specified, and authorizes Brokers to deliver a signed copy to Buyer.

**BROKER**

**SELLER**

<p style="text-align: center; font-size: 48px; opacity: 0.5;">D R A</p> <p>By: _____</p> <p>Date: _____</p> <p>Name Printed: _____</p> <p>Attn: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>Telephone:(____) _____</p> <p>Facsimile:(____) _____</p> <p>Email: _____</p> <p>Federal ID No. _____</p>	<p style="text-align: center; font-size: 48px; opacity: 0.5;">S E L L E R</p> <p>By: _____</p> <p>Date: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>Telephone:(____) _____</p> <p>Facsimile:(____) _____</p> <p>Federal ID No. _____</p>
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8. **ACKNOWLEDGMENT OF RECEIPT:** Buyer's agent hereby acknowledges that a copy of the Counter Offer executed by Seller was received on \_\_\_\_\_ at \_\_\_\_\_ am/pm.

<p style="text-align: center; font-size: 48px; opacity: 0.5;">D R A</p> <p>By: _____</p>	<p style="text-align: center; font-size: 48px; opacity: 0.5;">S E L L E R</p> <p>By: _____</p>
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These forms are often modified to meet changing requirements of law and needs of the industry. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 700 South Flower Street, Suite 600, Los Angeles, CA 90017. (213) 687-8777.

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