



COUNTER PROPOSAL - LESSOR

(NOT FOR USE IN CONJUNCTION WITH THE STANDARD OFFER AND AGREEMENT TO LEASE REAL ESTATE FORM)

Dated: _____

By and Between

Lessor: _____

Lessee: _____

Property Address: _____

(street address, city, state, zip)

This is a Counter Proposal to the AIR Commercial Real Estate Association Standard Proposal to Lease, dated _____, regarding the above-referenced Premises and Parties (hereinafter the "Proposal"). A full and complete copy of the Proposal is attached hereto and incorporated herein by reference.

1. Lessor proposes to lease the Premises upon the terms and conditions contained in the Proposal provided the Lessee agrees to the following changes:

(Please check the appropriate box or boxes)

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

A. _____

B. _____

C. _____

D. _____

E. _____

2. **REMAINING TERMS:** All of the terms and conditions set forth in the Proposal which have not been specifically modified or deleted by this Counter Proposal are hereby approved by Lessor.

3. (If checked) **MULTIPLE COUNTER PROPOSAL:** Concurrently herewith, Lessor is also making or may make a Counter Proposal to another prospective lessee on terms which may or may not be the same as in this Counter Proposal.

4. **RIGHT TO ACCEPT OTHER OFFERS:** Lessor reserves the right to continue to offer the Premises for lease and/or sale, and to accept any other offer at any time prior to actual execution by both parties of a mutually agreeable lease agreement. Lessor's acceptance of any such other offer shall constitute the withdrawal of this Counter Proposal.

5. **EXPIRATION:** This Counter Proposal shall expire and be deemed withdrawn, without further notice, at 5:00 pm on _____, unless it is accepted and signed by Lessee and a fully executed copy is actually received by Lessor's agent, _____ prior to said time. Upon expiration, Lessee's Deposit, if any, shall be returned.

This Counter Proposal may be executed in counterparts.

INITIALS

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

7. **BINDING EFFECT:** THIS COUNTER PROPOSAL AND THE PROPOSAL TO WHICH IT RELATES IS NOT INTENDED TO BE BINDING ON EITHER PARTY. THESE DOCUMENTS ARE INSTEAD INTENDED TO FACILITATE NEGOTIATIONS BETWEEN THE PARTIES. NEITHER PARTY SHALL BE BOUND TO LEASE THE PREMISES UNTIL BOTH PARTIES HAVE SIGNED A MUTUALLY AGREEABLE LEASE AGREEMENT.

NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS DOCUMENT 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 TRANSACTION.

LESSOR'S BROKER

LESSOR

_____	_____
_____	_____
Attn: _____	By: _____
Title: _____	Name Printed: _____
Address: _____	Title: _____
_____	Phone: _____
Phone: _____	Fax: _____
Fax: _____	Email: _____
Email: _____	_____
Federal ID No.: _____	By: _____
Broker/Agent DRE License #: _____	Name Printed: _____
_____	Title: _____
_____	Phone: _____
_____	Fax: _____
_____	Email: _____
_____	Address: _____
_____	_____
_____	Federal ID No.: _____

8. **ACCEPTANCE:** Subject to the provisions of Paragraph 7 above, Lessee accepts the foregoing Counter Proposal, and authorizes Brokers to deliver a signed copy to Lessor.

LESSEE'S BROKER

LESSEE

_____	_____
_____	_____
Attn: _____	By: _____
Title: _____	Name Printed: _____
Address: _____	Title: _____
_____	Phone: _____
Phone: _____	Fax: _____
Fax: _____	Email: _____
Email: _____	_____
Federal ID No.: _____	By: _____
Broker/Agent DRE License #: _____	Name Printed: _____
_____	Title: _____
_____	Phone: _____
_____	Fax: _____
_____	Email: _____
_____	Address: _____
_____	_____
_____	Federal ID No.: _____

INITIALS

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9. **ACKNOWLEDGMENT OF RECEIPT:** Lessor's agent hereby acknowledges that a copy of the Counter Proposal executed by Lessee was received on _____ at _____ am pm.

By: _____
Name Printed: _____

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