

SELLER RESPONSE TO LETTER OF INTENT TO PURCHASE No. _____

1 This is a response to the Letter of Intent or Buyer Response to Letter of Intent No. _____

2	Buyer(s) _____
3	Seller(s) _____
4	Property Address or Tax ID # _____
5	_____ (the "Property")

6 This Response to Letter of Intent to Purchase ("Response") states the terms and conditions under which Seller is interested in selling the Property to
 7 Buyer. This Response is not intended to create any binding obligation, is not enforceable as a contract and will not be the basis for any claim by
 8 Seller or Buyer, except as stated in the Letter of Intent from Buyer to Seller dated _____ (the "Letter of Intent").

9 Seller is interested in selling the Property to Buyer on the terms and conditions in the Letter of Intent and subsequent Response(s) to Letter of Intent
 10 where applicable, except for the following: _____

11 _____

12 _____

13 _____

14 _____

15 _____

16 _____

17 _____

18 _____

19 _____

20 _____ For additional provisions, see Addendum _____

21 All remaining terms and conditions of the Letter of Intent (and other responses where applicable) not otherwise modified are approved and accepted
 22 by Seller. Time is of the essence. This Response shall automatically expire on _____ at ___ a.m. p.m. (the "Response
 23 Deadline"), if not accepted within that time. This Response may be accepted by Buyer only in writing. However, Seller may withdraw this Response
 24 before the Response Deadline any time prior to Buyer's transmission of signed acceptance.

25 Seller acknowledges receipt of a completely filled-in copy of the Letter of Intent and this Response, and all subsequent responses where applicable,
 26 which Seller has fully read and understands. Seller acknowledges Seller has not relied on any oral or written statements of any Buyer or of any
 27 agent(s) that are not expressly contained in the Letter of Intent as amended.

28 Seller _____ Date _____ a.m. _____ p.m. ←

29 Seller _____ Date _____ a.m. _____ p.m. ←

30 **BUYER'S RESPONSE:**

31 By signing below, Buyer (*select one*):

- 32 agrees to the terms of this Response.
- 33 does not agree, but offers the attached Response to this Response.
- 34 rejects this Response.

35 Buyer acknowledges receipt of signed copies of the Letter of Intent and all subsequent responses, including this Response, where applicable, which
 36 Buyer has fully read and understands.

37 Buyer _____ Date _____ a.m. _____ p.m. ←

38 Buyer _____ Date _____ a.m. _____ p.m. ←

39 Note: If delivery/transmission occurs after the Response Deadline identified above, it will not become binding upon Seller and Buyer unless the parties
 40 agree to extend that Response Deadline in writing, jointly signed by the parties. The parties' failure to do so shall be treated as a rejection under
 41 Buyers Response above, and the Letter of Intent shall be automatically terminated.

42 Buyer's Agent _____ Seller's Agent _____