

**BUYER RESPONSE TO LETTER OF INTENT TO PURCHASE No. \_\_\_\_\_**

1 This is a response to Seller 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 Buyer is interested in buying the Property.  
 7 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 Seller or  
 8 Buyer, except as stated in the Letter of Intent from Buyer to Seller dated \_\_\_\_\_ (the "Letter of Intent").

9 Buyer is interested in buying the Property on the terms and conditions in the Letter of Intent and subsequent Response(s) to Letter of Intent where  
 10 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 Buyer 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 Seller only in writing. However, Buyer may withdraw this Response  
 24 before the Response Deadline any time prior to Seller's transmission of signed acceptance.

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

28 Buyer \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

29 Buyer \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

30 **SELLER'S RESPONSE:**

31 By signing below, Seller (*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 Seller acknowledges receipt of signed copies of the Letter of Intent and all subsequent responses, including this Response, where applicable, which  
 36 Seller has fully read and understands.

37 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

38 Seller \_\_\_\_\_ 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 \_\_\_\_\_