

## COUNTEROFFER TO OR MODIFICATION OF THE UNACCEPTED ORIGINAL OFFER



This Counteroffer is made at 3:45 o'clock p.m. on the date of April 24/2015

2015 Printing

This is a Counteroffer to or modification of, as the case may be, (hereinafter collectively "Counteroffer") the unaccepted original offer ("Original Offer") set forth in the Purchase and Sale Agreement dated 04/23/2015 for property located at: [redacted], Sandy Springs, Georgia [redacted] ("Property"). The Original Offer is hereby incorporated in its entirety into this Counteroffer by reference.

- A. **Previous Counteroffers Rejected.** Any and all previous Counteroffers made by either party are hereby rejected and shall not be considered a part of any future agreement between the parties.
- B. **Effect of Accepting This Counteroffer.** The terms of this Counteroffer shall modify the Original Offer and control over any conflicting or inconsistent provisions contained therein. The acceptance of this Counteroffer only needs to be evidenced by the parties signing this Counteroffer. This Counteroffer along with the Original Offer shall constitute the entire, legally binding agreement of the parties relative to the purchase and sale of the above-referenced Property. The Binding Agreement Date of such agreement shall be the date when the party who made this Counteroffer receives notice (as that term is defined in the Original Offer), that it has been timely accepted prior to the end of the time limit of this Counteroffer.
- C. **Clean Copy of Agreement.** At any time prior to closing, either party if so requested by the other shall sign a conformed or "clean" copy of the Agreement combining the terms of Original Offer with the controlling and supplemental provisions of this Counteroffer into one (1) document.
- D. **Terms and Conditions.** The following terms and conditions of the Original Offer are modified as follows: *[The sections not filled in or marked N/A shall not be a part of this Counteroffer.]*

Purchase Price of Property to be Paid by Buyer: \$ _____	Seller's Monetary Contribution at Closing: \$ _____
Closing Date: <u>June 08, 2015</u>	Seller Retains Possession of Property Through: _____
Holder of Earnest Money ("Holder"): _____	Closing Law Firm: _____
Earnest Money: Earnest Money shall be paid by <input type="checkbox"/> check <input type="checkbox"/> cash <input type="checkbox"/> wire transfer of immediately available funds as follows: <input type="checkbox"/> 1. \$ _____ as of the Offer Date. <input type="checkbox"/> 2. \$ _____ within _____ days from the Binding Agreement Date. <input type="checkbox"/> 3. _____	
Property is being sold subject to a Due Diligence Period of _____ days from the Binding Agreement Date.	

**E. Other Modifications to the Original Offer:**

Additional pages  are or  are not attached.

**Time Limit of this Counteroffer:** This Counteroffer, which incorporates and controls over the Original Offer, shall expire at 10 o'clock a.m. on the date of 04/26/2015 unless prior to that time it is accepted in writing and notice (as that term is defined in the Original Offer) is delivered to the party who made the Counteroffer.