This Counter Offer Addendum is an offer to buy or sell property. Carefully read the terms of this counter offer and the terms of any document referenced as part of this counter offer. If they are not completely acceptable to you, you may continue negotiations or reject this counter offer. If you desire to continue negotiations, a new Counter Offer Addendum should be prepared, and this Counter Offer Addendum should not be signed. The unsigned Counter Offer Addendum will not become a part of any agreement ultimately signed by all parties and should be kept in the licensee’s permanent files. ONLY THOSE CHANGES NOTED ON THE FINAL ACCEPTED COUNTER OFFER ALTER THE ORIGINAL OFFER AND ALL OTHER TERMS OF THE ORIGINAL OFFER REMAIN INTACT. To reject this counter offer, do not sign it.

THIS CONTRACT WILL NOT BE EFFECTIVE UNTIL THE BROKERAGE RELATIONSHIP DISCLOSURE PARAGRAPH OF THE CONTRACT HAS BEEN SIGNED BY ALL PARTIES; SELLER COMPLETES AND BUYER AND SELLER HAVE SIGNED A SELLER’S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM (EXCEPT NEW HOME SALE CONTRACT) AND, IF APPLICABLE, A LEAD BASED PAINT DISCLOSURE ADDENDUM FOR THE PROPERTY.

SELLER: ________________________________

BUYER: _________________________________

PROPERTY: ________________________________

DATE OF INITIAL OFFER: ____________________

1. OFFER TO PURCHASE/SELL. The terms contained in this Addendum supersede those of the Initial Offer (consisting of the documents indicated below) submitted on the date referenced above, and together with the remaining unchanged terms of the Initial Offer, constitute a new Offer to Purchase or Sell the Property described herein. (Check applicable boxes):

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2. PURCHASE PRICE.

   Check applicable box: ☐ Changed from original Contract (section must be completed)
   ☐ Same as original Contract (refer to original Contract)

The Purchase Price for the Property is: ........................................... $______________

   a. Earnest Money will be delivered to Listing Agent or Escrow Agent within _____ calendar days (two (2) if left blank) of the Effective Date and must comply with state laws as defined in the Earnest Money and Additional Deposits paragraph of this Contract.

      If not received as specified, SELLER may cancel this Contract by written notice.

   b. Earnest Money in the form of: (Check one)

      ☐ Personal Check OR ☐ Other __________________________ $______________

      Deposited with: ____________________________________________

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BUYER acknowledges that funds payable to and held by SELLER WILL NOT be held subject to the terms of the Earnest Money and Additional Deposits paragraph and may not be refundable.

For new home construction only: (Check one)

- refundable
- non-refundable

c. Additional Earnest Money will be delivered on or before ________________________________.$____________________ (c)
   - Personal check OR  Other __________________________

Deposited with: __________________________________________

BUYER acknowledges that funds payable to and held by SELLER WILL NOT be held subject to the terms of the Earnest Money and Additional Deposits paragraph and may not be refundable.

For new home construction only: (Check one)

- refundable
- non-refundable

d. Total Amount Financed by BUYER (Zero ($0) if Cash Sale)
   (not including financed mortgage insurance premiums, VA Funding Fee or other closing costs, if any) ________________________________.$____________________ (d)

  e. Balance of Purchase Price to be paid in CERTIFIED FUNDS
   Purchase Price (less b, c & d of this paragraph) on or before the Closing Date. ________________________________.$____________________ (e)
   - Includes Lender(s) approved down payment assistance.

3. TOTAL ADDITIONAL SELLER EXPENSES:
   Check applicable box:
   - Changed from original Contract (section must be completed)
   - Same as original Contract (refer to original Contract)

a. Additional SELLER paid costs. In addition to any other costs SELLER agreed to pay herein, SELLER agrees to pay other allowable closing costs permitted by Lender(s) and/or prepaid items for BUYER, not to exceed: ________________________________.$____________________

b. Costs Not Payable by BUYER. Some lending programs may prohibit a BUYER from paying certain closing-related costs. SELLER agrees to pay all costs associated with obtaining the BUYER’S loan(s) which the program rules will not permit the BUYER to pay, not to exceed: ________________________________.$____________________

   TOTAL ADDITIONAL SELLER EXPENSES NOT TO EXCEED ________________________________.$____________________

4. CLOSING AND POSSESSION.
   Check applicable box:
   - Changed from original Contract (section must be completed)
   - Same as original Contract (refer to original Contract)

   Closing will be on or before _______________ (“Closing Date”).

   Possession will be on or before _______________ (“Possession Date”) at ____ o’clock ____ m., (if left blank, the Possession Date will be 5:00 P.M. on the Closing Date).

   When all documents and funds have been executed and delivered into escrow with the title company(s) or other Closing Agent(s), the Closing will be completed.
BUYER must not occupy the Property or place personal property in or on it prior to completion of the Closing and disbursement or availability of SELLER’S proceeds, if any, unless otherwise agreed upon in writing by the BUYER and the SELLER.

5. BASE CONTRACT–Paragraph #_____ or □ ___________________ Addendum–Paragraph #_____ is changed as follows:

6. BASE CONTRACT–Paragraph #_____ or □ ___________________ Addendum–Paragraph #_____ is changed as follows:

7. BASE CONTRACT–Paragraph #_____ or □ ___________________ Addendum–Paragraph #_____ is changed as follows:

8. □ ADDITIONAL TERMS. (Check if applicable) The _____ additional pages attached to this Counter Offer Addendum contain terms and conditions which are an integral part of this Contract.

9. EXPIRATION. This Counter Offer must be accepted on or before __________________________ (five (5) days from the earliest signature below, if left blank) at __________ o’clock _____ m. (11:59 p.m., if left blank) unless accepted or withdrawn before expiration. Until this Counter Offer has been accepted in writing, the parties understand either party may withdraw such party’s offer to buy or sell the Property. This expiration date will supersede all prior expiration dates.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.

If not understood, consult an attorney before signing.

All parties agree that this transaction can be conducted by electronic means, including email, according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.

SELLER hereby authorizes Closing Agent to obtain payoff information from SELLER’S Lender.

_________________________ __________________________
SELLER DATE BUYER DATE
BROKERAGE

ADDRESS

Name of Licensee assisting Seller
(Please Print)

Name of Licensee assisting Buyer
(Please Print)

Listing Licensee’s Contact #  Brokerage Contact #

Selling Licensee’s Contact #  Brokerage Contact #

Listing Licensee’s Email Address

Selling Licensee’s Email Address

DATE OF FINAL ACCEPTANCE, THE “EFFECTIVE DATE” IS: ________________________________
(Effective Date to be completed by Licensee who is assisting the party who has signed last)

TO BE COMPLETED BY LICENSEE UPON ☐ SELLER’S ☐ BUYER’S REJECTION OF THIS COUNTER OFFER:
Licensee acknowledges receipt of this counter offer and has made a presentation to the
☐ SELLER  ☐ BUYER on ___________ __________.
(Date) (Time)

By: ____________________________________  ____________________________________
Licensee assisting Seller  Licensee assisting Buyer

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 09/17. All previous versions of this document may no longer be valid. Copyright January 2018.