CONTRACT CHANGE GUIDE

A Complete Guide to Contract Form Changes Effective Jan 1, 2027

2027

OKLAHOMA
Real Estate Commission

OREC.OK.GOV

TABLE OF CONTENTS

03 About the Contract Forms Committee

04 Submissions

05 Commercial Forms Task Force

06 Residential Property Condition Disclosure (Appendix A)

07 Residential Sale

10 Vacant Lot or Tract

19 Land With or Without Dwelling

29 New Home Construction

39 Farm and Ranch

41 Counteroffer Form (NEW)

42 Listing Agreement

44 Conditioned on Sale - Not Under Contract

45 Conventional Loan

48 FHA Loan

51 VA Loan

54 USDA Rural Loan

57 Native American Loan

60 Land Financing Supplement

63 Assumption of Loan

64 Property Management Forms

65 Residential Lease Agreement

66 Residential Property Management and Exclusive Right to Lease

67 New Forms

ABOUT THE COMMITTEE

The Contract Forms Committee was established by the legislature in 2001, for the purpose of creating real estate contracts and related addenda for use by real estate licensees.

The Committee consists of a total of 13 members: five (5) appointed by the Oklahoma Real Estate Commission; three (3) appointed by the Oklahoma Bar Association; and five (5) members appointed by the Oklahoma Association of Realtors.

The 2026 members are as follows:

Oklahoma Association of Realtors©
Don Lorg
Charles McBride
Victoria Caldwell
Scott Ward
Geoffrey Long

Oklahoma Bar Association
Kelly Kinser
Max Nowakowski
Chris Carter

Oklahoma Real Estate Commission
Don Beach
Martin VanMeter
Jackie Foos
Ann Ballew
Connie Campbell

OREC Staff
Riece Baker
Arden Nerius
Patrick Schrank
Bailey Crotty

The Contract Forms Committee extends a special thank you to the GTAR and OKCMAR volunteers that assisted with this year's contract form changes.

For questions, comments, or suggestions, please contact us at help@orec.ok.gov

SUBMISSIONS

A special thank you to all licensees, attorneys, title company associates, lenders, and other stakeholders who submitted contract form change suggestions this year:

Abby Staab
Amy J. Baker
April Peterson
Charlotte Greganti
Christina Franklin
Claude Coleman
Darrell & Bonita Dickenson
Doug Eckert
Erika Jones
Erin Burns
Geoffrey Long
Heidi Williams
Jan Gordon
Jasmine Coulter
Jeff Coleman
Jenna Medlock
Jennifer Cody
Jessica Swaffar
Joseff Heard
Kathy Fowler
Kim Tyler
Larry Miller
Lisa Hawkins
Luke Rentz
Makayla Ellifritz
Mary Ann Huggans
Megan Graves
Michael Urie
Michelle Denton
Mikeal Goff
Omar Anchondo Ramirez
Orlando Dumalag
Pam Self
Patrick Schrank
Stacey Quinton
Stephanie Stanley
Thomas Stepanski Jr
Tiffani Alderson
Tina Berryhill

COMMERCIAL TASK FORCE

A special thank you to all of our commercial brokers, associates, and attorneys that worked on the new commercial forms:

Kelly Kinser
Kari Hoffhines
Patrick Arie
Dr. David Chapman
Jeff Norman
Josh Gerig
Tyler Huxley
Julie Buxton
Jim Parrack
Vicki Patterson
Amir Shams
Andrew Holder
Bill Richert
Ed Zinnamon

RESIDENTIAL PROPERTY CONDITION DISCLOSURE (APPENDIX A)

CHANGE #1, PAGE 1 & 2

UPDATED VERSION:

			Working	
Sprinkler System				
Swimming Pool				
Hot Tub/Spa				
Water Heater ☐ Electric ☐ Gas ☐ Solar ☐ Tank ☐ Tankless Approximate age of water heater, if known: _____ years # of units _____				
Water Purifier				
Water Softener ☐ Leased ☐ Owned				
Sump Pump				
Plumbing				
Whirlpool Tub				
Sewer System ☐ Public ☐ Private If private, select type: ☐ Septic/Aerobic ☐ Septic/Lateral Lines ☐ Septic/Lagoon				
Air Conditioning System ☐ Electric ☐ Gas ☐ Heat Pump Approximate age of system, if known: _____ years # of units _____				
Window Air Conditioner(s)				
Fireplaces				
Heating System ☐ Electric ☐ Gas ☐ Heat Pump Approximate age of system, if known: _____ years # of units _____				
Humidifier				
Gas Supply ☐ Public ☐ Propane ☐ Butane				
Propane Tank ☐ Leased ☐ Owned				

SUMMARY OF CHANGE:

Added
Water Heater - Tank / Tankless option, approximate age, and number of units
Air Conditioning System - approximate age and number of units
Heating System - approximate age and number of units

Removed
Attic Fan, Ceiling Fans, Trash Compactor, and Intercom

RESIDENTIAL SALE

CHANGE #1, PAGE 2 - PARAGRAPH 7

PREVIOUS VERSION:

7. INVESTIGATIONS, INSPECTIONS AND REVIEWS.

A. Buyer shall have _____ days (10 days if left blank) after the Time Reference Date to complete any investigations, inspections, and reviews. Seller shall have water, gas and electricity turned on and serving the Property for Buyer's inspections, and through the date of possession or Closing, whichever occurs first. If required by ordinance, Seller, or Seller's Broker, if applicable, shall deliver to Buyer, in care of Buyer's Broker, if applicable, within five (5) days after the Time Reference Date any written notices affecting the Property.

UPDATED VERSION:

7. INVESTIGATIONS, INSPECTIONS and REVIEWS.

A. Buyer shall have _____ days (10 days if left blank) after the Time Reference Date to complete any investigations, inspections, and reviews. Seller shall have water, gas and electricity turned on and serving the Property for Buyer's inspections, and through the date of possession or Closing, whichever occurs first. If required by ordinance, Seller, or Seller's Broker, if applicable, shall deliver to Buyer, in care of Buyer's Broker, if applicable, within five (5) days after the Time Reference Date any written notices affecting the Property.

SUMMARY OF CHANGE: Increased size of date fillable field for licensees that modify to business days instead of calendar days

RESIDENTIAL SALE

CHANGE #2, PAGE 6 - PARAGRAPH 21

PREVIOUS VERSION:

UPDATED VERSION:

21. BUYER'S BROKER COMPENSATION. Upon successful closing of the sale of the Property described in section 1 of this Agreement, Buyer and Seller agree that Seller shall compensate Buyer's Broker for professional services as follows:

- Buyer and Seller authorize payment to Buyer's Broker from Seller in the amount of $_____ or ____% of the final gross sales price. Said Compensation shall be included in the final sales price of the Property, and it shall be due and payable upon closing.

SUMMARY OF CHANGE: Buyer Broker Compensation negotiation paragraph added directly in contract to replace use of Cooperative Compensation Supplement

RESIDENTIAL SALE

CHANGE #3, PAGE 7 - PARAGRAPH 23

PREVIOUS VERSION:

UPDATED VERSION:

Buyer's Signature

Seller's Signature

Seller(s) does not sign if submitting a counteroffer.

SUMMARY OF CHANGE: Additional sentence clarifying that Seller does not sign purchase contract if submitting counteroffer

VACANT LOT OR TRACT

CHANGE #1, PAGE 1

PREVIOUS VERSION:

OKLAHOMA REAL ESTATE COMMISSION
This is a legally binding Contract; if not understood, seek advice from an attorney.
VACANT LOT OR TRACT

UPDATED VERSION:

OKLAHOMA REAL ESTATE COMMISSION
This is a legally binding Contract; if not understood, seek advice from an attorney.
OKLAHOMA UNIFORM CONTRACT OF SALE OF REAL ESTATE
VACANT LOT OR TRACT

SUMMARY OF CHANGE: Added "Oklahoma Uniform Contract of Sale of Real Estate" to the form title

VACANT LOT OR TRACT

CHANGE #2, PAGE 1

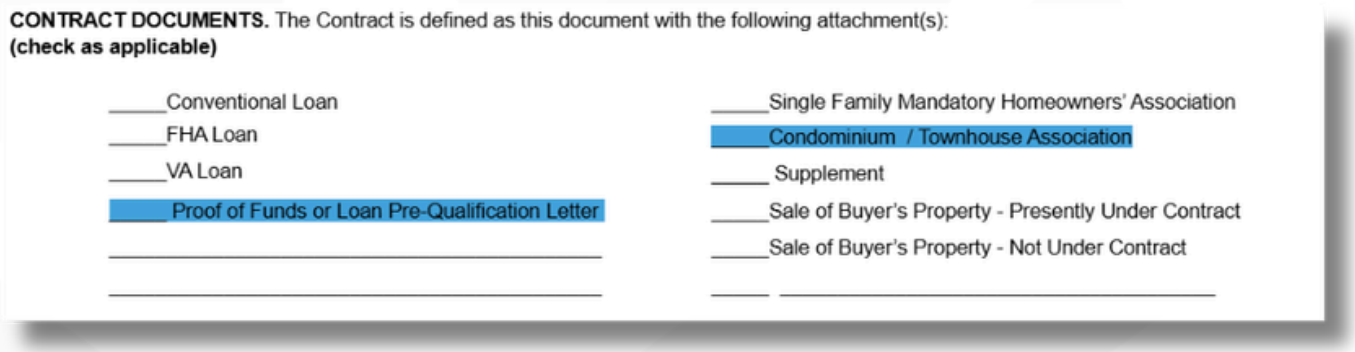
PREVIOUS VERSION:



__ Conventional Loan
__ FHA Loan
__ VA Loan
__ _____
__ _____
__ _____

__ Single Family Mandatory Homeowners' Association
__ Condominium Association
__ Townhouse Association
__ Supplement
__ Sale of Buyer's Property - Presently Under Contract
__ Sale of Buyer's Property - Not Under Contract

UPDATED VERSION:



CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s):
(check as applicable)

_____Conventional Loan
_____FHA Loan
_____VA Loan
_____Proof of Funds or Loan Pre-Qualification Letter
_____
_____

_____Single Family Mandatory Homeowners' Association
_____Condominium / Townhouse Association
_____ Supplement
_____Sale of Buyer's Property - Presently Under Contract
_____Sale of Buyer's Property - Not Under Contract
_____ _____

SUMMARY OF CHANGE: Added Proof of Funds / Loan Pre-Qualification Letter and Modified Name of Condominium / Townhouse form

VACANT LOT OR TRACT

CHANGE #3 - PAGE 1

PREVIOUS VERSION:

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

UPDATED VERSION:

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. "Delivery" shall mean the date any notice or Communication required in this Contract is (i) hand delivered to a Party's broker at the address listed in this Contract; (ii) emailed to a Party's broker at the email address listed in this contract; (iii) uploaded or electronically submitted to a website, or; (iv) provided to a Party's broker through any other agreed upon method. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

SUMMARY OF CHANGE: Added definition of Delivery

VACANT LOT OR TRACT

CHANGE #4 - PAGE 2, PARAGRAPH 3

PREVIOUS VERSION:

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be either cash, cashier's check or wire transfer.

UPDATED VERSION:

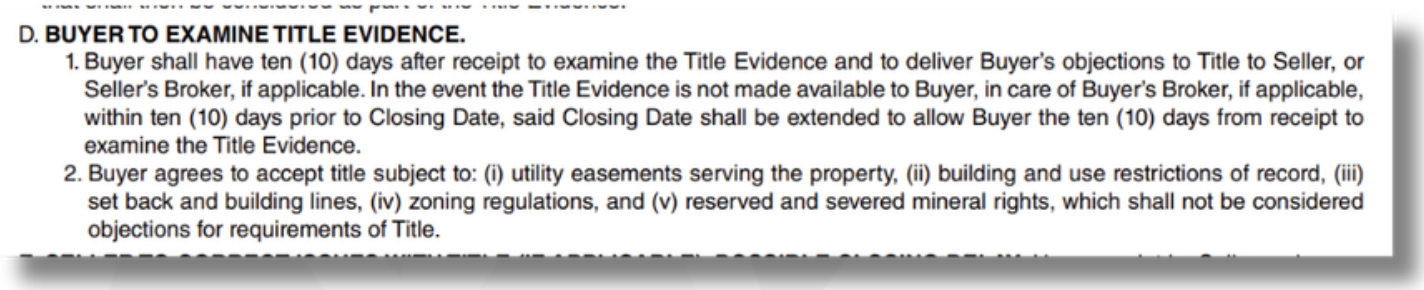
In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be paid by either cash, cashier's check or wire transfer.

SUMMARY OF CHANGE: Added clarifying language regarding Closing funds

VACANT LOT OR TRACT

CHANGE #5 - PAGE 5, PARAGRAPH 11

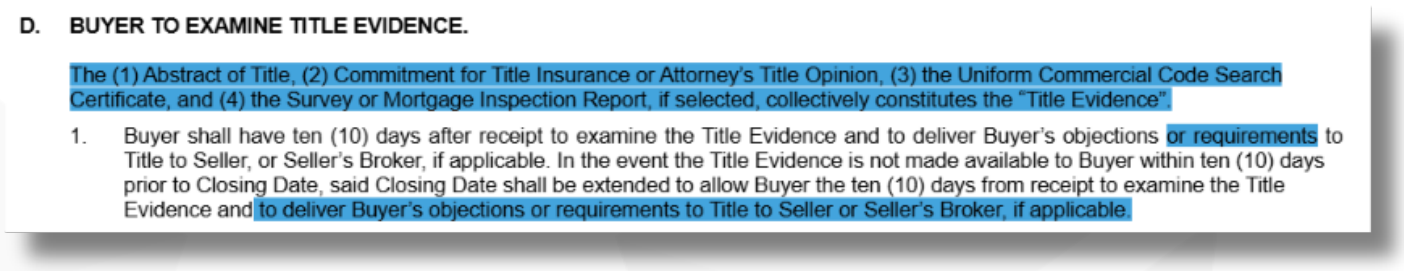
PREVIOUS VERSION:



D. **BUYER TO EXAMINE TITLE EVIDENCE.**

1. Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections to Title to Seller, or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer, in care of Buyer's Broker, if applicable, within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence.
2. Buyer agrees to accept title subject to: (i) utility easements serving the property, (ii) building and use restrictions of record, (iii) set back and building lines, (iv) zoning regulations, and (v) reserved and severed mineral rights, which shall not be considered objections for requirements of Title.

UPDATED VERSION:



D. **BUYER TO EXAMINE TITLE EVIDENCE.**

The (1) Abstract of Title, (2) Commitment for Title Insurance or Attorney's Title Opinion, (3) the Uniform Commercial Code Search Certificate, and (4) the Survey or Mortgage Inspection Report, if selected, collectively constitutes the "Title Evidence".

1. Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections or requirements to Title to Seller, or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence and to deliver Buyer's objections or requirements to Title to Seller or Seller's Broker, if applicable.

SUMMARY OF CHANGE: Defined Title Evidence. Added language to clarify Buyer may have Title Evidence requirements. Added language to clarify Buyer is also allowed an extension to deliver their objections or requirements to Seller or Seller's broker.

VACANT LOT OR TRACT

CHANGE #6 - PAGE 5, PARAGRAPH 11

PREVIOUS VERSION:

1. At Seller's option and expense, Seller may cure title requirements identified by Buyer; and
2. Delay Closing Date for _____ days [thirty (30) days if blank], or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that title requirements are not cured within the time specified in this Paragraph, the Buyer may cancel the Contract and receive a refund of earnest money.

UPDATED VERSION:

At Seller's option and expense, Seller may cure title requirements identified by Buyer; and

Delay Closing Date for _____ days (30 days if left blank), beyond the Closing Date referenced in Paragraph 3, or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's Title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that Title requirements are not cured within the time specified in this subparagraph, the Buyer may cancel the Contract and Seller and Buyer authorize the holder of the Earnest Money to release the Earnest Money to the Buyer and the Contract shall terminate.

SUMMARY OF CHANGE: Added language clarifying that extension related to curing Title requirements is extension from Closing Date referenced in Paragraph 3

VACANT LOT OR TRACT

CHANGE #7 - PAGE 5, PARAGRAPH 16

PREVIOUS VERSION:

A. UPON BREACH BY SELLER. If the Buyer performs all of the obligations of Buyer, and Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to: (i) terminate this Contract upon delivery of written notice of termination to Seller, or Seller's Broker, if applicable, return the abstract to Seller and receive a refund of the Earnest Money, or (ii) pursue any other remedy available at law or in equity, including specific performance.

B. UPON BREACH BY BUYER. If at any time prior to closing the Buyer's Earnest Money should fail for lack of delivery or lack of collection pursuant to Paragraph 2, then Seller may, at Seller's option, elect to do one of the following: (i) terminate this Contract upon delivery of written notice of termination to Buyer, or Buyer's Broker, if applicable, (ii) pursue any other remedy available at law or in equity, or (iii) enter into a written agreement between Buyer and Seller modifying the terms of Paragraph 2 to cure the lack of delivery or lack of collection of the Earnest Money. If, after the Seller has performed Seller's obligation under this Contract, and Buyer fails to provide funding, or fails to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer, but not to exceed 5% of the purchase price, as liquidated damages, or pursue any other remedy available at law or in equity, including specific performance.

UPDATED VERSION:

A. **UPON BREACH BY SELLER.** If the Buyer performs all of the obligations of Buyer, and Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to: (i) terminate this Contract upon delivery of written notice of termination to Seller, or Seller's Broker, if applicable, return the abstract to Seller and receive a refund of the Earnest Money, or (ii) pursue any other remedy available at law or in equity, including specific performance.

B. **UPON BREACH BY BUYER.** If at any time prior to closing the Buyer's Earnest Money should fail for lack of delivery or lack of collection pursuant to Paragraph 2, then Seller may, at Seller's option, elect to do one of the following: (i) terminate this Contract upon delivery of written notice of termination to Buyer, or Buyer's Broker, if applicable, (ii) pursue any other remedy available at law or in equity, or (iii) enter into a written agreement between Buyer and Seller modifying the terms of Paragraph 2 to cure the lack of delivery or lack of collection of the Earnest Money. If, after the Seller has performed Seller's obligation under this Contract, and Buyer fails to provide funding, or fails to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer, but not to exceed 5% of the purchase price, as liquidated damages, or pursue any other remedy available at law or in equity, including specific performance.

SUMMARY OF CHANGE: Added language that Buyer must provide written notice of termination to Seller if Seller breaches the Contract and Buyer terminates the Contract

VACANT LOT OR TRACT

CHANGE #8, PAGE 5 - PARAGRAPH 21

PREVIOUS VERSION:

UPDATED VERSION:

21. BUYER'S BROKER COMPENSATION. Upon successful closing of the sale of the Property described in section 1 of this Agreement, Buyer and Seller agree that Seller shall compensate Buyer's Broker for professional services as follows:

- Buyer and Seller authorize payment to Buyer's Broker from Seller in the amount of $_____ or ____% of the final gross sales price. Said Compensation shall be included in the final sales price of the Property, and it shall be due and payable upon closing.

SUMMARY OF CHANGE: Buyer Broker Compensation negotiation paragraph added directly in contract to replace use of Cooperative Compensation Supplement

VACANT LOT OR TRACT

CHANGE #9, PAGE 6 - PARAGRAPH 23

PREVIOUS VERSION:

UPDATED VERSION:

Buyer's Signature

Seller's Signature

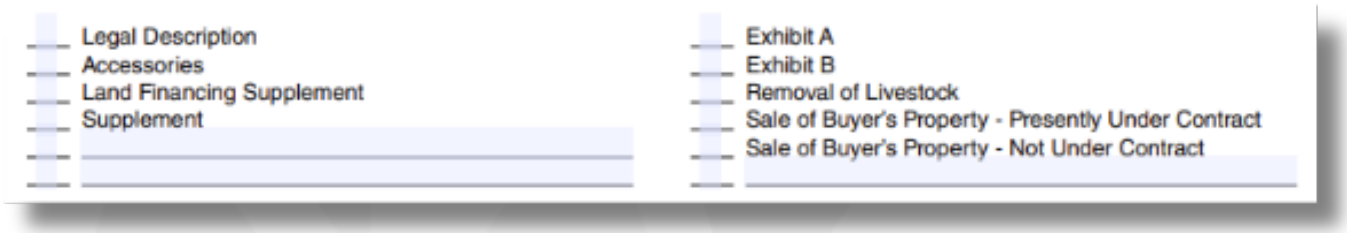
Seller(s) does not sign if submitting a counteroffer.

SUMMARY OF CHANGE: Additional sentence clarifying that Seller does not sign purchase contract if submitting counteroffer

LAND (WITH OR WITHOUT DWELLING)

CHANGE #1 - PAGE 1

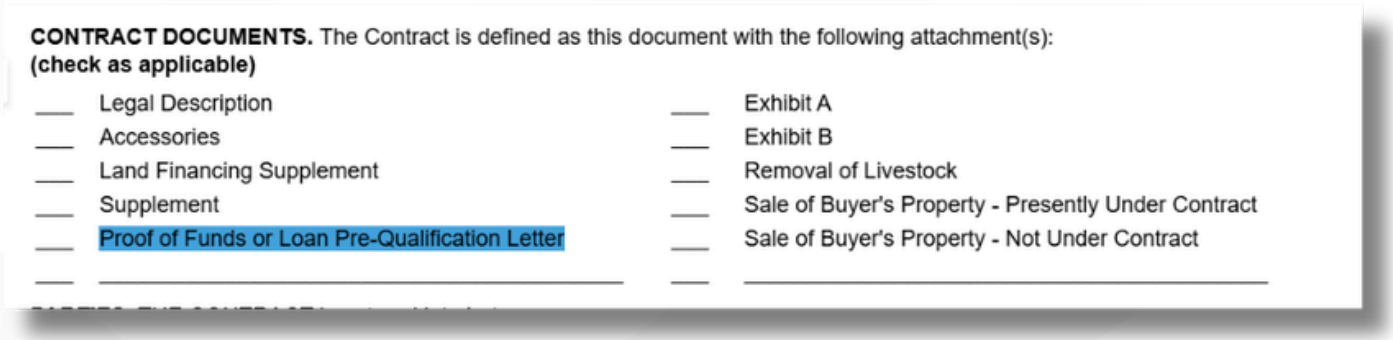
PREVIOUS VERSION:



___ Legal Description
___ Accessories
___ Land Financing Supplement
___ Supplement
___ _____
___ _____

___ Exhibit A
___ Exhibit B
___ Removal of Livestock
___ Sale of Buyer's Property - Presently Under Contract
___ Sale of Buyer's Property - Not Under Contract
___ _____

UPDATED VERSION:



CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s):
(check as applicable)

___ Legal Description
___ Accessories
___ Land Financing Supplement
___ Supplement
___ Proof of Funds or Loan Pre-Qualification Letter
___ _____

___ Exhibit A
___ Exhibit B
___ Removal of Livestock
___ Sale of Buyer's Property - Presently Under Contract
___ Sale of Buyer's Property - Not Under Contract
___ _____

SUMMARY OF CHANGE: Added Proof of Funds / Loan Pre-Qualification Letter

LAND (WITH OR WITHOUT DWELLING)

CHANGE #2 - PAGE 1

PREVIOUS VERSION:

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

UPDATED VERSION:

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. "Delivery" shall mean the date any notice or Communication required in this Contract is (i) hand delivered to a Party's broker at the address listed in this Contract; (ii) emailed to a Party's broker at the email address listed in this contract; (iii) uploaded or electronically submitted to a website, or; (iv) provided to a Party's broker through any other agreed upon method. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

SUMMARY OF CHANGE: Added definition of Delivery

LAND (WITH OR WITHOUT DWELLING)

CHANGE #3 - PAGE 3, PARAGRAPH 3

PREVIOUS VERSION:

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be either cash, cashier's check or wire transfer.

UPDATED VERSION:

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be paid by either cash, cashier's check or wire transfer.

SUMMARY OF CHANGE: Added clarifying language regarding Closing funds

LAND (WITH OR WITHOUT DWELLING)

CHANGE #4 - PAGE 3, PARAGRAPH 4

PREVIOUS VERSION:

- Windmills
- Barns
- Pens
- Fences
- Sheds
- Outbuildings
- Gates

GENERAL ACCESSORIES

- Attic and ceiling fan(s)
- Bathroom mirror(s)
- Other mirrors, if attached
- Central vacuum & attachments
- Floor coverings, if attached
- Key(s) to the property
- Built-in and under cabinet/ counter appliance(s)
- Free standing slide-in/drop-in kitchen stove
- Built-in sound system(s)/ speaker(s)
- Lighting & light fixtures
- Fire, smoke and security system(s), if owned
- Shelving, if attached
- Fireplace inserts, logs, grates, doors and screens
- Free standing heating unit(s)
- Humidifier(s), if attached
- Water conditioning systems, if owned
- Window treatments & coverings, interior & exterior Storm windows, screens & storm doors
- Garage door opener(s) & remote transmitting unit(s)
- Fences (includes sub-surface electric & components)
- Mailboxes/Flag poles
- Outside cooking unit(s),if attached
- Propane tank(s) if owned
- TV antennas/satellite dish system(s) and control(s), if owned
- Sprinkler systems & control(s)
- Swimming Pool/Spa equipment/ accessories
- Attached recreational
- equipment
- Exterior landscaping and
- lighting
- Entry gate control(s)
- Water meter, sewer/trash membership, if owned
- All remote controls, if applicable
- Transferable Service Agreements and Product Warranties

UPDATED VERSION:

- Windmills
- Barns
- Pens
- Fences
- Sheds
- Outbuildings
- Gates

GENERAL ACCESSORIES

- Attic and ceiling fan(s)
- Bathroom mirror(s)
- Other mirrors, if attached
- Central vacuum & attachments
- Floor coverings, if attached
- Key(s) to the property
- Built-in and under cabinet/counter appliance(s)
- Built-in sound system(s)/speaker(s)
- Lighting & light fixtures
- Fire, smoke and security system(s), if owned
- Shelving, if attached
- Fireplace inserts, logs, grates, doors and screens
- Free standing heating unit(s)
- Humidifier(s), if attached
- Water conditioning systems, if owned
- Window treatments & coverings, interior & exterior
- Storm windows, screens& storm doors
- Garage door opener(s) & remote transmitting unit(s)
- Fences (includes sub-surface electric & components)
- attached
- Propane tank(s) if owned
- TV antennas/satellite dish system(s) and control(s), if owned
- Sprinkler systems & control(
- Swimming Pool/Spa equipment/ accessories
- Attached recreational equipment
- Exterior landscaping and lighting
- Entry gate control(s)
- Water meter, sewer/trash membership, if owned
- All remote controls, if applicable
- Transferable Service Agreements and Product Warranties
- Generators (if owned and attached)

SUMMARY OF CHANGE: Added generators to list of included accessories, equipment and systems

LAND (WITH OR WITHOUT DWELLING)

CHANGE #5 - PAGE 5, PARAGRAPH 7

PREVIOUS VERSION:

i. Buyer and Seller shall have _____ days (7 days if blank) after the Seller's or Seller's Broker, if applicable, receipt of the completed TRR form to negotiate the Treatment, Repair, or Replacement items. If a written agreement is reached, Seller shall complete all agreed Treatments, Repairs, or Replacements prior to the Closing Date at Seller's expense (unless otherwise agreed to in writing). If a written agreement is not reached within the time specified in this provision, the Contract shall terminate and the Earnest Money returned to the Buyer.

UPDATED VERSION:

i. Buyer and Seller shall have _____ days (7 days if blank) after the Buyer's or Buyer's Broker, if applicable, Delivery of the completed TRR form to negotiate the Treatment, Repair, or Replacement items. If a written agreement is reached, Seller shall complete all agreed Treatments, Repairs, or Replacements prior to the Closing Date at Seller's expense (unless otherwise agreed to in writing). If a written agreement is not reached within the time specified in this provision, Seller and Buyer authorize the holder of the Earnest Money, without any further written consent or authorization from either party, to release the Earnest Money to the Buyer and the Contract shall terminate. Buyer, at Buyer's sole option may deliver notice to Seller or Seller's Broker, if applicable, no later than the time specific in this provision that Buyer accepts the property in its present condition and will proceed to Closing and all other provisions of the Contract shall remain in full force and effect.

SUMMARY OF CHANGE: Capitalized Delivery to reference new definition of Delivery. Added language regarding the release of Earnest Money when a written agreement is not met for Treatment, Repair or Replacements. Added language regarding Buyer's option to accept Property in present condition.

LAND (WITH OR WITHOUT DWELLING)

CHANGE #6 - PAGE 7, PARAGRAPH 11

PREVIOUS VERSION:

The (1) Abstract of Title, (2) Commitment for Title Insurance or Attorney's Title Opinion, (3) the Uniform Commercial Code Search Certificate, and (4) the Survey or Mortgage Inspection Report, if selected, collectively constitutes the "Title Evidence".

D. BUYER TO EXAMINE TITLE EVIDENCE.

1. Buyer shall have _____(ten (10) days if left blank), after receipt to examine the Title Evidence and to deliver Buyer's objections to Title to Seller or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence.

UPDATED VERSION:

D. BUYER TO EXAMINE TITLE EVIDENCE.

The (1) Abstract of Title, (2) Commitment for Title Insurance or Attorney's Title Opinion, (3) the Uniform Commercial Code Search Certificate, and (4) the Survey or Mortgage Inspection Report, if selected, collectively constitutes the "Title Evidence".

1. Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections or requirements to Title to Seller, or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence and to deliver Buyer's objections or requirements to Title to Seller or Seller's Broker, if applicable.

SUMMARY OF CHANGE: Defined Title Evidence. Added language to clarify Buyer may have Title Evidence requirements. Added language to clarify Buyer is also allowed an extension to deliver their objections or requirements to Seller or Seller's broker.

LAND (WITH OR WITHOUT DWELLING)

CHANGE #7 - PAGE 7, PARAGRAPH 11

PREVIOUS VERSION:

1. At Seller's option and expense, Seller may cure title requirements identified by Buyer; and
2. Delay Closing Date for _____ days (thirty (30) days if blank), or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's Title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that Title requirements are not cured within the time specified in this subparagraph, the Buyer may cancel the Contract and Seller and Buyer authorize the holder of the Earnest Money to release the Earnest Money to the Buyer and the Contract shall terminate.

UPDATED VERSION:

At Seller's option and expense, Seller may cure title requirements identified by Buyer; and

Delay Closing Date for _____ days (30 days if left blank), beyond the Closing Date referenced in Paragraph 3, or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's Title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that Title requirements are not cured within the time specified in this subparagraph, the Buyer may cancel the Contract and Seller and Buyer authorize the holder of the Earnest Money to release the Earnest Money to the Buyer and the Contract shall terminate.

SUMMARY OF CHANGE: Added language clarifying that extension related to curing Title requirements is extension from Closing Date referenced in Paragraph 3

LAND (WITH OR WITHOUT DWELLING)

CHANGE #8 - PAGE 7, PARAGRAPH 18

PREVIOUS VERSION:

A. UPON BREACH BY SELLER. If the Buyer performs all of the obligations of Buyer, and Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to: (i) terminate this Contract, return the abstract to Seller and receive a refund of the Earnest Money, or (ii) pursue any other remedy available at law or in equity, including specific performance.

UPDATED VERSION:

A. **UPON BREACH BY SELLER.** If the Buyer performs all of the obligations of Buyer, and Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to: (i) terminate this Contract upon delivery of written notice of termination to Seller, or Seller's Broker, if applicable, return the abstract to Seller and receive a refund of the Earnest Money, or (ii) pursue any other remedy available at law or in equity, including specific performance.

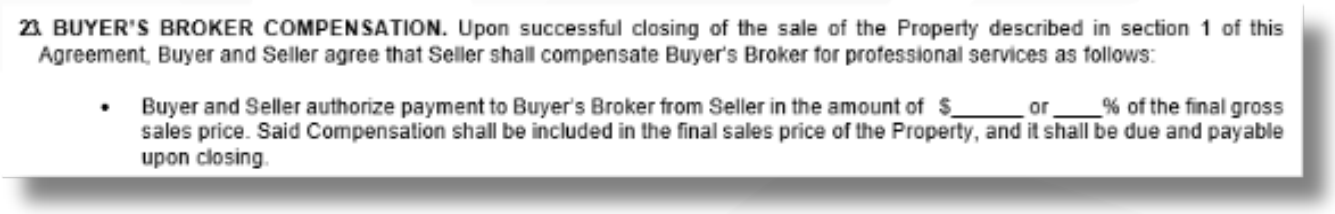
SUMMARY OF CHANGE: Added language that Buyer must provide written notice of termination to Seller if Seller breaches the Contract and Buyer terminates the Contract

LAND WITH / WITHOUT DWELLING

CHANGE #9 - PAGE 8 - PARAGRAPH 21

PREVIOUS VERSION:

UPDATED VERSION:



21. BUYER'S BROKER COMPENSATION. Upon successful closing of the sale of the Property described in section 1 of this Agreement, Buyer and Seller agree that Seller shall compensate Buyer's Broker for professional services as follows:

- Buyer and Seller authorize payment to Buyer's Broker from Seller in the amount of $_____ or ____% of the final gross sales price. Said Compensation shall be included in the final sales price of the Property, and it shall be due and payable upon closing.

SUMMARY OF CHANGE: Buyer Broker Compensation negotiation paragraph added directly in contract to replace use of Cooperative Compensation Supplement

LAND WITH OR WITHOUT DWELLING

CHANGE #10 - PAGE 9 - PARAGRAPH 25

PREVIOUS VERSION:

UPDATED VERSION:

Buyer's Signature

Seller's Signature

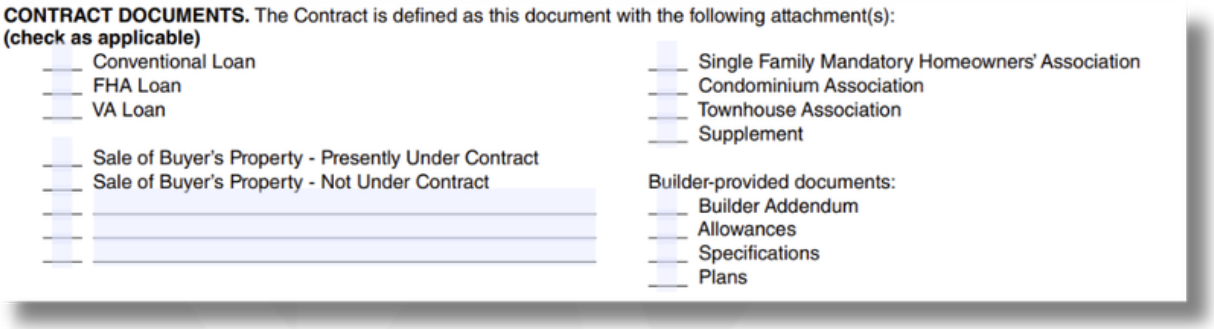
Seller(s) does not sign if submitting a counteroffer.

SUMMARY OF CHANGE: Additional sentence clarifying that Seller does not sign purchase contract if submitting counteroffer

NEW HOME CONSTRUCTION

CHANGE #1 - PAGE 1

PREVIOUS VERSION:



CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s):
(check as applicable)

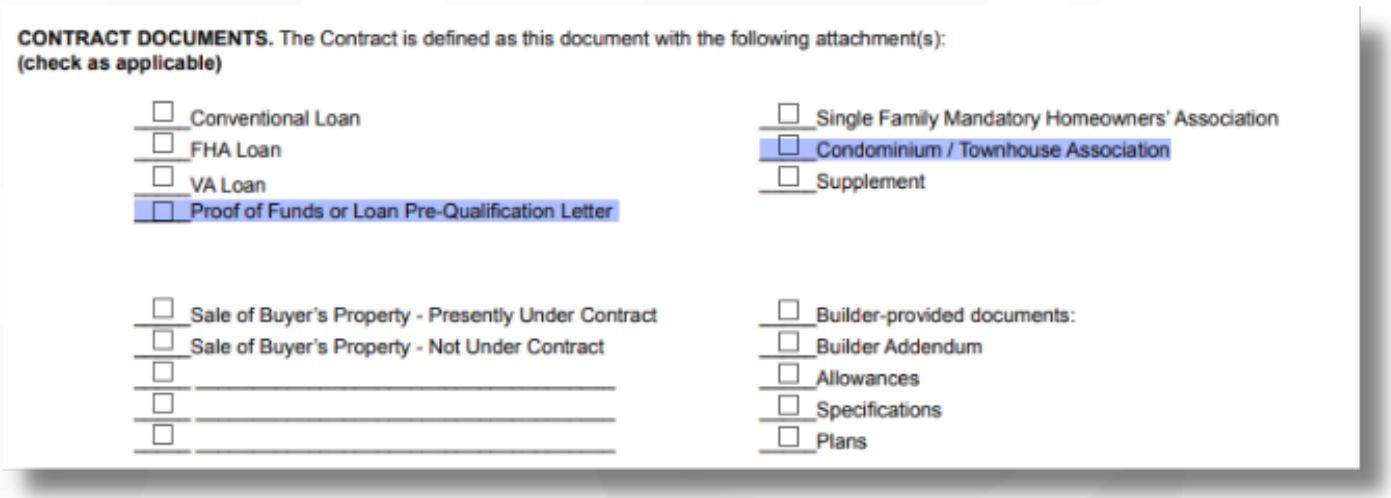
___ Conventional Loan
___ FHA Loan
___ VA Loan

___ Sale of Buyer's Property - Presently Under Contract
___ Sale of Buyer's Property - Not Under Contract
___ _____
___ _____
___ _____

___ Single Family Mandatory Homeowners' Association
___ Condominium Association
___ Townhouse Association
___ Supplement

Builder-provided documents:
___ Builder Addendum
___ Allowances
___ Specifications
___ Plans

UPDATED VERSION:



CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s):
(check as applicable)

☐ Conventional Loan
☐ FHA Loan
☐ VA Loan
☐ Proof of Funds or Loan Pre-Qualification Letter

☐ Sale of Buyer's Property - Presently Under Contract
☐ Sale of Buyer's Property - Not Under Contract
☐ _____
☐ _____
☐ _____

☐ Single Family Mandatory Homeowners' Association
☐ Condominium / Townhouse Association
☐ Supplement

☐ Builder-provided documents:
☐ Builder Addendum
☐ Allowances
☐ Specifications
☐ Plans

SUMMARY OF CHANGE: Added Proof of Funds / Loan Pre-Qualification Letter and Modified Name of Condominium / Townhouse form

NEW HOME CONSTRUCTION

CHANGE #2 - PAGE 1

PREVIOUS VERSION:

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

UPDATED VERSION:

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. "Delivery" shall mean the date any notice or Communication required in this Contract is (i) hand delivered to a Party's broker at the address listed in this Contract; (ii) emailed to a Party's broker at the email address listed in this contract; (iii) uploaded or electronically submitted to a website, or; (iv) provided to a Party's broker through any other agreed upon method. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

SUMMARY OF CHANGE: Added definition of Delivery

NEW HOME CONSTRUCTION

CHANGE #3 - PAGE 3 - PARAGRAPH 3

PREVIOUS VERSION:

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be either cash, cashier's check or wire transfer.

UPDATED VERSION:

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be paid by either cash, cashier's check or wire transfer.

SUMMARY OF CHANGE: Added clarifying language regarding Closing funds

NEW HOME CONSTRUCTION

CHANGE #4 - PAGE 3 - PARAGRAPH 5

PREVIOUS VERSION:

C. Buyer, or Buyer's Broker, if applicable, within 24-hours after expiration of the time period referenced in Paragraph 5A of the Contract, shall deliver to Seller, in care of the Seller's Broker, if applicable, a copy of all written reports obtained by Buyer, if any, pertaining to the Property. If any results of Buyer's investigation, inspections, or reviews are unsatisfactory to Buyer, then, if applicable, Buyer shall deliver to Seller, in care of Seller's Broker, if applicable, a written list of those unsatisfactory items as indicated on the Notice of Treatments, Repairs and Replacements form. Buyer and Seller shall have _____ days (3 days if left blank) to negotiate a resolution to the unsatisfactory item(s). If a written agreement is not reached between the Buyer and Seller within the time specified within this provision, the Contract shall become null and void and earnest money returned to Buyer.

UPDATED VERSION:

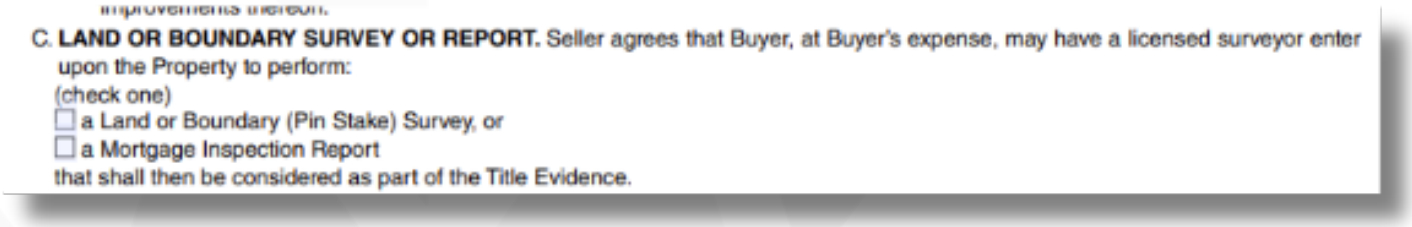
C. Buyer, or Buyer's Broker, if applicable, within 24-hours after expiration of the time period referenced in Paragraph 5A of the Contract, shall deliver to Seller, in care of the Seller's Broker, if applicable, a copy of all written reports obtained by Buyer, if any, pertaining to the Property. If any results of Buyer's investigation, inspections, or reviews are unsatisfactory to Buyer, then, if applicable, Buyer shall deliver to Seller, in care of Seller's Broker, if applicable, a written list of those unsatisfactory items as indicated on the Notice of Treatments, Repairs and Replacements form. Buyer and Seller shall have_____ days (3 days if left blank) after the Buyer's or Buyer's Broker, if applicable, Delivery of the completed TRR form to negotiate the Treatment, Repair, or Replacement items. If a written agreement is reached, Seller shall complete all agreed Treatments, Repairs, or Replacements prior to the Closing Date at Seller's expense (unless otherwise agreed to in writing). If a written agreement is not reached within the time specified in this provision, Seller and Buyer authorize the holder of the Earnest Money, without any further written consent or authorization from either party, to release the Earnest Money to the Buyer and the Contract shall terminate. Buyer, at Buyer's sole option may deliver notice to Seller or Seller's Broker, if applicable, no later than the time specific in this provision that Buyer accepts the property in its present condition and will proceed to Closing and all other provisions of the Contract shall remain in full force and effect.

SUMMARY OF CHANGE: Capitalized Delivery to reference new definition of Delivery. Added language regarding the release of Earnest Money when a written agreement is not met for Treatment, Repair or Replacements. Added language regarding Buyer's option to accept Property in present condition.

NEW HOME CONSTRUCTION

CHANGE #5 - PAGE 4 - PARAGRAPH 12

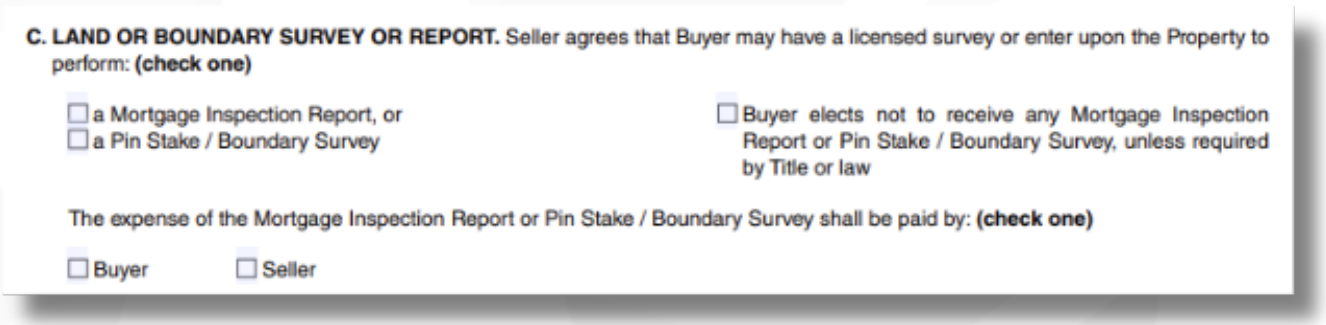
PREVIOUS VERSION:



improvements thereon.

C. **LAND OR BOUNDARY SURVEY OR REPORT.** Seller agrees that Buyer, at Buyer's expense, may have a licensed surveyor enter upon the Property to perform:
(check one)
☐ a Land or Boundary (Pin Stake) Survey, or
☐ a Mortgage Inspection Report
that shall then be considered as part of the Title Evidence.

UPDATED VERSION:



C. LAND OR BOUNDARY SURVEY OR REPORT. Seller agrees that Buyer may have a licensed survey or enter upon the Property to perform: **(check one)**

☐ a Mortgage Inspection Report, or
☐ a Pin Stake / Boundary Survey

☐ Buyer elects not to receive any Mortgage Inspection Report or Pin Stake / Boundary Survey, unless required by Title or law

The expense of the Mortgage Inspection Report or Pin Stake / Boundary Survey shall be paid by: **(check one)**

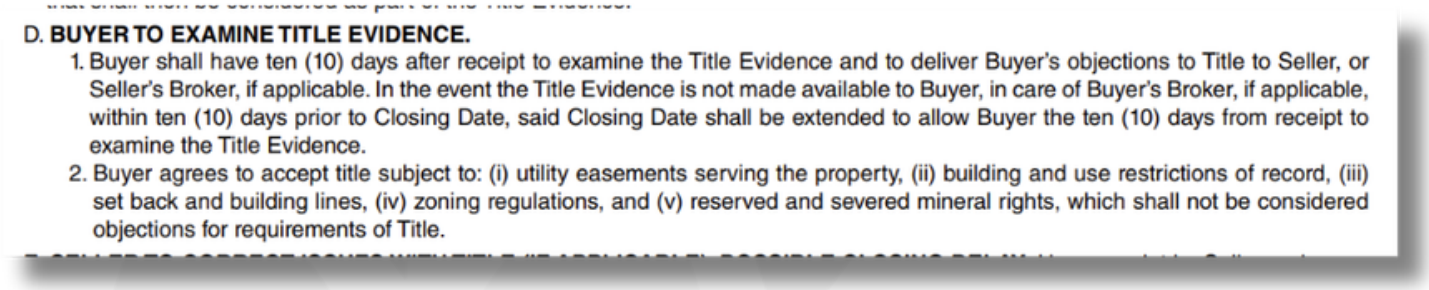
☐ Buyer ☐ Seller

SUMMARY OF CHANGE: Modified survey costs to be payable by Buyer or Seller with checkboxes

NEW HOME CONSTRUCTION

CHANGE #6 - PAGE 5 - PARAGRAPH 12

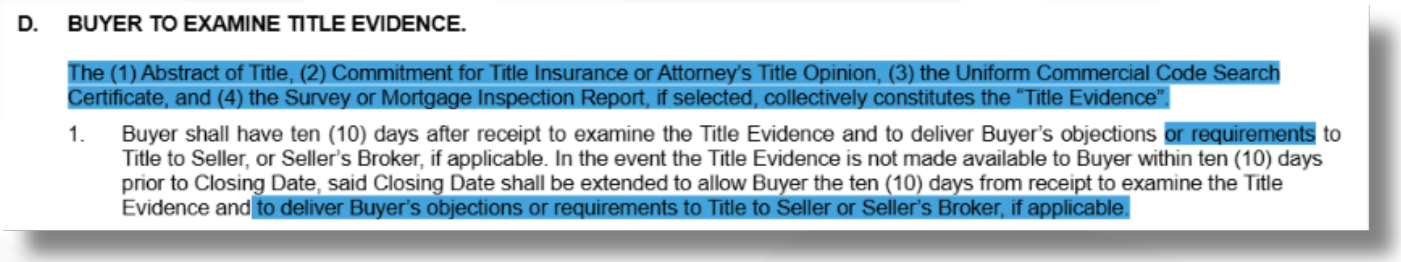
PREVIOUS VERSION:



D. **BUYER TO EXAMINE TITLE EVIDENCE.**

1. Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections to Title to Seller, or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer, in care of Buyer's Broker, if applicable, within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence.
2. Buyer agrees to accept title subject to: (i) utility easements serving the property, (ii) building and use restrictions of record, (iii) set back and building lines, (iv) zoning regulations, and (v) reserved and severed mineral rights, which shall not be considered objections for requirements of Title.

UPDATED VERSION:



D. **BUYER TO EXAMINE TITLE EVIDENCE.**

The (1) Abstract of Title, (2) Commitment for Title Insurance or Attorney's Title Opinion, (3) the Uniform Commercial Code Search Certificate, and (4) the Survey or Mortgage Inspection Report, if selected, collectively constitutes the "Title Evidence".

1. Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections or requirements to Title to Seller, or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence and to deliver Buyer's objections or requirements to Title to Seller or Seller's Broker, if applicable.

SUMMARY OF CHANGE: Defined Title Evidence. Added language to clarify Buyer may have Title Evidence requirements. Added language to clarify Buyer is also allowed an extension to deliver their objections or requirements to Seller or Seller's broker.

NEW HOME CONSTRUCTION

CHANGE #7 - PAGE 5 - PARAGRAPH 12

PREVIOUS VERSION:

1. At Seller's option and expense, Seller may cure title requirements identified by Buyer; and
2. Delay Closing Date for _____ days [thirty (30) days if blank], or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that title requirements are not cured within the time specified in this Paragraph, the Buyer may cancel the Contract and receive a refund of earnest money.

UPDATED VERSION:

At Seller's option and expense, Seller may cure title requirements identified by Buyer; and

Delay Closing Date for _____ days (30 days if left blank), beyond the Closing Date referenced in Paragraph 3, or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's Title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that Title requirements are not cured within the time specified in this subparagraph, the Buyer may cancel the Contract and Seller and Buyer authorize the holder of the Earnest Money to release the Earnest Money to the Buyer and the Contract shall terminate.

SUMMARY OF CHANGE: Added language clarifying that extension related to curing Title requirements is extension from Closing Date referenced in Paragraph 3

NEW HOME CONSTRUCTION

CHANGE #8 - PAGE 6 - PARAGRAPH 18

PREVIOUS VERSION:

A. UPON BREACH BY SELLER. If the Buyer performs all of the obligations of Buyer, and Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to: (i) terminate this Contract upon delivery of written notice of termination to Seller, or Seller's Broker, if applicable, return the abstract to Seller and receive a refund of the Earnest Money, or (ii) pursue any other remedy available at law or in equity, including specific performance.

B. UPON BREACH BY BUYER. If at any time prior to closing the Buyer's Earnest Money should fail for lack of delivery or lack of collection pursuant to Paragraph 2, then Seller may, at Seller's option, elect to do one of the following: (i) terminate this Contract upon delivery of written notice of termination to Buyer, or Buyer's Broker, if applicable, (ii) pursue any other remedy available at law or in equity, or (iii) enter into a written agreement between Buyer and Seller modifying the terms of Paragraph 2 to cure the lack of delivery or lack of collection of the Earnest Money. If, after the Seller has performed Seller's obligation under this Contract, and Buyer fails to provide funding, or fails to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer, but not to exceed 5% of the purchase price, as liquidated damages, or pursue any other remedy available at law or in equity, including specific performance.

UPDATED VERSION:

A. UPON BREACH BY SELLER. If the Buyer performs all of the obligations of Buyer, and Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to: (i) terminate this Contract upon delivery of written notice of termination to Seller, or Seller's Broker, if applicable, return the abstract to Seller and receive a refund of the Earnest Money, or (ii) pursue any other remedy available at law or in equity, including specific performance.

B. UPON BREACH BY BUYER. If at any time prior to closing the Buyer's Earnest Money should fail for lack of delivery or lack of collection pursuant to Paragraph 2, then Seller may, at Seller's option, elect to do one of the following: (i) terminate this Contract upon delivery of written notice of termination to Buyer, or Buyer's Broker, if applicable, (ii) pursue any other remedy available at law or in equity, or (iii) enter into a written agreement between Buyer and Seller modifying the terms of Paragraph 2 to cure the lack of delivery or lack of collection of the Earnest Money. If, after the Seller has performed Seller's obligation under this Contract, and Buyer fails to provide funding, or fails to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer, but not to exceed 5% of the purchase price, as liquidated damages, or pursue any other remedy available at law or in equity, including specific performance.

SUMMARY OF CHANGE: Added language that Buyer must provide written notice of termination to Seller if Seller breaches the Contract and Buyer terminates the Contract

NEW HOME CONSTRUCTION

CHANGE #9 - PAGE 5 - PARAGRAPH 24

PREVIOUS VERSION:

UPDATED VERSION:

24. BUYER'S BROKER COMPENSATION. Upon successful closing of the sale of the Property described in section 1 of this Agreement, Buyer and Seller agree that Seller shall compensate Buyer's Broker for professional services as follows:

- Buyer and Seller authorize payment to Buyer's Broker from Seller in the amount of $_____ or ____% of the final gross sales price. Said Compensation shall be included in the final sales price of the Property, and it shall be due and payable upon closing.

SUMMARY OF CHANGE: Buyer Broker Compensation negotiation paragraph added directly in contract to replace use of Cooperative Compensation Supplement

NEW HOME CONSTRUCTION

CHANGE #10 - PAGE 6 - PARAGRAPH 26

PREVIOUS VERSION:

UPDATED VERSION:

Buyer's Signature	Seller's Signature
	Seller(s) does not sign if submitting a counteroffer.

SUMMARY OF CHANGE: Additional sentence clarifying that Seller does not sign purchase contract if submitting counteroffer

FARM AND RANCH

CHANGE #1 - PAGE 8 - PARAGRAPH 30

PREVIOUS VERSION:

30. BROKER RELATIONSHIP DISCLOSURE/COMMISSION. Buyer acknowledges and confirms that the Broker providing brokerage services to the Buyer has described and disclosed their duties and responsibilities to the Buyer prior to the Buyer signing this Contract.

☐ (Applicable for in-house transactions only) Buyer acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.
Seller acknowledges and confirms that the Broker providing brokerage services to the seller has described and disclosed their duties and responsibilities to the seller prior to the seller signing this Contract.
☐ (Applicable for in-house transactions only) Seller acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.
Seller further acknowledges receipt of Estimate of Costs associated with this transaction and that a Residential sales Contract Guide has been made available to the seller in print, or at www.orec.ok.gov.

UPDATED VERSION:

30. BUYER'S BROKER COMPENSATION. Upon successful closing of the sale of the Property described in section 1 of this Agreement, Buyer and Seller agree that Seller shall compensate Buyer's Broker for professional services as follows:

- Buyer and Seller authorize payment to Buyer's Broker from Seller in the amount of $_____ or ____% of the final gross sales price. Said Compensation shall be included in the final sales price of the Property, and it shall be due and payable upon closing.

SUMMARY OF CHANGE: Buyer Broker Compensation negotiation paragraph added directly in contract to replace use of Cooperative Compensation Supplement

FARM AND RANCH

CHANGE #2 - PAGE 9 - PARAGRAPH 32

PREVIOUS VERSION:

UPDATED VERSION:

Buyer's Signature

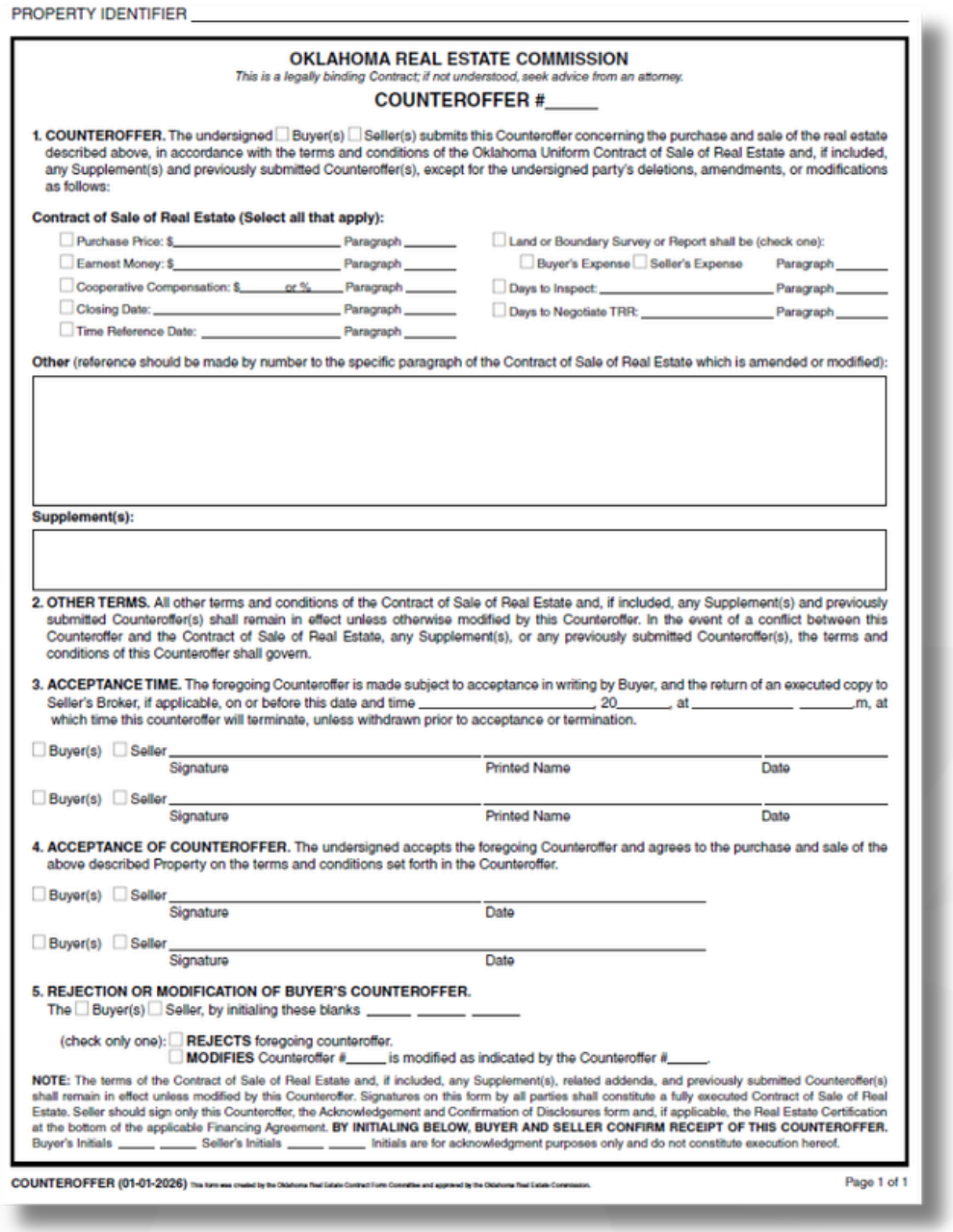
Seller's Signature

Seller(s) does not sign if submitting a counteroffer.

SUMMARY OF CHANGE: Additional sentence clarifying that Seller does not sign purchase contract if submitting counteroffer

COUNTEROFFER FORM (NEW)

UPDATED VERSION:



PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

COUNTEROFFER #_____

1. COUNTEROFFER. The undersigned ☐ Buyer(s) ☐ Seller(s) submits this Counteroffer concerning the purchase and sale of the real estate described above, in accordance with the terms and conditions of the Oklahoma Uniform Contract of Sale of Real Estate and, if included, any Supplement(s) and previously submitted Counteroffer(s), except for the undersigned party's deletions, amendments, or modifications as follows:

Contract of Sale of Real Estate (Select all that apply):

☐ Purchase Price: $_____ Paragraph _____
☐ Earnest Money: $_____ Paragraph _____
☐ Cooperative Compensation: $_____ or %_____ Paragraph _____
☐ Closing Date: _____ Paragraph _____
☐ Time Reference Date: _____ Paragraph _____
☐ Land or Boundary Survey or Report shall be (check one): ☐ Buyer's Expense ☐ Seller's Expense Paragraph _____
☐ Days to Inspect: _____ Paragraph _____
☐ Days to Negotiate TRR: _____ Paragraph _____

Other (reference should be made by number to the specific paragraph of the Contract of Sale of Real Estate which is amended or modified):

Supplement(s):

2. OTHER TERMS. All other terms and conditions of the Contract of Sale of Real Estate and, if included, any Supplement(s) and previously submitted Counteroffer(s) shall remain in effect unless otherwise modified by this Counteroffer. In the event of a conflict between this Counteroffer and the Contract of Sale of Real Estate, any Supplement(s), or any previously submitted Counteroffer(s), the terms and conditions of this Counteroffer shall govern.

3. ACCEPTANCE TIME. The foregoing Counteroffer is made subject to acceptance in writing by Buyer, and the return of an executed copy to Seller's Broker, if applicable, on or before this date and time _____, 20_____, at _____ _____m, at which time this counteroffer will terminate, unless withdrawn prior to acceptance or termination.

☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

4. ACCEPTANCE OF COUNTEROFFER. The undersigned accepts the foregoing Counteroffer and agrees to the purchase and sale of the above described Property on the terms and conditions set forth in the Counteroffer.

☐ Buyer(s) ☐ Seller _____ _____
Signature Date

☐ Buyer(s) ☐ Seller _____
Signature Date

5. REJECTION OR MODIFICATION OF BUYER'S COUNTEROFFER.
The ☐ Buyer(s) ☐ Seller, by initialing these blanks _____ _____ _____

(check only one): ☐ **REJECTS** foregoing counteroffer.
☐ **MODIFIES** Counteroffer #_____ is modified as indicated by the Counteroffer #_____.

NOTE: The terms of the Contract of Sale of Real Estate and, if included, any Supplement(s), related addenda, and previously submitted Counteroffer(s) shall remain in effect unless modified by this Counteroffer. Signatures on this form by all parties shall constitute a fully executed Contract of Sale of Real Estate. Seller should sign only this Counteroffer, the Acknowledgement and Confirmation of Disclosures form and, if applicable, the Real Estate Certification at the bottom of the applicable Financing Agreement. **BY INITIALING BELOW, BUYER AND SELLER CONFIRM RECEIPT OF THIS COUNTEROFFER.** Buyer's Initials _____ _____ Seller's Initials _____ _____ Initials are for acknowledgment purposes only and do not constitute execution hereof.

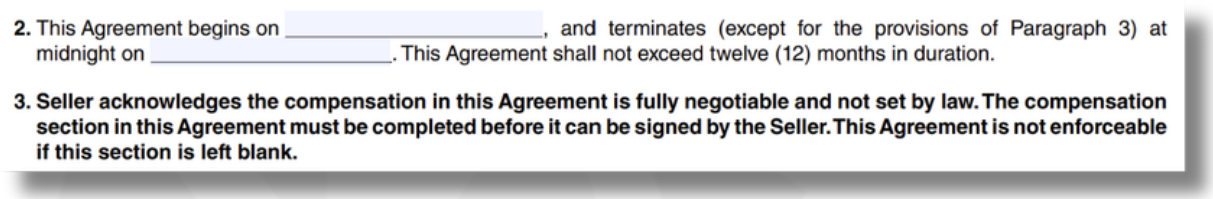
COUNTEROFFER (01-01-2026) This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission. Page 1 of 1

SUMMARY OF CHANGE: Created new single page counteroffer form for use by Buyer or Seller on all purchase contracts (**see full page example at end of Contract Change Guide**)

LISTING AGREEMENT - EXCLUSIVE RIGHT TO SELL

CHANGE #1 - PAGE 1 - PARAGRAPH 2

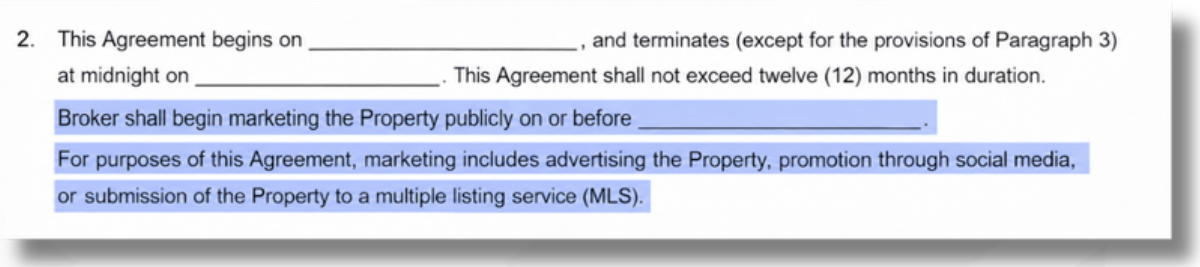
PREVIOUS VERSION:



2. This Agreement begins on _____, and terminates (except for the provisions of Paragraph 3) at midnight on _____. This Agreement shall not exceed twelve (12) months in duration.

3. **Seller acknowledges the compensation in this Agreement is fully negotiable and not set by law. The compensation section in this Agreement must be completed before it can be signed by the Seller. This Agreement is not enforceable if this section is left blank.**

UPDATED VERSION:



2. This Agreement begins on _____, and terminates (except for the provisions of Paragraph 3) at midnight on _____. This Agreement shall not exceed twelve (12) months in duration.

Broker shall begin marketing the Property publicly on or before _____.

For purposes of this Agreement, marketing includes advertising the Property, promotion through social media, or submission of the Property to a multiple listing service (MLS).

SUMMARY OF CHANGE: Added sentence for flexibility of when marketing will begin after listing agreement

LISTING AGREEMENT - EXCLUSIVE RIGHT TO SELL

CHANGE #2 - PAGE 1 - PARAGRAPH 3

PREVIOUS VERSION:

B. **Cooperative Agreement Between Brokerages**

Seller acknowledges Seller is not required to make an offer of compensation to Buyer's Broker. In the event a cooperative agreement or supplement to split compensation with another licensed real estate brokerage occurs, the compensation provided for in section 3A shall be divided as follows:

- To Seller's Broker: _____% of the total sales price of the property or $_____
- To Buyer's Broker: _____% of the total sales price of the property or $_____

Seller **(check one)** ☐ does ☐ does not authorize Broker to disclose the amount of compensation to be offered to the Buyer's Broker in marketing and advertising the property

UPDATED VERSION:

B. Cooperative Agreement Between Brokerages

Seller acknowledges Seller is not required to make an offer of compensation to Buyer's Broker. In the event a cooperative agreement or supplement to split compensation with another licensed real estate brokerage occurs, the compensation provided for in section 3A will be offered as follows:

- To Seller's Broker: _____% of the total sales price of the property or $_____
- To Buyer's Broker: _____% of the total sales price of the property or $_____

Final compensation may be negotiated at the time of offer.

Seller (check one) ☐ does ☐ does not authorize Broker to disclose the amount of compensation to be offered to the Buyer's Broker in marketing and advertising the property

SUMMARY OF CHANGE: Clarifies that the final compensation offered to the Buyer's Broker will be negotiated at the time of an offer

SALE OF BUYER'S PROPERTY CONDITION (NOT UNDER CONTRACT)

CHANGE #1 - PAGE 1 - PARAGRAPH 2

PREVIOUS VERSION:

2. STATUS OF BUYER'S PROPERTY. Buyer represents that: (check one)

☐ (a) Buyer's Property is now listed exclusively for sale with a real estate brokerage firm.

OR

☐ (b) Buyer shall list Buyer's Property with a real estate brokerage firm within two (2) days of acceptance of this Contract, and Buyer shall endeavor to sell it pursuant to the terms of the listing agreement.

UPDATED VERSION:

2. **Status of Buyer's Property.** Buyer represents that: **(check one)**

☐ a. Buyer's Property is now publicly marketed and actively listed exclusively for sale with a real estate brokerage firm. OR

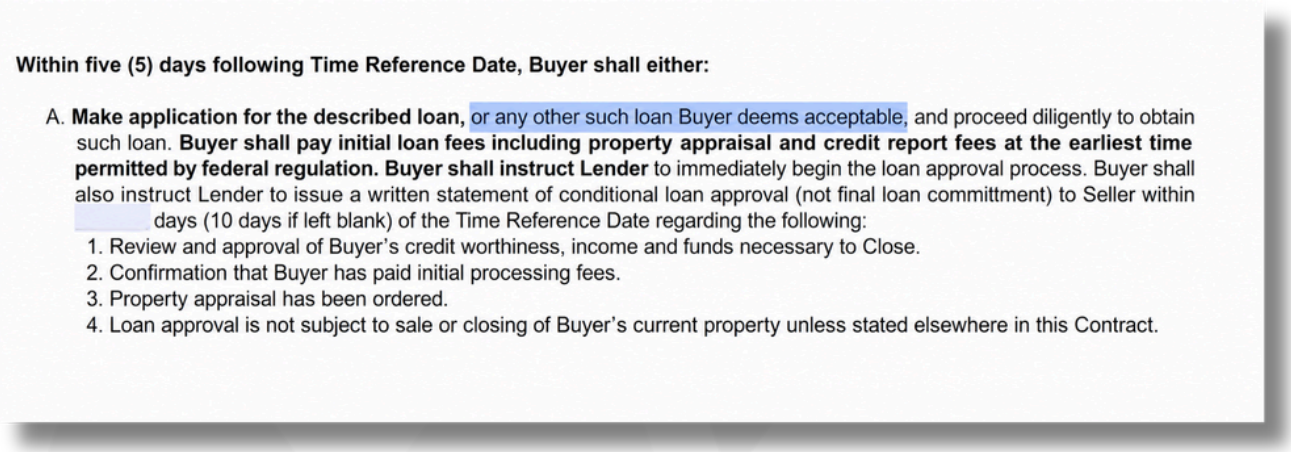
☐ b. Buyer shall publicly market and actively list Buyer's Property with a real estate brokerage firm within two (2) days of acceptance of this Contract, and Buyer shall endeavor to sell it pursuant to the terms of the listing agreement.

SUMMARY OF CHANGE: Clarifies that a listing must be active and publicly marketed for sale

CONVENTIONAL LOAN

CHANGE #1 - PAGE 1 - PARAGRAPH 1

PREVIOUS VERSION:

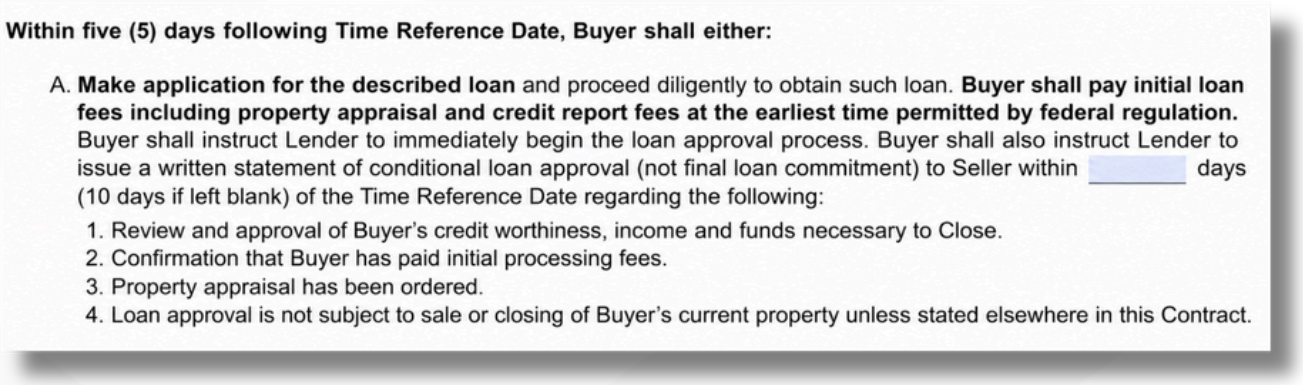


Within five (5) days following Time Reference Date, Buyer shall either:

A. **Make application for the described loan,** or any other such loan Buyer deems acceptable, and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation. Buyer shall instruct Lender** to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan committment) to Seller within _____ days (10 days if left blank) of the Time Reference Date regarding the following:

1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

UPDATED VERSION:



Within five (5) days following Time Reference Date, Buyer shall either:

A. **Make application for the described loan** and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation.** Buyer shall instruct Lender to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan commitment) to Seller within _____ days (10 days if left blank) of the Time Reference Date regarding the following:

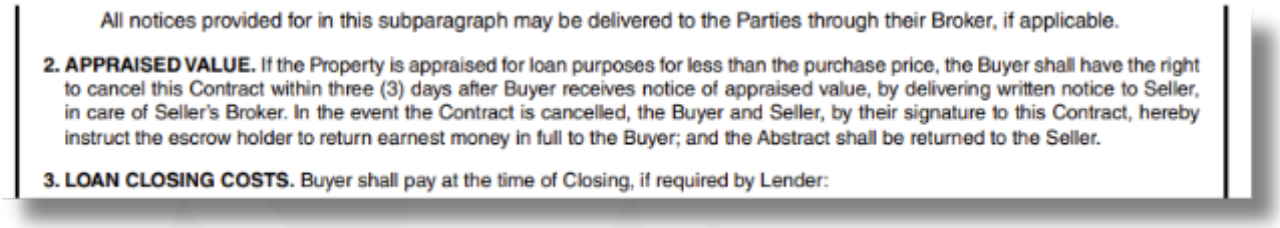
1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

SUMMARY OF CHANGE: Removed language to help clarify Buyer will need to negotiate with Seller for other financing

CONVENTIONAL LOAN

CHANGE #2 - PAGE 1 - PARAGRAPH 2 & 3

PREVIOUS VERSION:

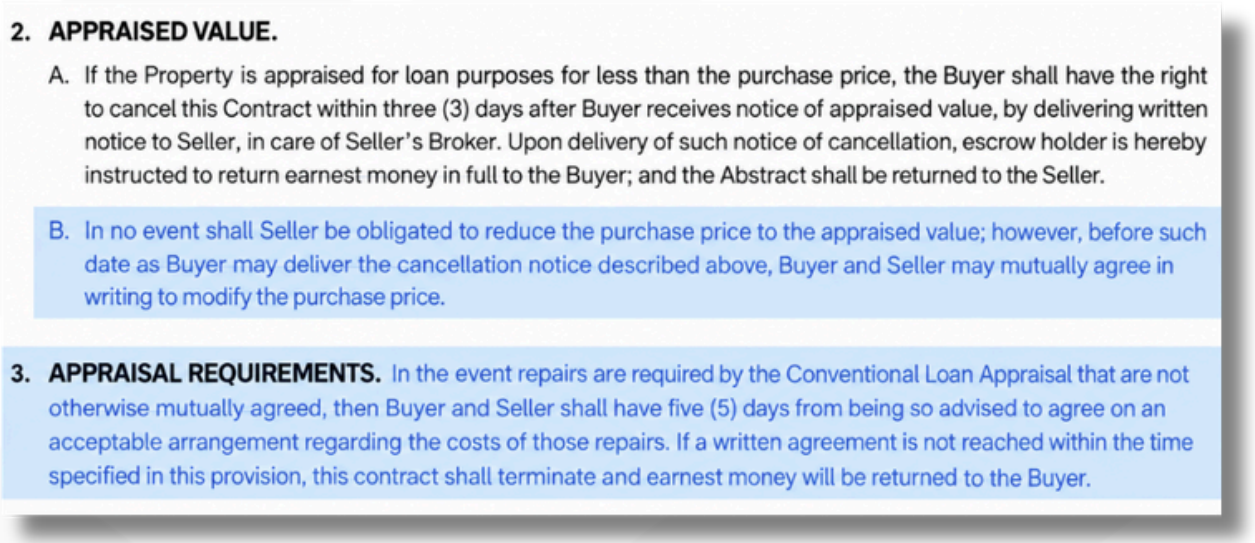


All notices provided for in this subparagraph may be delivered to the Parties through their Broker, if applicable.

2. APPRAISED VALUE. If the Property is appraised for loan purposes for less than the purchase price, the Buyer shall have the right to cancel this Contract within three (3) days after Buyer receives notice of appraised value, by delivering written notice to Seller, in care of Seller's Broker. In the event the Contract is cancelled, the Buyer and Seller, by their signature to this Contract, hereby instruct the escrow holder to return earnest money in full to the Buyer; and the Abstract shall be returned to the Seller.

3. LOAN CLOSING COSTS. Buyer shall pay at the time of Closing, if required by Lender:

UPDATED VERSION:



2. APPRAISED VALUE.

A. If the Property is appraised for loan purposes for less than the purchase price, the Buyer shall have the right to cancel this Contract within three (3) days after Buyer receives notice of appraised value, by delivering written notice to Seller, in care of Seller's Broker. Upon delivery of such notice of cancellation, escrow holder is hereby instructed to return earnest money in full to the Buyer; and the Abstract shall be returned to the Seller.

B. In no event shall Seller be obligated to reduce the purchase price to the appraised value; however, before such date as Buyer may deliver the cancellation notice described above, Buyer and Seller may mutually agree in writing to modify the purchase price.

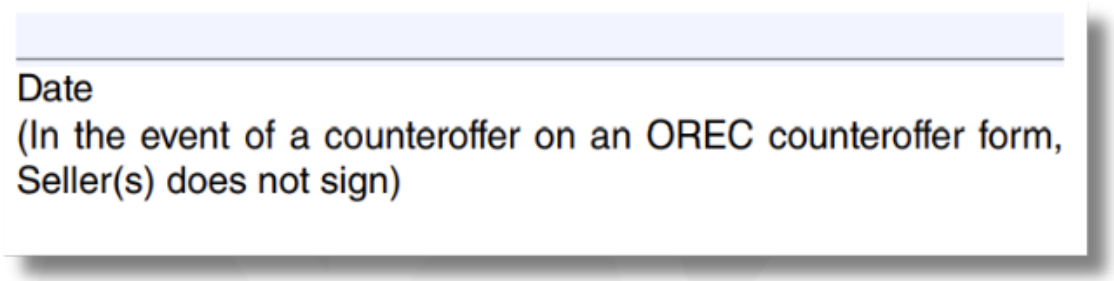
3. APPRAISAL REQUIREMENTS. In the event repairs are required by the Conventional Loan Appraisal that are not otherwise mutually agreed, then Buyer and Seller shall have five (5) days from being so advised to agree on an acceptable arrangement regarding the costs of those repairs. If a written agreement is not reached within the time specified in this provision, this contract shall terminate and earnest money will be returned to the Buyer.

SUMMARY OF CHANGE: Added an Appraised Value provision clarifying the Buyer's right to cancel if the appraisal is below the purchase price and that the Seller is not obligated to reduce the price, though both parties may negotiate. Added a five-day period to agree on appraisal-required repairs before the Contract terminates and earnest money is returned to the Buyer.

CONVENTIONAL LOAN

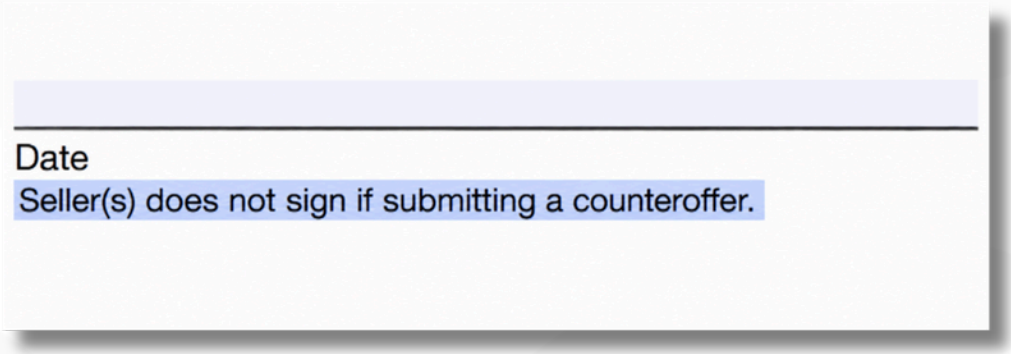
CHANGE #3 - PAGE 2

PREVIOUS VERSION:



Date
(In the event of a counteroffer on an OREC counteroffer form, Seller(s) does not sign)

UPDATED VERSION:



Date
Seller(s) does not sign if submitting a counteroffer.

SUMMARY OF CHANGE: Modified sentence affirming that Seller does not sign financing supplement if submitting counteroffer

FHA LOAN

CHANGE #1 - PAGE 1 - PARAGRAPH 1

PREVIOUS VERSION:

Within five (5) days following Time Reference Date, Buyer shall either:

A. **Make application for the described loan,** or any other such loan Buyer deems acceptable, and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation. Buyer shall instruct Lender** to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan committment) to Seller within _____ days (10 days if left blank) of the Time Reference Date regarding the following:

1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

UPDATED VERSION:

Within five (5) days following Time Reference Date, Buyer shall either:

A. **Make application for the described loan** and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation.** Buyer shall instruct Lender to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan commitment) to Seller within _____ days (10 days if left blank) of the Time Reference Date regarding the following:

1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

SUMMARY OF CHANGE: Removed language to help clarify Buyer will need to negotiate with Seller for other financing

FHA LOAN

CHANGE #2 - PAGE 2 - PARAGRAPH 3 & 4

PREVIOUS VERSION:

3. **APPRAISAL REQUIREMENTS.** In the event repairs are required by the FHA appraisal that are not otherwise mutually agreed, then Buyer and Seller shall have five (5) days from being so advised to agree on an acceptable arrangement regarding the costs of those repairs. If a written agreement is not reached within the time specified in this provision, this contract shall terminate and earnest money will be returned to the Buyer.

4. ADDITIONAL PROVISIONS

UPDATED VERSION:

3. **APPRAISED VALUE.**

A. If the Property is appraised for loan purposes for less than the purchase price, the Buyer shall have the right to cancel this Contract within three (3) days after Buyer receives notice of appraised value, by delivering written notice to Seller, in care of Seller's Broker. Upon delivery of such notice of cancellation, escrow holder is hereby instructed to return earnest money in full to the Buyer; and the Abstract shall be returned to the Seller.

B. In no event shall Seller be obligated to reduce the purchase price to the appraised value; however, before such date as Buyer may deliver the cancellation notice described above, Buyer and Seller may mutually agree in writing to modify the purchase price.

Nothing contained in this paragraph shall modify, restrict or waive any right afforded Buyer under the FHA Amendatory Clause contained herein.

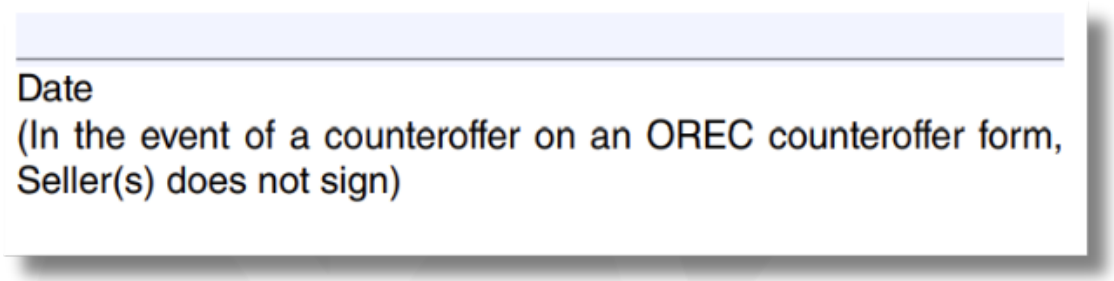
4. **APPRAISAL REQUIREMENTS.** In the event repairs are required by the FHA appraisal that are not otherwise mutually agreed, then Buyer and Seller shall have five (5) days from being so advised to agree on an acceptable arrangement regarding the costs of those repairs. If a written agreement is not reached within the time specified in this provision, this contract shall terminate and earnest money will be returned to the Buyer.

SUMMARY OF CHANGE: Added an Appraised Value provision clarifying the Buyer's right to cancel if the appraisal is below the purchase price and that the Seller is not obligated to reduce the price, though both parties may negotiate. Clarified that these provisions do not affect the Buyer's rights under the FHA Amendatory Clause.

FHA LOAN

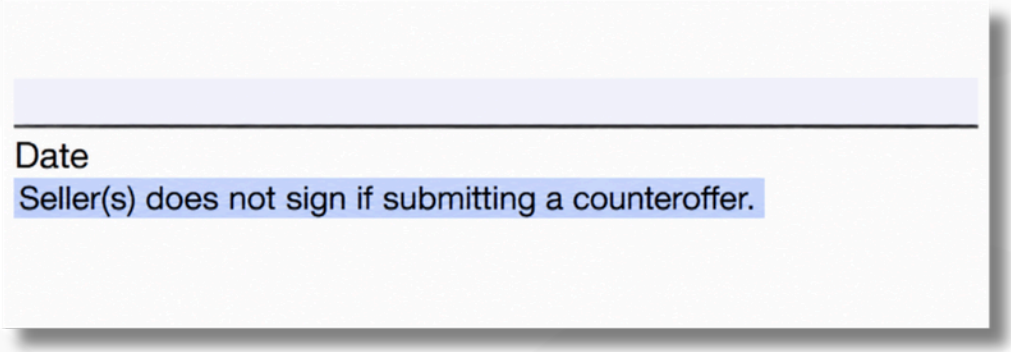
CHANGE #3 - PAGE 2

PREVIOUS VERSION:



Date
(In the event of a counteroffer on an OREC counteroffer form, Seller(s) does not sign)

UPDATED VERSION:



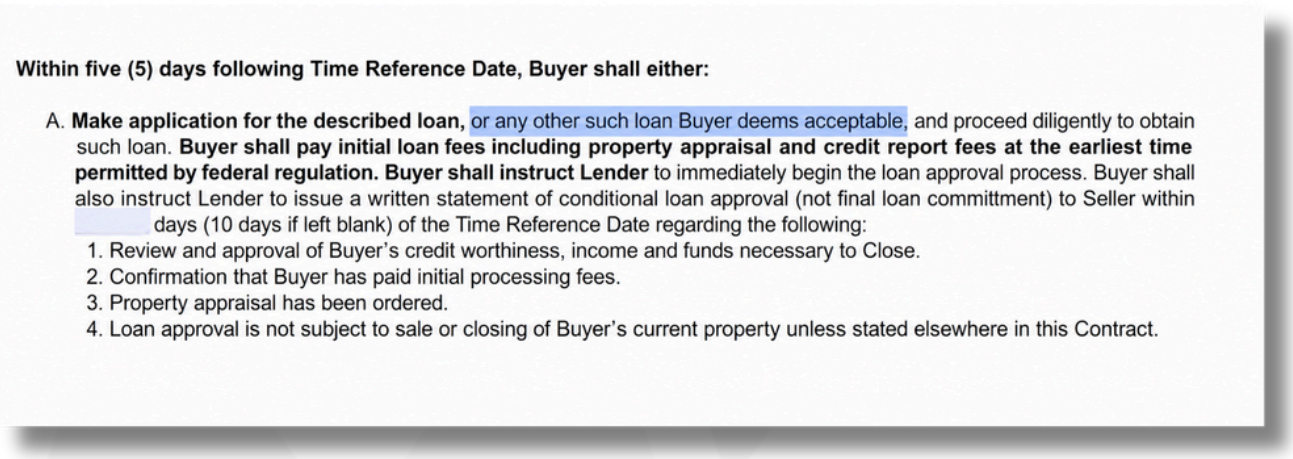
Date
Seller(s) does not sign if submitting a counteroffer.

SUMMARY OF CHANGE: Modified sentence affirming that Seller does not sign financing supplement if submitting counteroffer

VA LOAN

CHANGE #1 - PAGE 1 - PARAGRAPH 1

PREVIOUS VERSION:

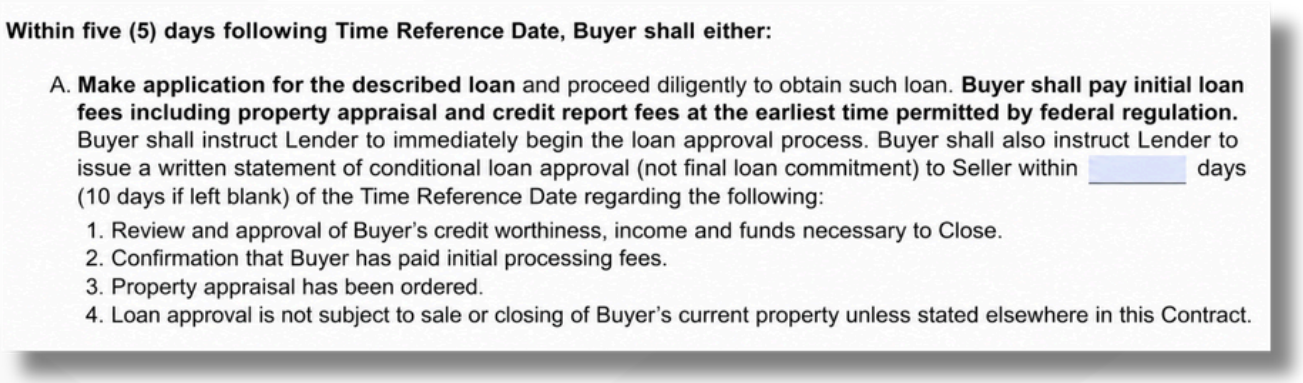


Within five (5) days following Time Reference Date, Buyer shall either:

A. **Make application for the described loan,** or any other such loan Buyer deems acceptable, and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation. Buyer shall instruct Lender** to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan committment) to Seller within _____ days (10 days if left blank) of the Time Reference Date regarding the following:

1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

UPDATED VERSION:



Within five (5) days following Time Reference Date, Buyer shall either:

A. **Make application for the described loan** and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation.** Buyer shall instruct Lender to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan commitment) to Seller within _____ days (10 days if left blank) of the Time Reference Date regarding the following:

1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

SUMMARY OF CHANGE: Removed language to help clarify Buyer will need to negotiate with Seller for other financing

VA LOAN

CHANGE #2 - PAGE 2 - PARAGRAPH 3 & 4

PREVIOUS VERSION:

3. **APPRAISAL REQUIREMENTS.** In the event repairs are required by the FHA appraisal that are not otherwise mutually agreed, then Buyer and Seller shall have five (5) days from being so advised to agree on an acceptable arrangement regarding the costs of those repairs. If a written agreement is not reached within the time specified in this provision, this contract shall terminate and earnest money will be returned to the Buyer.

4. ADDITIONAL PROVISIONS

UPDATED VERSION:

3. **APPRAISED VALUE.**

A. If the Property is appraised for loan purposes for less than the purchase price, the Buyer shall have the right to cancel this Contract within three (3) days after Buyer receives notice of appraised value, by delivering written notice to Seller, in care of Seller's Broker. Upon delivery of such notice of cancellation, escrow holder is hereby instructed to return earnest money in full to the Buyer; and the Abstract shall be returned to the Seller.

B. In no event shall Seller be obligated to reduce the purchase price to the appraised value; however, before such date as Buyer may deliver the cancellation notice described above, Buyer and Seller may mutually agree in writing to modify the purchase price.

Nothing contained in this paragraph shall modify, restrict or waive any right afforded Buyer under the VA Amendatory Clause contained herein.

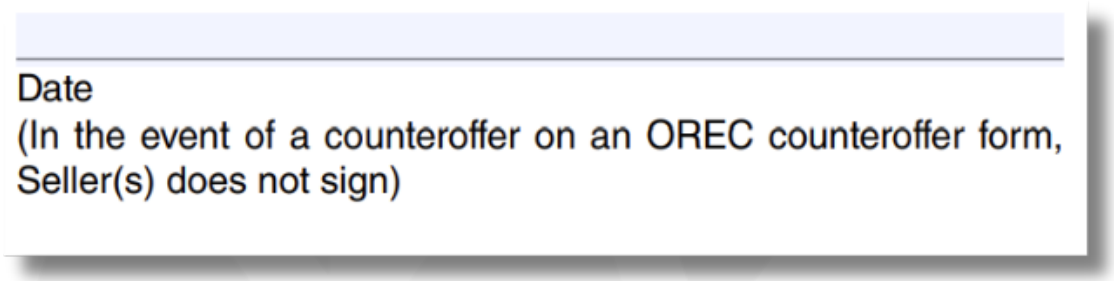
4. **APPRAISAL REQUIREMENTS.** In the event repairs are required by the VA appraisal that are not otherwise mutually agreed, then Buyer and Seller shall have five (5) days from being so advised to agree on an acceptable arrangement regarding the costs of those repairs. If a written agreement is not reached within the time specified in this provision, this contract shall terminate and earnest money will be returned to the Buyer.

SUMMARY OF CHANGE: Added an Appraised Value provision clarifying the Buyer's right to cancel if the appraisal is below the purchase price and that the Seller is not obligated to reduce the price, though both parties may negotiate. Clarified that these provisions do not affect the Buyer's rights under the VA Amendatory Clause.

VA LOAN

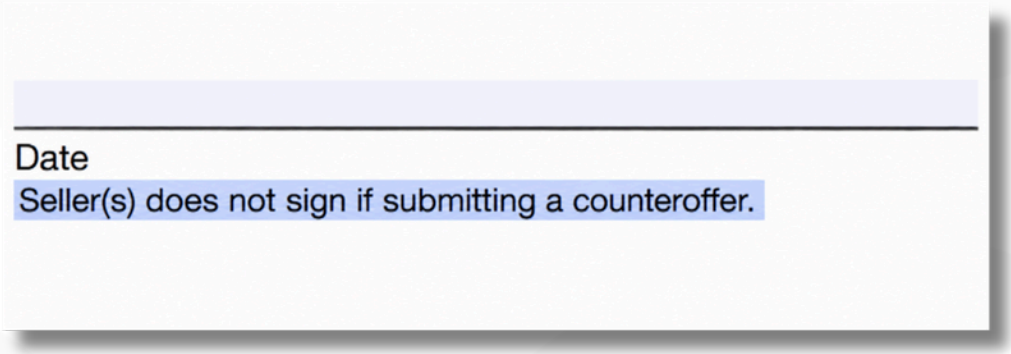
CHANGE #3 - PAGE 2

PREVIOUS VERSION:



Date
(In the event of a counteroffer on an OREC counteroffer form, Seller(s) does not sign)

UPDATED VERSION:



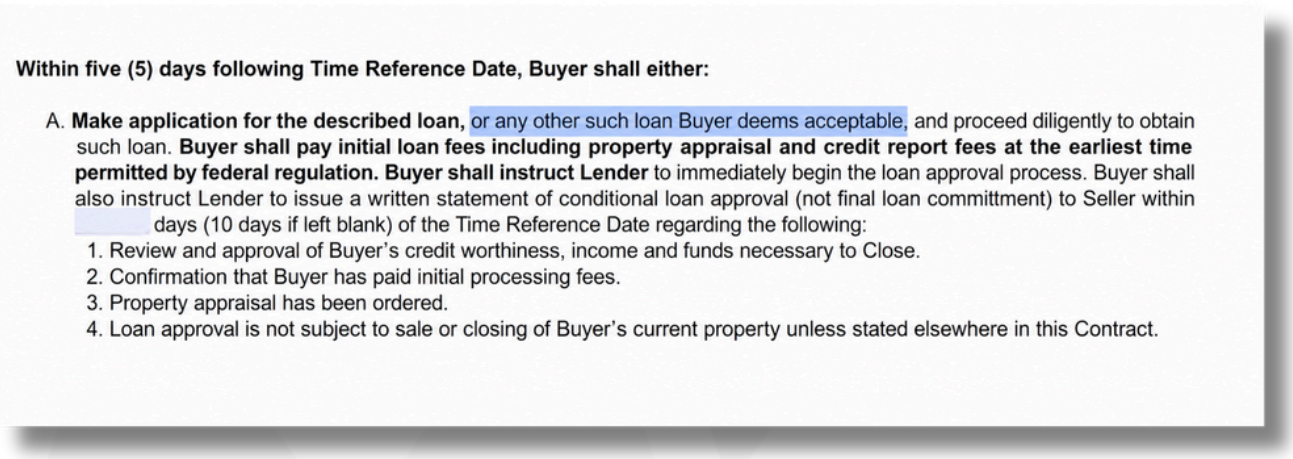
Date
Seller(s) does not sign if submitting a counteroffer.

SUMMARY OF CHANGE: Modified sentence affirming that Seller does not sign financing supplement if submitting counteroffer

USDA RURAL HOUSING LOAN

CHANGE #1 - PAGE 1 - PARAGRAPH 1

PREVIOUS VERSION:

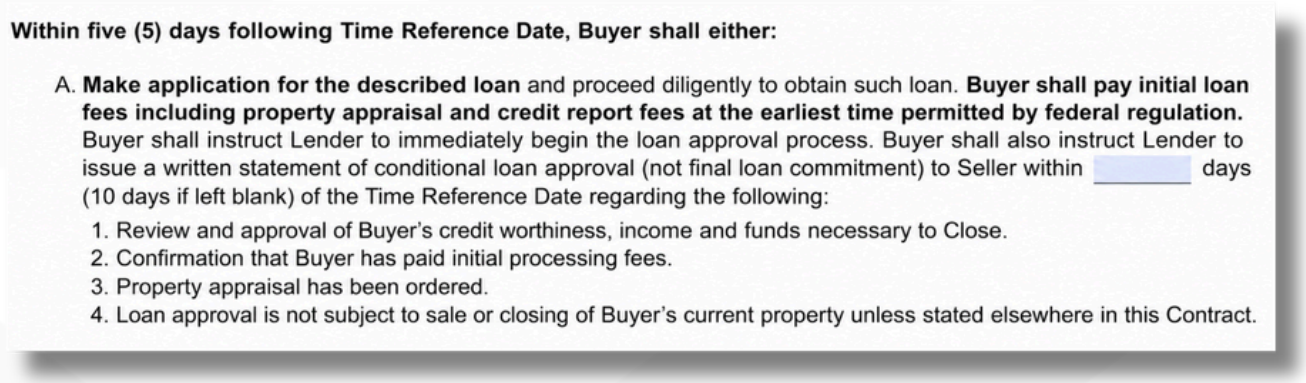


Within five (5) days following Time Reference Date, Buyer shall either:

A. **Make application for the described loan,** or any other such loan Buyer deems acceptable, and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation. Buyer shall instruct Lender** to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan committment) to Seller within _____ days (10 days if left blank) of the Time Reference Date regarding the following:

1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

UPDATED VERSION:



Within five (5) days following Time Reference Date, Buyer shall either:

A. **Make application for the described loan** and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation.** Buyer shall instruct Lender to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan commitment) to Seller within _____ days (10 days if left blank) of the Time Reference Date regarding the following:

1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

SUMMARY OF CHANGE: Removed language to help clarify Buyer will need to negotiate with Seller for other financing

USDA RURAL HOUSING LOAN

CHANGE #2 - PAGE 1 - PARAGRAPH 2

PREVIOUS VERSION:

2. APPRAISED VALUE. If the Property is appraised for loan purposes for less than the purchase price, the Buyer shall have the right to cancel this Contract within three (3) days after Buyer receives notice of appraised value, by delivering written notice to Seller, in care of Listing Broker. In the event the Contract is cancelled, the Buyer and Seller, by their signature to this Contract, hereby instruct the escrow holder to return earnest money in full to the Buyer; and the Abstract shall be returned to the Seller.

UPDATED VERSION:

2. APPRAISED VALUE

A. If the Property is appraised for loan purposes for less than the purchase price, the Buyer shall have the right to cancel this Contract within three (3) days after Buyer receives notice of appraised value, by delivering written notice to Seller, in care of Seller's Broker. Upon delivery of such notice of cancellation, escrow holder is hereby instructed to return earnest money in full to the Buyer; and the Abstract shall be returned to the Seller.

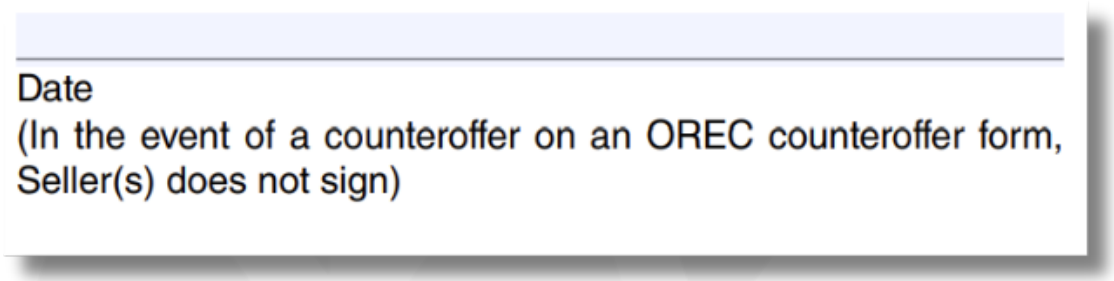
B. In no event shall Seller be obligated to reduce the purchase price to the appraised value; however, before such date as Buyer may deliver the cancellation notice described above, Buyer and Seller may mutually agree in writing to modify the purchase price.

SUMMARY OF CHANGE: Clarified the Buyer's right to cancel if the appraisal is below the purchase price and that the Seller is not obligated to reduce the price, though both parties may mutually agree in writing to modify it.

USDA RURAL HOUSING LOAN

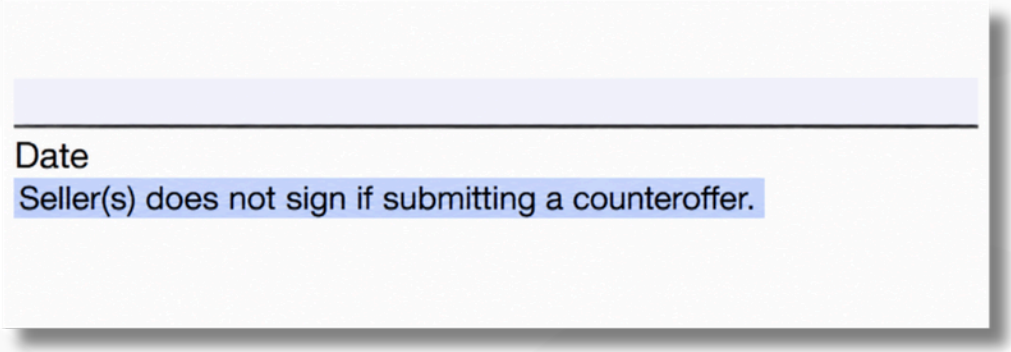
CHANGE #3 - PAGE 2

PREVIOUS VERSION:



Date
(In the event of a counteroffer on an OREC counteroffer form, Seller(s) does not sign)

UPDATED VERSION:



Date
Seller(s) does not sign if submitting a counteroffer.

SUMMARY OF CHANGE: Modified sentence affirming that Seller does not sign financing supplement if submitting counteroffer

NATIVE AMERICAN GUARANTEED HOME LOAN SUPPLEMENT

CHANGE #1 - PAGE 1 - PARAGRAPH 1

PREVIOUS VERSION:

Within five (5) days following Time Reference Date, Buyer shall either:

A. **Make application for the described loan,** or any other such loan Buyer deems acceptable, and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation. Buyer shall instruct Lender** to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan committment) to Seller within _____ days (10 days if left blank) of the Time Reference Date regarding the following:

1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

UPDATED VERSION:

Within five (5) days following Time Reference Date, Buyer shall either:

A. **Make application for the described loan** and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation.** Buyer shall instruct Lender to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan commitment) to Seller within _____ days (10 days if left blank) of the Time Reference Date regarding the following:

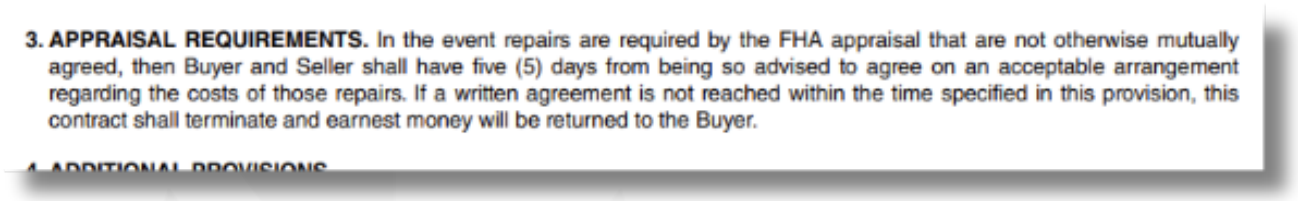
1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

SUMMARY OF CHANGE: Removed language to help clarify Buyer will need to negotiate with Seller for other financing

NATIVE AMERICAN GUARANTEED HOME LOAN SUPPLEMENT

CHANGE #2 - PAGE 2 - PARAGRAPH 3 & 4

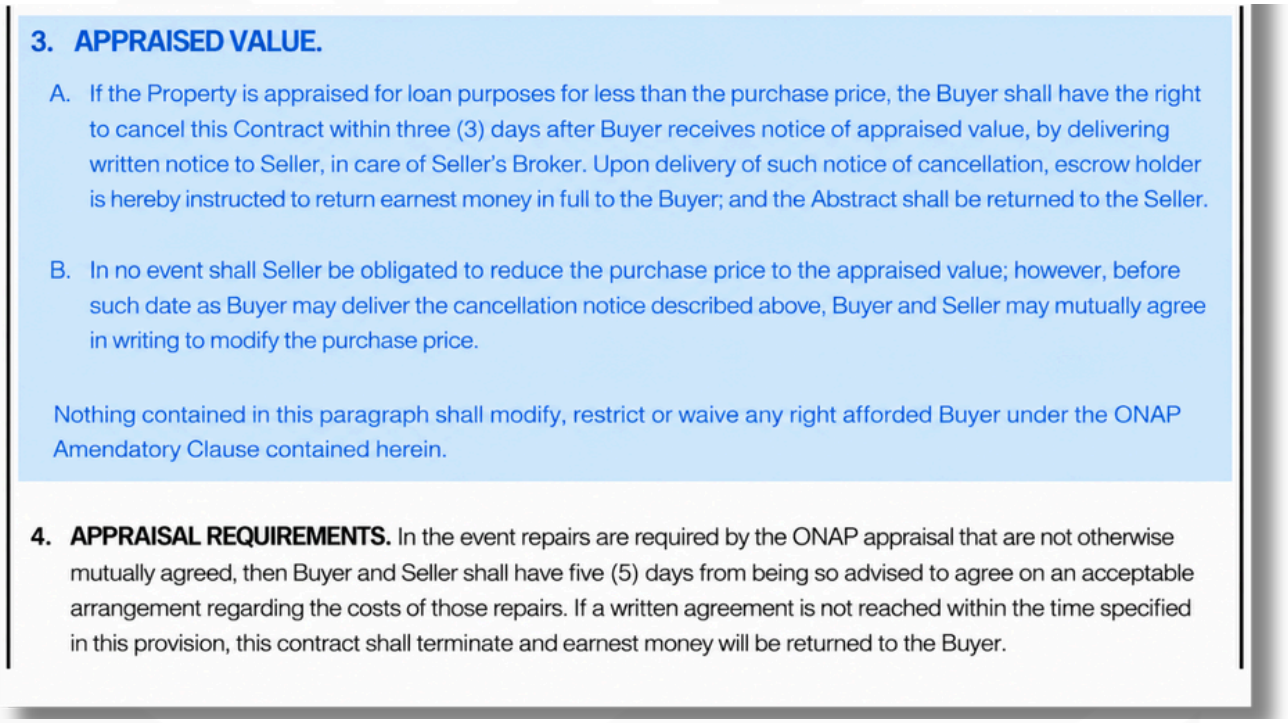
PREVIOUS VERSION:



3. **APPRAISAL REQUIREMENTS.** In the event repairs are required by the FHA appraisal that are not otherwise mutually agreed, then Buyer and Seller shall have five (5) days from being so advised to agree on an acceptable arrangement regarding the costs of those repairs. If a written agreement is not reached within the time specified in this provision, this contract shall terminate and earnest money will be returned to the Buyer.

4. ADDITIONAL PROVISIONS

UPDATED VERSION:



3. **APPRAISED VALUE.**

A. If the Property is appraised for loan purposes for less than the purchase price, the Buyer shall have the right to cancel this Contract within three (3) days after Buyer receives notice of appraised value, by delivering written notice to Seller, in care of Seller's Broker. Upon delivery of such notice of cancellation, escrow holder is hereby instructed to return earnest money in full to the Buyer; and the Abstract shall be returned to the Seller.

B. In no event shall Seller be obligated to reduce the purchase price to the appraised value; however, before such date as Buyer may deliver the cancellation notice described above, Buyer and Seller may mutually agree in writing to modify the purchase price.

Nothing contained in this paragraph shall modify, restrict or waive any right afforded Buyer under the ONAP Amendatory Clause contained herein.

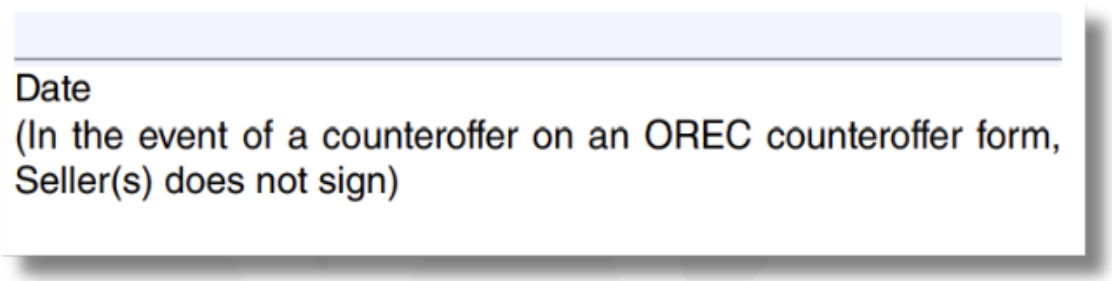
4. **APPRAISAL REQUIREMENTS.** In the event repairs are required by the ONAP appraisal that are not otherwise mutually agreed, then Buyer and Seller shall have five (5) days from being so advised to agree on an acceptable arrangement regarding the costs of those repairs. If a written agreement is not reached within the time specified in this provision, this contract shall terminate and earnest money will be returned to the Buyer.

SUMMARY OF CHANGE: Added an Appraised Value provision clarifying the Buyer's right to cancel if the appraisal is below the purchase price and that the Seller is not obligated to reduce the price, though both parties may negotiate. Clarified that these provisions do not affect the Buyer's rights under the ONAP Amendatory Clause.

NATIVE AMERICAN GUARANTEED HOME LOAN SUPPLEMENT

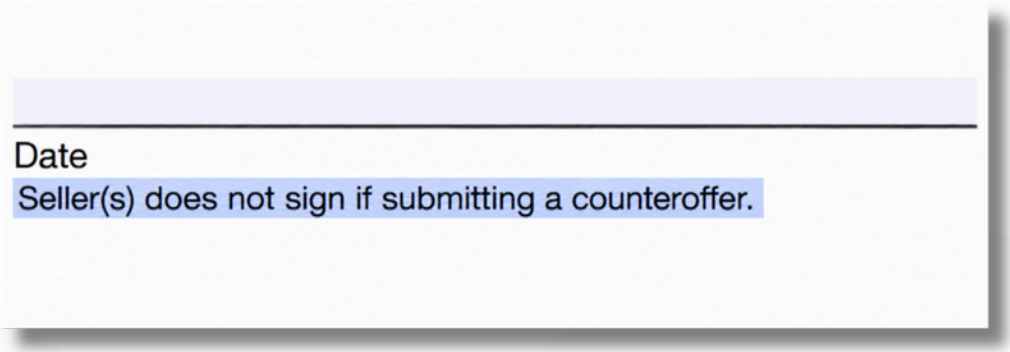
CHANGE #3 - PAGE 2

PREVIOUS VERSION:



Date
(In the event of a counteroffer on an OREC counteroffer form, Seller(s) does not sign)

UPDATED VERSION:



Date
Seller(s) does not sign if submitting a counteroffer.

SUMMARY OF CHANGE: Modified sentence affirming that Seller does not sign financing supplement if submitting counteroffer

LAND FINANCING SUPPLEMENT

CHANGE #1 - PAGE 1

PREVIOUS VERSION:

Within five (5) days following Time Reference Date, Buyer shall either:

A. **Make application for the described loan,** or any other such loan Buyer deems acceptable, and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation. Buyer shall instruct Lender** to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan committment) to Seller within _____ days (10 days if left blank) of the Time Reference Date regarding the following:

1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

UPDATED VERSION:

Within five (5) days following Time Reference Date, Buyer shall either:

A. **Make application for the described loan** and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation.** Buyer shall instruct Lender to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan commitment) to Seller within _____ days (10 days if left blank) of the Time Reference Date regarding the following:

1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

SUMMARY OF CHANGE: Removed language to help clarify Buyer will need to negotiate with Seller for other financing

LAND FINANCING SUPPLEMENT

CHANGE #2 - PAGE 2 - PARAGRAPH 2 & 3

PREVIOUS VERSION:

APPRAISED VALUE. If the Property is appraised for loan purposes for less than the purchase price, the Buyer shall have the right to cancel this Contract within three (3) days after Buyer receives notice of appraised value, by delivering written notice to Seller, in care of Seller's Broker. In the event the Contract is cancelled, the Buyer and Seller, by their signature to this Contract, hereby instruct the escrow holder to return earnest money in full to the Buyer; and the Abstract shall be returned to the Seller.

UPDATED VERSION:

2. APPRAISED VALUE

A. If the Property is appraised for loan purposes for less than the purchase price, the Buyer shall have the right to cancel this Contract within three (3) days after Buyer receives notice of appraised value, by delivering written notice to Seller, in care of Seller's Broker. Upon delivery of such notice of cancellation, escrow holder is hereby instructed to return earnest money in full to the Buyer; and the Abstract shall be returned to the Seller.

B. In no event shall Seller be obligated to reduce the purchase price to the appraised value; however, before such date as Buyer may deliver the cancellation notice described above, Buyer and Seller may mutually agree in writing to modify the purchase price.

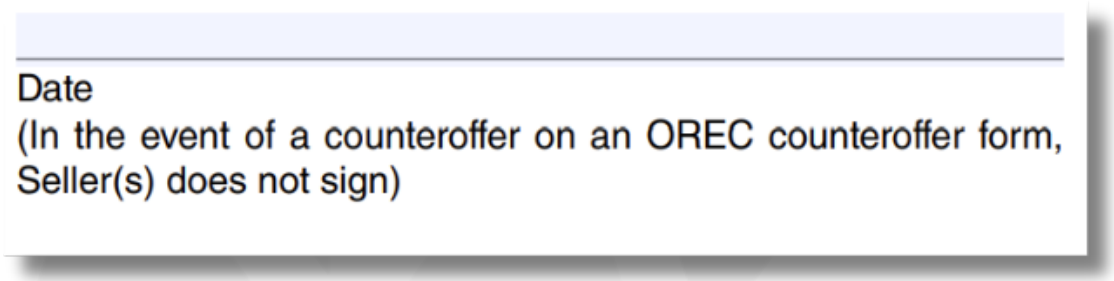
3. APPRAISAL REQUIREMENTS. In the event repairs are required by the appraisal that are not otherwise mutually agreed, then Buyer and Seller shall have five (5) days from being so advised to agree on an acceptable arrangement regarding the costs of those repairs. If a written agreement is not reached within the time specified in this provision, this Contract shall terminate and earnest money will be returned to the Buyer.

SUMMARY OF CHANGE: Clarified the Buyer's right to cancel if the appraisal is below the purchase price and that the Seller is not obligated to reduce the price, though both parties may negotiate. Added a five-day period to agree on appraisal-required repairs before the Contract terminates and earnest money is returned to the Buyer.

LAND FINANCING SUPPLEMENT

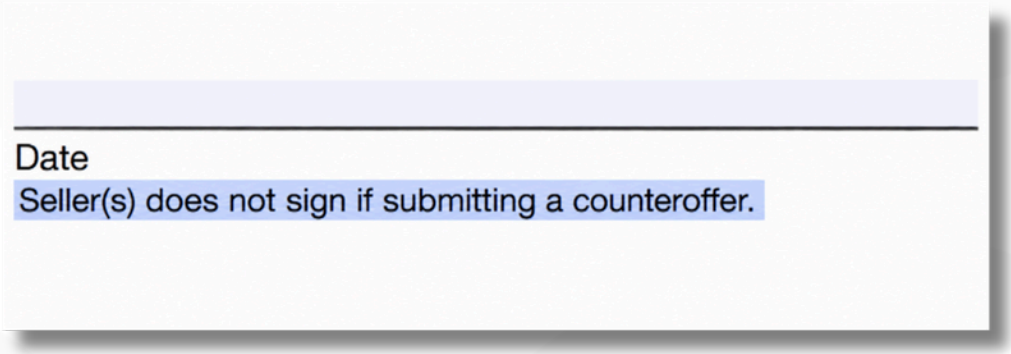
CHANGE #3 - PAGE 2

PREVIOUS VERSION:



Date
(In the event of a counteroffer on an OREC counteroffer form, Seller(s) does not sign)

UPDATED VERSION:



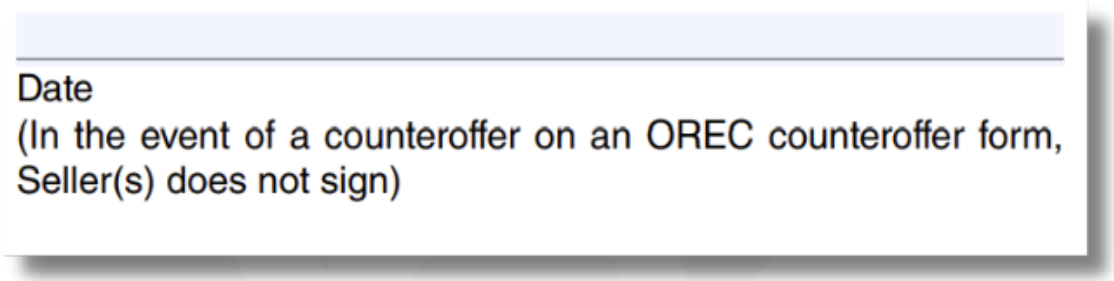
Date
Seller(s) does not sign if submitting a counteroffer.

SUMMARY OF CHANGE: Modified sentence affirming that Seller does not sign financing supplement if submitting counteroffer

ASSUMPTION OF LOAN

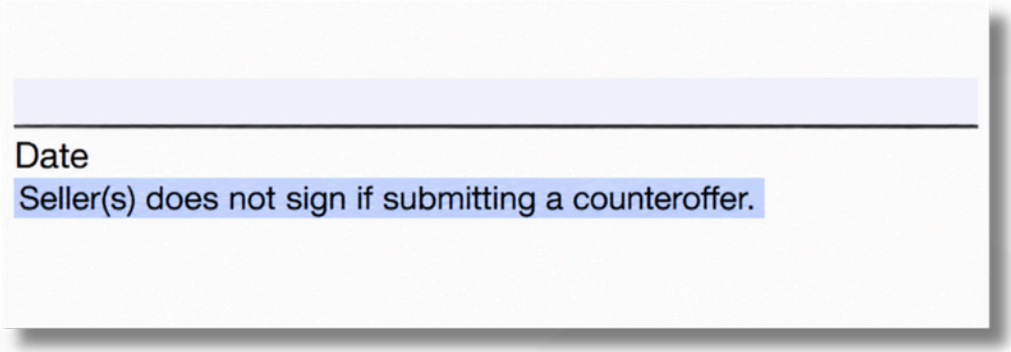
CHANGE #1 - PAGE 2

PREVIOUS VERSION:



Date
(In the event of a counteroffer on an OREC counteroffer form, Seller(s) does not sign)

UPDATED VERSION:



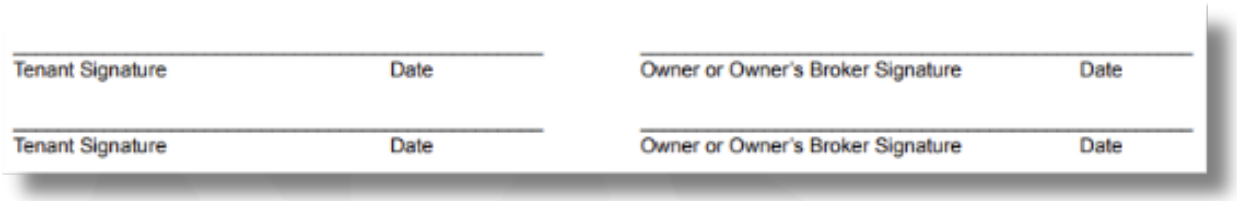
Date
Seller(s) does not sign if submitting a counteroffer.

SUMMARY OF CHANGE: Modified sentence affirming that Seller does not sign financing supplement if submitting counteroffer

PROPERTY MANAGEMENT FORMS

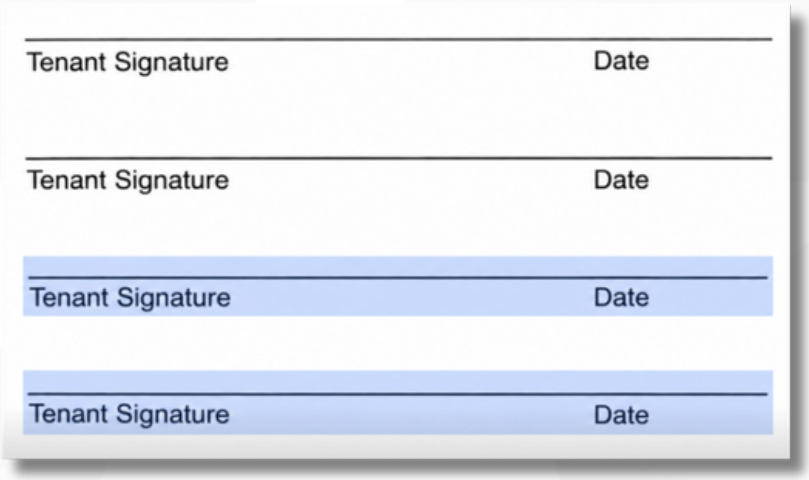
CHANGE #1

PREVIOUS VERSION:



Tenant Signature	Date	Owner or Owner's Broker Signature	Date
Tenant Signature	Date	Owner or Owner's Broker Signature	Date

UPDATED VERSION:



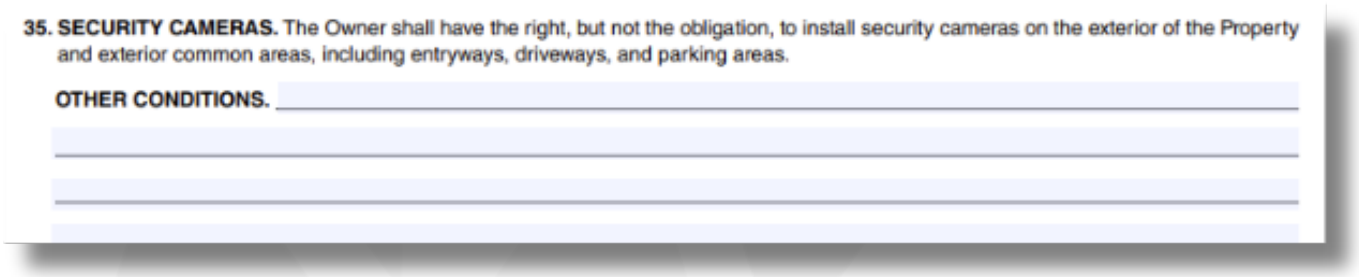
Tenant Signature	Date
Tenant Signature	Date
Tenant Signature	Date
Tenant Signature	Date

SUMMARY OF CHANGE: Additional line added to all Property Management forms for four tenants

RESIDENTIAL LEASE AGREEMENT

CHANGE #1 - PAGE 7

PREVIOUS VERSION:



35. **SECURITY CAMERAS.** The Owner shall have the right, but not the obligation, to install security cameras on the exterior of the Property and exterior common areas, including entryways, driveways, and parking areas.

OTHER CONDITIONS. _____

UPDATED VERSION:



36. **OTHER CONDITIONS.**

SUMMARY OF CHANGE: Added number to Other Conditions section and changed to large fillable text field

RESIDENTIAL PROPERTY MANAGEMENT AND EXCLUSIVE RIGHT TO LEASE

CHANGE #1 - PAGE 1 - PARAGRAPH 2

PREVIOUS VERSION:

2. **Term.** This Agreement includes both Broker's exclusive right to lease the Property and Broker's management of the Property. The term for the Agreement shall be:
   a. **The term of the Exclusive Right to Lease the Property** begins on the Effective Date and expires at midnight on first anniversary of the Effective Date.
   b. **The term of the Property Management of the Property** begins on the Effective Date and shall continue thereafter from year to year, automatically renewing on the anniversary of the Effective Date, unless otherwise terminated earlier as allowed under Section 18.

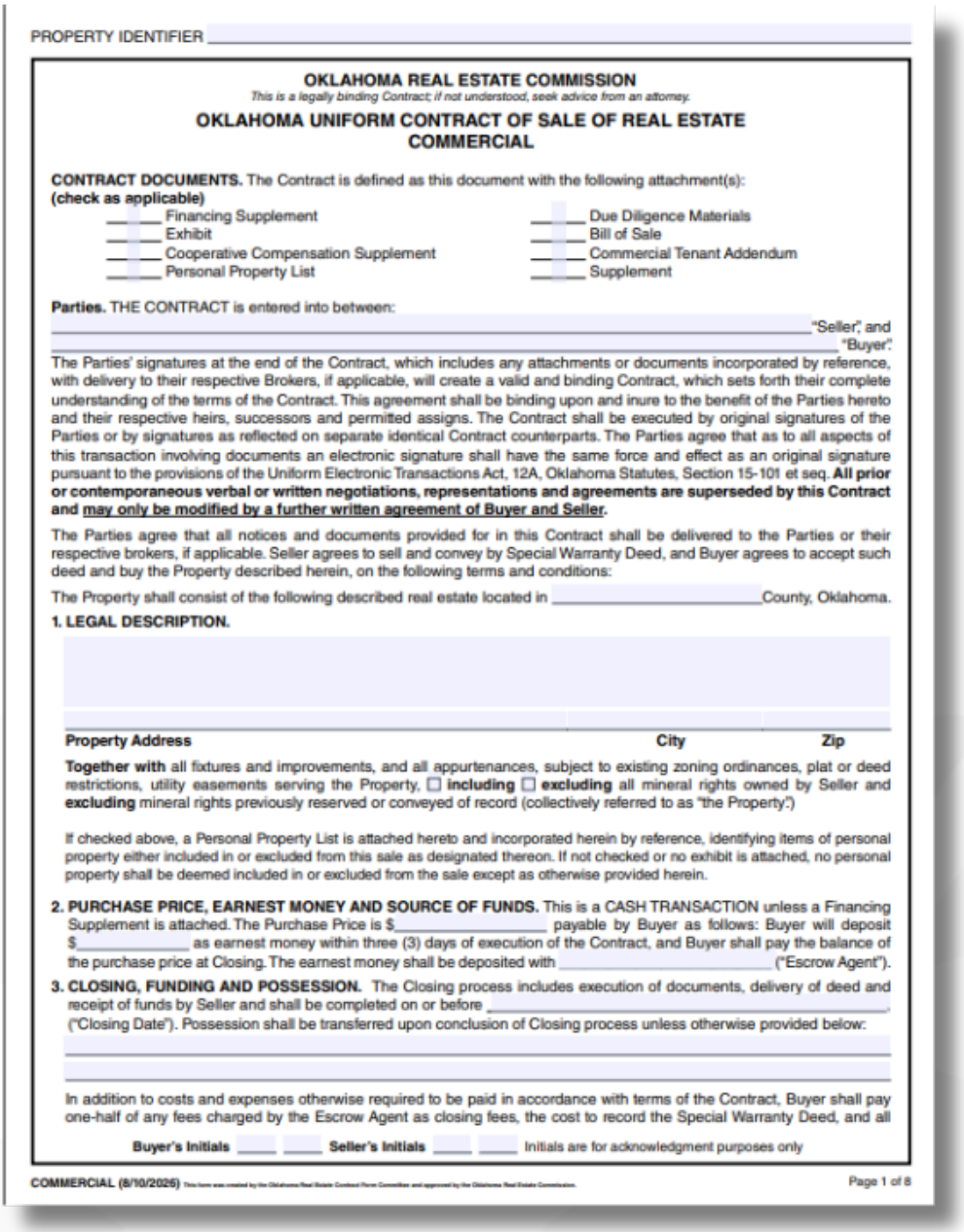
UPDATED VERSION:

2. **Term.** This Agreement includes both Broker's exclusive right to lease the Property and Broker's management of the Property. The term for the Agreement shall be:
   a. **The term of the Exclusive Right to Lease the Property** begins on the Effective Date and expires at midnight on first anniversary of the Effective Date.
   b. **The term of the Property Management of the Property** begins on the Effective Date and shall continue thereafter from year to year, automatically renewing on the anniversary of the Effective Date, unless otherwise terminated earlier as allowed under Section 19.

SUMMARY OF CHANGE: Updated cancellation section referenced in Paragraph 2 to match cancellation section 19

NEW CONTRACTS AND FORMS

COMMERCIAL SALE



PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

OKLAHOMA UNIFORM CONTRACT OF SALE OF REAL ESTATE
COMMERCIAL

CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s):
(check as applicable)

_____ Financing Supplement
_____ Exhibit
_____ Cooperative Compensation Supplement
_____ Personal Property List
_____ Due Diligence Materials
_____ Bill of Sale
_____ Commercial Tenant Addendum
_____ Supplement

Parties. THE CONTRACT is entered into between:
_____"Seller," and
_____, "Buyer."
The Parties' signatures at the end of the Contract, which includes any attachments or documents incorporated by reference, with delivery to their respective Brokers, if applicable, will create a valid and binding Contract, which sets forth their complete understanding of the terms of the Contract. This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. The Contract shall be executed by original signatures of the Parties or by signatures as reflected on separate identical Contract counterparts. The Parties agree that as to all aspects of this transaction involving documents an electronic signature shall have the same force and effect as an original signature pursuant to the provisions of the Uniform Electronic Transactions Act, 12A, Oklahoma Statutes, Section 15-101 et seq. **All prior or contemporaneous verbal or written negotiations, representations and agreements are superseded by this Contract and may only be modified by a further written agreement of Buyer and Seller.**

The Parties agree that all notices and documents provided for in this Contract shall be delivered to the Parties or their respective brokers, if applicable. Seller agrees to sell and convey by Special Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

The Property shall consist of the following described real estate located in _____County, Oklahoma.

1. LEGAL DESCRIPTION.

Property Address **City** **Zip**

Together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, ☐ **including** ☐ **excluding** all mineral rights owned by Seller and **excluding** mineral rights previously reserved or conveyed of record (collectively referred to as "the Property".)

If checked above, a Personal Property List is attached hereto and incorporated herein by reference, identifying items of personal property either included in or excluded from this sale as designated thereon. If not checked or no exhibit is attached, no personal property shall be deemed included in or excluded from the sale except as otherwise provided herein.

2. PURCHASE PRICE, EARNEST MONEY AND SOURCE OF FUNDS. This is a CASH TRANSACTION unless a Financing Supplement is attached. The Purchase Price is $_____ payable by Buyer as follows: Buyer will deposit $_____ as earnest money within three (3) days of execution of the Contract, and Buyer shall pay the balance of the purchase price at Closing. The earnest money shall be deposited with _____ ("Escrow Agent").

3. CLOSING, FUNDING AND POSSESSION. The Closing process includes execution of documents, delivery of deed and receipt of funds by Seller and shall be completed on or before _____ ("Closing Date"). Possession shall be transferred upon conclusion of Closing process unless otherwise provided below:

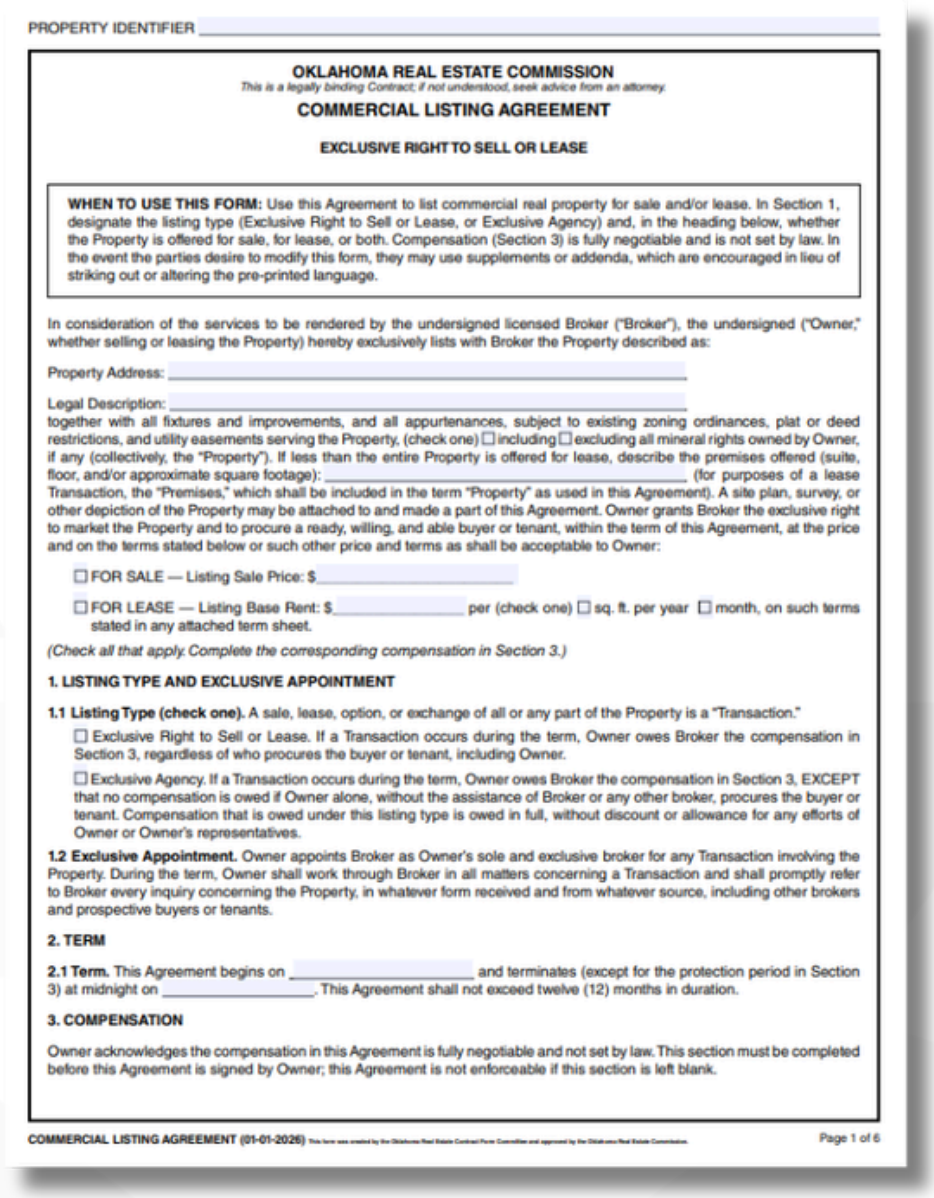
In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay one-half of any fees charged by the Escrow Agent as closing fees, the cost to record the Special Warranty Deed, and all

Buyer's Initials _____ _____ **Seller's Initials** _____ _____ Initials are for acknowledgment purposes only

COMMERCIAL (8/10/2026) This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission. Page 1 of 8

DESCRIPTION OF NEW FORM: Outlines the primary terms for purchase of commercial property addressing due diligence, financial disclosures, environmental factors, and closing requirements.

COMMERCIAL LISTING AGREEMENT



PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

COMMERCIAL LISTING AGREEMENT

EXCLUSIVE RIGHT TO SELL OR LEASE

WHEN TO USE THIS FORM: Use this Agreement to list commercial real property for sale and/or lease. In Section 1, designate the listing type (Exclusive Right to Sell or Lease, or Exclusive Agency) and, in the heading below, whether the Property is offered for sale, for lease, or both. Compensation (Section 3) is fully negotiable and is not set by law. In the event the parties desire to modify this form, they may use supplements or addenda, which are encouraged in lieu of striking out or altering the pre-printed language.

In consideration of the services to be rendered by the undersigned licensed Broker ("Broker"), the undersigned ("Owner," whether selling or leasing the Property) hereby exclusively lists with Broker the Property described as:

Property Address: _____

Legal Description: _____
together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, and utility easements serving the Property, (check one) ☐ including ☐ excluding all mineral rights owned by Owner, if any (collectively, the "Property"). If less than the entire Property is offered for lease, describe the premises offered (suite, floor, and/or approximate square footage): _____ (for purposes of a lease Transaction, the "Premises," which shall be included in the term "Property" as used in this Agreement). A site plan, survey, or other depiction of the Property may be attached to and made a part of this Agreement. Owner grants Broker the exclusive right to market the Property and to procure a ready, willing, and able buyer or tenant, within the term of this Agreement, at the price and on the terms stated below or such other price and terms as shall be acceptable to Owner:

☐ FOR SALE — Listing Sale Price: $_____

☐ FOR LEASE — Listing Base Rent: $_____ per (check one) ☐ sq. ft. per year ☐ month, on such terms stated in any attached term sheet.

(Check all that apply. Complete the corresponding compensation in Section 3.)

1. LISTING TYPE AND EXCLUSIVE APPOINTMENT

1.1 Listing Type (check one). A sale, lease, option, or exchange of all or any part of the Property is a "Transaction."

☐ Exclusive Right to Sell or Lease. If a Transaction occurs during the term, Owner owes Broker the compensation in Section 3, regardless of who procures the buyer or tenant, including Owner.

☐ Exclusive Agency. If a Transaction occurs during the term, Owner owes Broker the compensation in Section 3, EXCEPT that no compensation is owed if Owner alone, without the assistance of Broker or any other broker, procures the buyer or tenant. Compensation that is owed under this listing type is owed in full, without discount or allowance for any efforts of Owner or Owner's representatives.

1.2 Exclusive Appointment. Owner appoints Broker as Owner's sole and exclusive broker for any Transaction involving the Property. During the term, Owner shall work through Broker in all matters concerning a Transaction and shall promptly refer to Broker every inquiry concerning the Property, in whatever form received and from whatever source, including other brokers and prospective buyers or tenants.

2. TERM

2.1 Term. This Agreement begins on _____ and terminates (except for the protection period in Section 3) at midnight on _____. This Agreement shall not exceed twelve (12) months in duration.

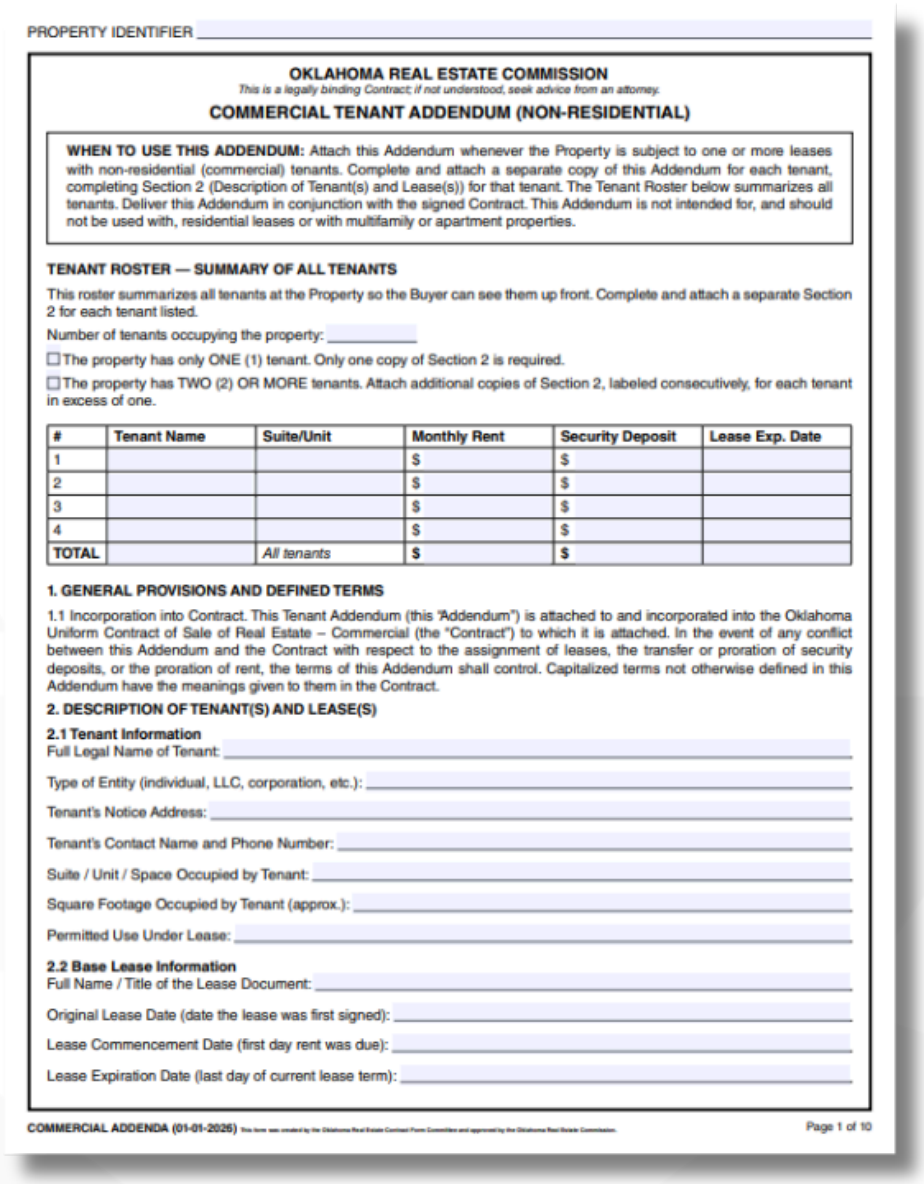
3. COMPENSATION

Owner acknowledges the compensation in this Agreement is fully negotiable and not set by law. This section must be completed before this Agreement is signed by Owner; this Agreement is not enforceable if this section is left blank.

COMMERCIAL LISTING AGREEMENT (01-01-2026) Page 1 of 6

DESCRIPTION OF NEW FORM: Outlines the relationship between a commercial property owner and broker for the sale and/or lease of commercial real estate. The agreement addresses the listing type, term, broker compensation, marketing authority, property disclosures, and the respective responsibilities of the owner and broker.

COMMERCIAL ADDENDA PACKET



PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

COMMERCIAL TENANT ADDENDUM (NON-RESIDENTIAL)

WHEN TO USE THIS ADDENDUM: Attach this Addendum whenever the Property is subject to one or more leases with non-residential (commercial) tenants. Complete and attach a separate copy of this Addendum for each tenant, completing Section 2 (Description of Tenant(s) and Lease(s)) for that tenant. The Tenant Roster below summarizes all tenants. Deliver this Addendum in conjunction with the signed Contract. This Addendum is not intended for, and should not be used with, residential leases or with multifamily or apartment properties.

TENANT ROSTER — SUMMARY OF ALL TENANTS

This roster summarizes all tenants at the Property so the Buyer can see them up front. Complete and attach a separate Section 2 for each tenant listed.

Number of tenants occupying the property: _____

☐ The property has only ONE (1) tenant. Only one copy of Section 2 is required.

☐ The property has TWO (2) OR MORE tenants. Attach additional copies of Section 2, labeled consecutively, for each tenant in excess of one.

#	Tenant Name	Suite/Unit	Monthly Rent	Security Deposit	Lease Exp. Date
1			$	$	
2			$	$	
3			$	$	
4			$	$	
TOTAL		*All tenants*	$	$	

1. GENERAL PROVISIONS AND DEFINED TERMS

1.1 Incorporation into Contract. This Tenant Addendum (this "Addendum") is attached to and incorporated into the Oklahoma Uniform Contract of Sale of Real Estate – Commercial (the "Contract") to which it is attached. In the event of any conflict between this Addendum and the Contract with respect to the assignment of leases, the transfer or proration of security deposits, or the proration of rent, the terms of this Addendum shall control. Capitalized terms not otherwise defined in this Addendum have the meanings given to them in the Contract.

2. DESCRIPTION OF TENANT(S) AND LEASE(S)

2.1 Tenant Information

Full Legal Name of Tenant: _____

Type of Entity (individual, LLC, corporation, etc.): _____

Tenant's Notice Address: _____

Tenant's Contact Name and Phone Number: _____

Suite / Unit / Space Occupied by Tenant: _____

Square Footage Occupied by Tenant (approx.): _____

Permitted Use Under Lease: _____

2.2 Base Lease Information

Full Name / Title of the Lease Document: _____

Original Lease Date (date the lease was first signed): _____

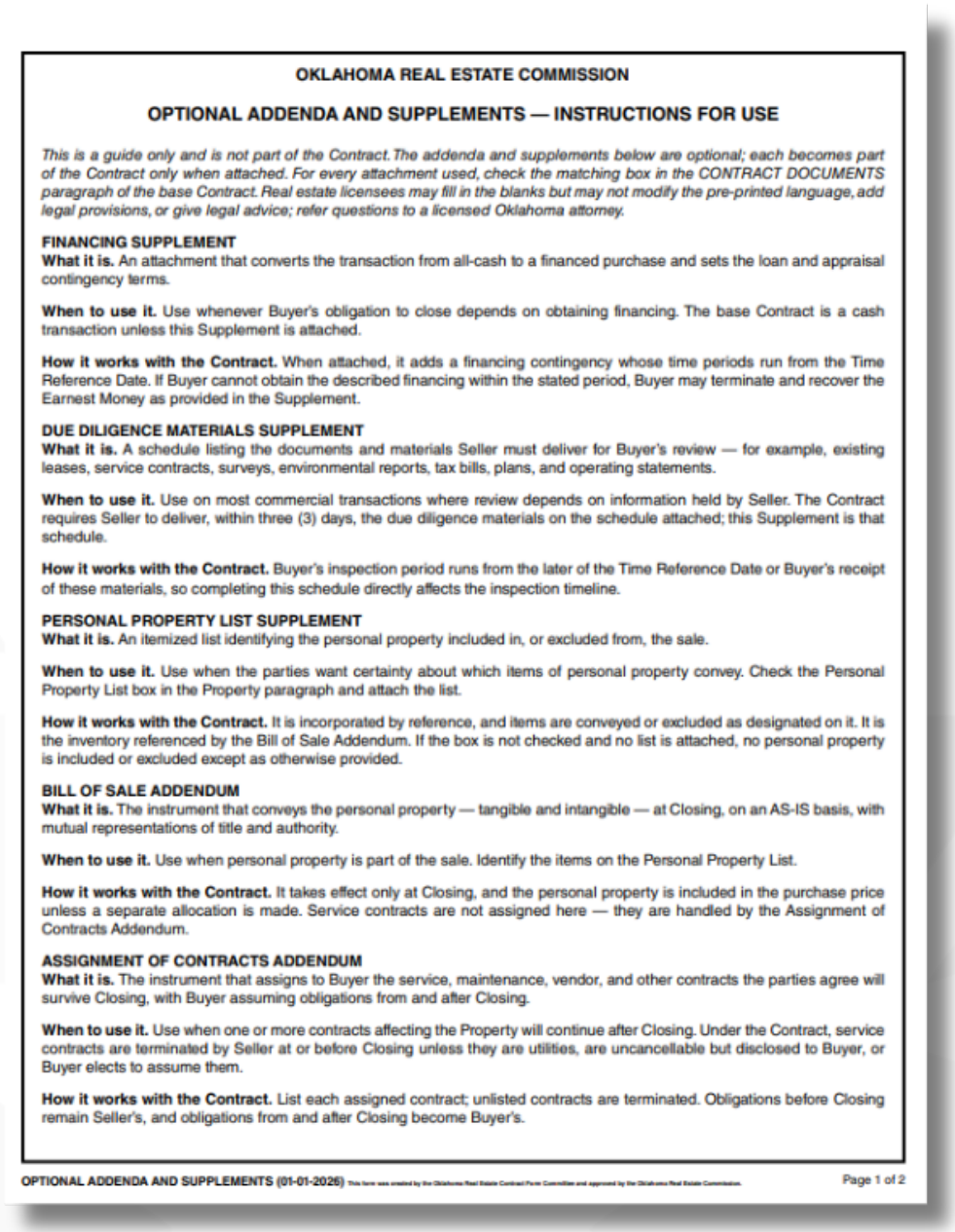
Lease Commencement Date (first day rent was due): _____

Lease Expiration Date (last day of current lease term): _____

COMMERCIAL ADDENDA (01-01-2026) [illegible] Page 1 of 10

DESCRIPTION OF NEW FORM: Outlines transaction-specific addenda for use with the Oklahoma Uniform Contract of Sale of Real Estate – Commercial. The packet includes forms addressing tenant-occupied properties, the transfer of personal property, and other matters that may need to be incorporated into a commercial transaction.

COMMERCIAL OPTIONAL ADDENDA AND SUPPLEMENTS GUIDE



OKLAHOMA REAL ESTATE COMMISSION

OPTIONAL ADDENDA AND SUPPLEMENTS — INSTRUCTIONS FOR USE

This is a guide only and is not part of the Contract. The addenda and supplements below are optional; each becomes part of the Contract only when attached. For every attachment used, check the matching box in the CONTRACT DOCUMENTS paragraph of the base Contract. Real estate licensees may fill in the blanks but may not modify the pre-printed language, add legal provisions, or give legal advice; refer questions to a licensed Oklahoma attorney.

FINANCING SUPPLEMENT
What it is. An attachment that converts the transaction from all-cash to a financed purchase and sets the loan and appraisal contingency terms.

When to use it. Use whenever Buyer's obligation to close depends on obtaining financing. The base Contract is a cash transaction unless this Supplement is attached.

How it works with the Contract. When attached, it adds a financing contingency whose time periods run from the Time Reference Date. If Buyer cannot obtain the described financing within the stated period, Buyer may terminate and recover the Earnest Money as provided in the Supplement.

DUE DILIGENCE MATERIALS SUPPLEMENT
What it is. A schedule listing the documents and materials Seller must deliver for Buyer's review — for example, existing leases, service contracts, surveys, environmental reports, tax bills, plans, and operating statements.

When to use it. Use on most commercial transactions where review depends on information held by Seller. The Contract requires Seller to deliver, within three (3) days, the due diligence materials on the schedule attached; this Supplement is that schedule.

How it works with the Contract. Buyer's inspection period runs from the later of the Time Reference Date or Buyer's receipt of these materials, so completing this schedule directly affects the inspection timeline.

PERSONAL PROPERTY LIST SUPPLEMENT
What it is. An itemized list identifying the personal property included in, or excluded from, the sale.

When to use it. Use when the parties want certainty about which items of personal property convey. Check the Personal Property List box in the Property paragraph and attach the list.

How it works with the Contract. It is incorporated by reference, and items are conveyed or excluded as designated on it. It is the inventory referenced by the Bill of Sale Addendum. If the box is not checked and no list is attached, no personal property is included or excluded except as otherwise provided.

BILL OF SALE ADDENDUM
What it is. The instrument that conveys the personal property — tangible and intangible — at Closing, on an AS-IS basis, with mutual representations of title and authority.

When to use it. Use when personal property is part of the sale. Identify the items on the Personal Property List.

How it works with the Contract. It takes effect only at Closing, and the personal property is included in the purchase price unless a separate allocation is made. Service contracts are not assigned here — they are handled by the Assignment of Contracts Addendum.

ASSIGNMENT OF CONTRACTS ADDENDUM
What it is. The instrument that assigns to Buyer the service, maintenance, vendor, and other contracts the parties agree will survive Closing, with Buyer assuming obligations from and after Closing.

When to use it. Use when one or more contracts affecting the Property will continue after Closing. Under the Contract, service contracts are terminated by Seller at or before Closing unless they are utilities, are uncancellable but disclosed to Buyer, or Buyer elects to assume them.

How it works with the Contract. List each assigned contract; unlisted contracts are terminated. Obligations before Closing remain Seller's, and obligations from and after Closing become Buyer's.

OPTIONAL ADDENDA AND SUPPLEMENTS (01-01-2026) This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission. Page 1 of 2

DESCRIPTION OF NEW FORM: A guide to the optional forms available for use with the commercial contract, including financing, due diligence materials, personal property, bill of sale, assignment of contracts, tenant matters, cooperative compensation, and standard clauses. Each applicable addendum or supplement becomes part of the contract when selected and attached.

PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

COUNTEROFFER #_____

1. COUNTEROFFER. The undersigned ☐ Buyer(s) ☐ Seller(s) submits this Counteroffer concerning the purchase and sale of the real estate described above, in accordance with the terms and conditions of the Oklahoma Uniform Contract of Sale of Real Estate and, if included, any Supplement(s) and previously submitted Counteroffer(s), except for the undersigned party's deletions, amendments, or modifications as follows:

Contract of Sale of Real Estate (Select all that apply):

☐ Purchase Price: $_____ Paragraph _____

☐ Earnest Money: $_____ Paragraph _____

☐ Buyer's Broker Compensation: $_____ or %_____ Paragraph _____

☐ Closing Date: _____ Paragraph _____

☐ Time Reference Date: _____ Paragraph _____

☐ Land or Boundary Survey or Report shall be (check one):
☐ Buyer's Expense ☐ Seller's Expense Paragraph _____

☐ Days to Inspect: _____ Paragraph _____

☐ Days to Negotiate TRR: _____ Paragraph _____

Other (reference should be made by number to the specific paragraph of the Contract of Sale of Real Estate which is amended or modified):

Supplement(s):

2. OTHER TERMS. All other terms and conditions of the Contract of Sale of Real Estate and, if included, any Supplement(s) and previously submitted Counteroffer(s) shall remain in effect unless otherwise modified by this Counteroffer. In the event of a conflict between this Counteroffer and the Contract of Sale of Real Estate, any Supplement(s), or any previously submitted Counteroffer(s), the terms and conditions of this Counteroffer shall govern.

3. ACCEPTANCE TIME. The foregoing Counteroffer shall be accepted in writing and an executed copy delivered to the offering party or their Broker, if applicable, on or before _____, 20___, at _____ .m at which time this Counteroffer will terminate unless withdrawn prior to acceptance or termination.

☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

4. ACCEPTANCE OF COUNTEROFFER. The undersigned accepts the foregoing Counteroffer and agrees to the purchase and sale of the above described Property on the terms and conditions set forth in the Counteroffer.

☐ Buyer(s) ☐ Seller _____ _____
Signature Date

☐ Buyer(s) ☐ Seller _____ _____
Signature Date

5. REJECTION OR MODIFICATION OF BUYER'S COUNTEROFFER.
The ☐ Buyer(s) ☐ Seller, by initialing these blanks _____ _____ _____

(check only one): ☐ **REJECTS** foregoing counteroffer.
☐ **MODIFIES** Counteroffer #_____ is modified as indicated by the Counteroffer #_____.

NOTE: The terms of the Contract of Sale of Real Estate and, if included, any Supplement(s), related addenda, and previously submitted Counteroffer(s) shall remain in effect unless modified by this Counteroffer. Signatures on this form by all parties shall constitute a fully executed Contract of Sale of Real Estate. Seller should sign only this Counteroffer, the Acknowledgement and Confirmation of Disclosures form and, if applicable, the Real Estate Certification at the bottom of the applicable Financing Agreement. **BY INITIALING BELOW, BUYER AND SELLER CONFIRM RECEIPT OF THIS COUNTEROFFER.** Buyer's Initials _____ _____ Seller's Initials _____ _____ Initials are for acknowledgment purposes only and do not constitute execution hereof.

FOR REVIEW ONLY