

**Exhibit "B"**



SELLER'S COUNTER OFFER No. 1

1 This is a counter offer to  Sale Agreement or  Buyer's Counter Offer  
2 Seller: Michael Grassmüeck  
3 Buyer: Dale Perkins  
4 The real property described as: 627 E Arch Union OR 97883

5 **AGREEMENT TO SELL:**  
6 Seller agrees to sell the real and personal property upon the terms and conditions set forth in the Sale Agreement and subsequent counter offers where  
7 applicable, except as modified as follows: Sales price to be \$164,500.00. Buyer to put down additional money earnest money  
8 of \$10,000.00 to make the total \$12,500.00.  
9 For additional provisions, see Addendum \_\_\_\_\_

10 All remaining terms and conditions of the Sale Agreement (and other counter offer(s), where applicable), not otherwise modified, are approved and  
11 accepted by Seller. Time is of the essence. This Seller's Counter Offer shall automatically expire on 02/01/2010 at 5  a.m.  p.m. (The Counter  
12 Offer Deadline), if not accepted within that time. If Buyer accepts this Seller's Counter Offer after the Counter Offer Deadline, it shall not be binding upon Seller  
13 unless agreed to by Seller in writing within \_\_\_\_\_ business days (two (2) if not filed in) thereafter by so indicating at the Seller's Acknowledgment Section  
14 below. This Seller's Counter Offer may be accepted by Buyer only in writing. However, Seller may withdraw this counter offer any time prior to Buyer's written  
15 acceptance.

16 Seller acknowledges receipt of a completely filled in copy of Buyer's Offer and Seller's Counter Offer, and all subsequent counter offers where applicable,  
17 which Seller has fully read and understands. Seller acknowledges that Seller has not relied on any oral or written statements of any Buyer or of any  
18 Licensee(s) which are not expressly contained in the Sale Agreement as amended. Seller instructs that all earnest money distributable to Seller pursuant to  
19 the Sale Agreement shall be disbursed as follows after completion of any title insurance and Escrow cancellation charges: (check one)  First to Listing Firm,  
20 to the extent of the agreed commission just as if the transaction had been consummated, with residue to Seller or  100% to the seller.

21 Seller Signature [Signature] Date 1/21/10 \_\_\_\_\_ a.m. 2:00 p.m. ←  
22 Seller Signature \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

23 **BUYER'S RESPONSE (select only one):**  
24  Buyer accepts Seller's Counter Offer.  
25  Buyer does not accept Seller's Counter Offer AND submits the attached Buyer's Counter Offer.  
26  Buyer rejects Seller's Counter Offer.

27 Buyer acknowledges receipt of signed copies of the Sale Agreement and all subsequent counter offers including this Seller's Counter Offer, where applicable,  
28 which Buyer has fully read and understands.

29 Buyer Signature [Signature] Date 1/22/2010 \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←  
30 Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

31 **SELLER'S ACKNOWLEDGMENT:**  
32 Seller acknowledges receipt of copies of the Sale Agreement and all subsequent counter offers, including this Seller's Counter Offer, which Seller has fully  
33 read and understands. If Buyer's response to Seller's Counter Offer is an acceptance that has occurred after the Counter Offer Deadline identified in the  
34 Agreement to Sell Section above, Seller (select only one):  agrees  does not agree, to be bound thereby. (The failure to check either box shall  
35 constitute a rejection by Seller of Buyer's acceptance of Seller's Counter Offer after said deadline.)

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

38 **RECEIPT OF EARNEST MONEY**  
39 (Use only if amount of earnest money is modified).  
40 Selling Firm acknowledges receipt of earnest money from Buyer NOT previously received in the sum of \$ \_\_\_\_\_ without  by cash  check.  
41  promissory note payable on or before \_\_\_\_\_, which Selling Firm agrees to hold as provided in the Agreement.  
42 Selling Licensee's signature \_\_\_\_\_

43 Selling Licensee Jamie Flowers Listing Licensee Anna Goodman

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE AG 1-22-10