

occupancy period, but contrary to the offer, it contained additional terms. The church's president signed this attached purchase agreement, but defendant did not sign it. The offer by letter dated June 3, 2003, did not reference other potential purchasers. On June 10, White Chapel, by letter, offered to pay \$900,000 cash for the property, with no conditions or contingencies related to zoning and 180 days post closing occupancy rent free. On that same date (June 10), Pernal sent a letter to both potential purchasers. This letter indicated that "amended offers" had been received. The letter further provided that the offer would remain open for two weeks' time as provided in the initial offering letter. On June 13, the church sent a letter to Pernal, stating that the offer had been accepted on June 4, and that an enforceable contract was formed. The church sued Pernal for breach of contract. Will it win?

6. Pernal owned a parcel of real estate adjacent to property owned by St. Nicholas Greek Orthodox Church. Pernal sent a letter to the church indicating that he was offering it for sale for "\$825,000 cash/mortgage, 'as is,' with no conditions, no contingencies related to zoning and 120 days post closing occupancy for the present tenants." This offer was dated June 3, 2003, and expressly provided that it would remain open for a two-week period. On the same day, Pernal also sent the same offer to sell the property on the same terms to another prospective purchaser, White Chapel Memorial Association Park Perpetual Care Trust. On June 4, the church sent a letter indicating that it accepted the terms of the offer that Pernal had set forth in his letter. However, the church's letter also referenced an attached purchase agreement. The purchase agreement agreed with Pernal's purchase price and the close