

**SELLER'S COUNTEROFFER No. \_\_\_\_\_**

1 This is a counteroffer to the  Sale Agreement or  Buyer's Counteroffer No. \_\_\_\_\_.

2 Buyer(s) \_\_\_\_\_  
 3 Seller(s) \_\_\_\_\_  
 4 Property Address or Tax ID # \_\_\_\_\_  
 5 \_\_\_\_\_ (the "Property")

6 **1. AGREEMENT TO SELL:** Seller agrees to sell the real and personal property upon the terms and conditions set forth in the Sale Agreement and  
 7 subsequent counteroffers where applicable, except as modified as follows:

8 \_\_\_\_\_  
 9 \_\_\_\_\_  
 10 \_\_\_\_\_  
 11 \_\_\_\_\_  
 12 \_\_\_\_\_  
 13 \_\_\_\_\_  
 14 \_\_\_\_\_  
 15 \_\_\_\_\_  
 16 \_\_\_\_\_  
 17 \_\_\_\_\_  
 18 \_\_\_\_\_  
 19 \_\_\_\_\_ For additional provisions, see Addendum \_\_\_\_\_

20 All remaining terms and conditions of the Sale Agreement (and other counteroffer(s) where applicable), not otherwise modified, are approved and  
 21 accepted by Seller. Time is of the essence. This Seller's Counteroffer shall automatically expire on \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m.  
 22 (the "Counteroffer Deadline") if not accepted within that time. This Seller's Counteroffer may be accepted by Buyer only in writing. However, Seller  
 23 may withdraw this counteroffer before the Counteroffer Deadline at any time prior to Buyer's transmission of signed acceptance.

24 Seller acknowledges receipt of a completely filled-in copy of Buyer's Offer and Seller's Counteroffer, and all subsequent counteroffers where  
 25 applicable, which Seller has fully read and understands. Seller acknowledges Seller has not relied on any oral or written statements of any Buyer or  
 26 of any Agent(s) that are not expressly contained in the Sale Agreement as amended. Seller has reviewed the Seller Representations made in the  
 27 Sale Agreement and will promptly correct, in writing, any inaccurate representations.

28 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←  
 29 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

30 **2. BUYER'S RESPONSE (select only one):**

- 31  Buyer accepts Seller's Counteroffer.  
 32  Buyer does not accept Seller's Counteroffer AND Buyer has attached to this agreement Buyer's Counteroffer.  
 33  Buyer rejects Seller's Counteroffer.

34 Buyer acknowledges receipt of signed copies of the Sale Agreement and all subsequent counteroffers, including this Seller's Counteroffer, where  
 35 applicable, which Buyer has fully read and understands.

36 Buyer \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←  
 37 Buyer \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

38 This offer was Delivered by Buyer's Agent to Buyer for signature on (insert date) \_\_\_\_\_ at \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

39 Note: If delivery/transmission occurs after the Counteroffer Deadline identified above, it will not become binding upon Seller and Buyer unless the  
 40 parties agree to extend said Deadline by an Addendum, Counteroffer, or other writing, jointly signed by the parties. The parties' failure to do so shall  
 41 be treated as a rejection under Buyers Response above, and this transaction shall be automatically terminated.

42 Buyer's Agent \_\_\_\_\_ Seller's Agent \_\_\_\_\_