

BUYER'S COUNTEROFFER NO. _____

1 This is a counteroffer to Seller's Counteroffer No. _____

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

6 **1. AGREEMENT TO SELL:** Buyer will buy 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: (*describe*)

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 Buyer. This Buyer's Counteroffer will automatically expire on (*insert date and time*) _____ at _____ a.m. p.m.
22 (the "Counteroffer Deadline"), if not accepted within that time. This Buyer's Counteroffer may be accepted by Seller only in writing. However, Buyer
23 may withdraw this offer before the Offer Deadline at any time before Seller's transmission of signed acceptance.24 Buyer acknowledges receipt of a completely filled-in copy of Seller's Offer and Buyer's Counteroffer, and all subsequent counteroffers where
25 applicable, which Buyer has fully read and understands. Buyer acknowledges Buyer has not relied on any oral or written statements of any Seller,
26 Seller's Agent, or Buyer's Agent that are not expressly contained in the Sale Agreement as amended.

27 Buyer _____ Print _____ Date _____ a.m. p.m. ←
28 Buyer _____ Print _____ Date _____ a.m. p.m. ←

29 **2. SELLER'S RESPONSE:** Seller has reviewed the Seller Representations made in the Seller Representations section and elsewhere in the Sale
30 Agreement and will promptly correct, in writing, any inaccurate representations. (*select only one*)

- 31 (a) Seller accepts Buyer's Counteroffer.
32 (b) Seller does not accept Buyer's Counteroffer AND submits the attached OREF C-504 – Seller's Counteroffer.
33 (c) Seller rejects Buyer's Counteroffer.

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

36 Seller _____ Print _____ Date _____ a.m. p.m. ←
37 Seller _____ Print _____ Date _____ a.m. p.m. ←

38 If delivery/transmission occurs after the Counteroffer Deadline identified above, it will not become binding upon Seller and Buyer unless the parties
39 agree to extend the Counteroffer Deadline by an addendum, counteroffer, or other writing, jointly signed by the parties. The parties' failure to do so
40 will be treated as a rejection under Section 2 (Seller's Response), and this transaction will be automatically terminated.

41 Buyer's Agent(s) _____ Seller's Agent(s) _____