

SELLER'S COUNTEROFFER NO. _____

This is a counteroffer to the Sale Agreement or Buyer's Counteroffer No. _____.

Buyer(s) _____
Seller(s) _____
Property Address or Tax ID # _____ (the "Property")

1. AGREEMENT TO SELL: Seller will sell the real and personal property upon the terms and conditions set forth in the Sale Agreement and subsequent counteroffers where applicable, except as modified as follows: (*describe*)

_____ For additional provisions, see Addendum _____

All remaining terms and conditions of the Sale Agreement (and other counteroffer[s] where applicable), not otherwise modified, are approved and accepted by Seller. Time is of the essence. This Seller's Counteroffer will automatically expire on (*insert date and time*) _____ at _____ a.m. p.m. (the "Counteroffer Deadline") if not accepted within that time. This Seller's Counteroffer may be accepted by Buyer only in writing. However, Seller may withdraw this counteroffer before the Counteroffer Deadline at any time before Buyer's transmission of signed acceptance.

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

Seller _____ Date _____ a.m. p.m. ←
Print Name _____

Seller _____ Date _____ a.m. p.m. ←
Print Name _____

SELLER'S COUNTEROFFER NO. _____

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

- (a) Buyer accepts Seller's Counteroffer.
- (b) Buyer does not accept Seller's Counteroffer AND Buyer has attached to this agreement OREF 004 – Buyer's Counteroffer.
- (c) Buyer rejects Seller's Counteroffer.

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

Buyer _____ Date _____ a.m. p.m. ←
Print Name _____

Buyer _____ Date _____ a.m. p.m. ←
Print Name _____

This offer was Delivered by Buyer's Agent to Buyer for signature on (*insert date and time*) _____ at _____ a.m. p.m.

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

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