

BUYER'S COUNTEROFFER NO. _____

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

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

1. AGREEMENT TO PURCHASE: Buyer will purchase 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 Buyer. Time is of the essence. This Buyer'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 Buyer's Counteroffer may be accepted by Seller only in writing. However, Buyer may withdraw this offer before the Counteroffer Deadline at any time before Seller's transmission of signed acceptance.

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

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

2. SELLER'S RESPONSE: Seller has reviewed the Seller Representations made in the Seller Representations section and elsewhere in the Sale Agreement

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and will promptly correct, in writing, any inaccurate representations. (*select only one*)

- (a) Seller accepts Buyer's Counteroffer.
- (b) Seller does not accept Buyer's Counteroffer AND Seller has attached to this agreement OREF 003 – Seller's Counteroffer.
- (c) Seller rejects Buyer's Counteroffer.

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

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

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

This offer was Delivered by Seller's Agent to Seller 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 (Seller's Response), and this transaction will be automatically terminated.

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