

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 PURCHASE:** Buyer will purchase the real and personal property upon the terms and conditions set forth in the Sale Agreement
7 and subsequent counteroffers where applicable, except as modified as follows: *(describe)*

8 _____

9 _____

10 _____

11 _____

12 _____

13 _____

14 _____

15 _____

16 _____

17 _____ For additional provisions, see Addendum _____

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

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

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

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

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

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

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

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

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

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

37 If Delivery occurs after the Counteroffer Deadline identified above, it will not become binding upon Seller and Buyer unless the Parties agree to extend
38 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
39 a rejection under Section 2 (Seller's Response), and this transaction will be automatically terminated.

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