

**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*)

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

41 Buyer's Agent(s) \_\_\_\_\_ Seller's Agent(s) \_\_\_\_\_