

**SELLER'S COUNTEROFFER NO. \_\_\_\_\_**

1 This is a counteroffer to the  Sale Agreement or  Buyer's Counteroffer No. \_\_\_\_\_

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

6 **1. AGREEMENT TO SELL:** Seller will sell 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 Seller. This Seller'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 Seller's Counteroffer may be accepted by Buyer only in writing. However, Seller  
23 may withdraw this counteroffer before the Counteroffer Deadline any time before Buyer's transmission of signed acceptance.

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

28 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←  
29 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

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

- 31 (a)  Buyer accepts Seller's Counteroffer.
- 32 (b)  Buyer does not accept Seller's Counteroffer AND Buyer has attached to this agreement OREF C-503 – Buyer's Counteroffer.
- 33 (c)  Buyer rejects Seller's Counteroffer.

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

36 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←  
37 Buyer \_\_\_\_\_ 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 (Buyer's Response) and this transaction will be automatically terminated.

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