



**BUYER COUNTER OFFER No. \_\_\_\_\_**  
(C.A.R. Form BCO, Revised 6/23)

Date \_\_\_\_\_

This is a counter offer to the Seller Counter Offer No. \_\_\_\_\_, OR ☐ Seller Multiple Counter Offer No. \_\_\_\_\_, ☐ Other \_\_\_\_\_

dated \_\_\_\_\_, on property known as 18754 White Moon Drive, Morgan Hill, CA 95037 ("Offer"),  
between \_\_\_\_\_ ("Property"),  
and \_\_\_\_\_ ("Buyer")  
and \_\_\_\_\_ ("Seller").

Buyer and Seller are referred to as the "Parties."

**1. TERMS:** The terms and conditions of the above referenced document are accepted subject to the following:

- A.** The Liquidated Damages and Arbitration of Disputes paragraphs in the Offer each require initials by all Parties. If either of those paragraphs is not initialed by all Parties, that paragraph is excluded from the final Agreement unless specifically referenced for inclusion in **paragraph 1D** of this or another Counter Offer or an addendum.
- B.** Unless Otherwise Agreed or altered in another Counter Offer, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer, but the dollar amount of any initial and increased deposit and Seller credits shall remain unchanged from the original Offer.
- C.** Unless Otherwise Agreed or altered in another Counter Offer, if in the original offer (such as **paragraph 3L(2)** of the RPA) the appraisal contingency amount is lower than the original offered price, then the dollar amount of any difference ("Appraisal Gap") shall remain unchanged and be deducted from the final contract price to create the final appraisal contingency amount. (For example, if the purchase price in the offer is \$1,000,000, and Buyer reduces the appraisal contingency value to \$950,000, the "Appraisal Gap" is \$50,000. If the purchase price is increased to \$1,200,000 as a result of this counter offer, the appraisal contingency value shall be adjusted to \$1,150,000 (\$1,200,000 less \$50,000). If the property appraises below \$1,150,000, Buyer may exercise the appraisal contingency right to cancel this Agreement.)

**D. OTHER TERMS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- D.** The following attached addenda are incorporated into this Buyer Counter Offer only when Signed by both Parties (if both Parties do not Sign and Deliver all attached addenda then any acceptance of this Buyer Counter Offer is not valid):

☐ Addendum No. \_\_\_\_\_

☐ \_\_\_\_\_ ☐ \_\_\_\_\_

**2. EXPIRATION:** This Buyer Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:

- A.** Unless by 5:00PM on the third Day after the date this Buyer Counter Offer is signed in **paragraph 3** (if more than one signature then, the last signature date)(or ☐ by \_\_\_\_\_ ☐ AM/☐ PM on \_\_\_\_\_ (date)) **(i)** it is Signed in **paragraph 4** by Seller and **(ii)** a copy of the Signed Buyer Counter Offer is Delivered to Buyer or Buyer's Authorized Agent
- B.** OR If Buyer withdraws this Buyer Counter Offer anytime prior to Seller's Acceptance by communicating withdrawal to Seller or Seller's Agent (C.A.R. Form WOO may be used).

**3. OFFER: BUYER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LONGER BE ACCEPTED. The terms and conditions of those documents are incorporated into this Buyer Counter Offer unless Otherwise Agreed.**

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

**4. ACCEPTANCE: I/WE** accept the above Buyer Counter Offer and all Signed Addenda, if any, **(If checked ☐ SUBJECT TO THE ATTACHED SELLER COUNTER OFFER No. \_\_\_\_\_ OR SELLER MULTIPLE COUNTER OFFER No. \_\_\_\_\_)** and acknowledge receipt of a Copy.

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

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