



This is a counter offer to the:  California Residential Purchase Agreement,  Counter Offer, or  Other \_\_\_\_\_ ("Offer"),  
dated August 24, 2011, on property known as 12345 Main st. ("Property"),  
between Joe Smith, Mary Smith ("Buyer") and  
Sam Jones, Ann Jones ("Seller").  
Date August 24, 2011

1. **TERMS:** The terms and conditions of the above referenced document are **accepted subject to the following:**  
A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer.  
B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer.

C. 1) Purchase Price to be \$540,000.  
2) The seller WILL credit the buyer with \$5,000 towards Buyer's recurring or non-recurring closing costs through escrow.  
3) Item 1D. Escrow period to be 45 days after acceptance.  
4) Item 2C. Listing Agent Pinnacle Estate Properties, Inc. is the agent of the seller exclusively.  
5) Item 3A. Initial Deposit to be \$16,000.

D. The following attached addenda are incorporated into this Counter Offer:  Addendum No. 1  
 Pinnacle Affiliated Business Disc.  \_\_\_\_\_

2. **RIGHT TO ACCEPT OTHER OFFERS:** If this is a Seller Counter Offer, (i) Seller has the right to continue to offer the Property for sale or for another transaction, and to accept any other offer at any time prior to Acceptance, as described in paragraph 3 and (ii) Seller's acceptance of another offer prior to Buyer's Acceptance of this Counter Offer, shall revoke this Counter Offer.

3. **EXPIRATION:** This Counter Offer shall be deemed revoked and the deposits, if any, shall be returned unless this Counter Offer is signed by the Buyer or Seller to whom it is sent and a Copy of the signed Counter Offer is personally received by the person making this Counter Offer or by \_\_\_\_\_, who is authorized to receive it, by 5:00 PM on the third Day After the later date specified in paragraph 5 or, (if checked) by  \_\_\_\_\_ (date), at \_\_\_\_\_ AM  PM. This Counter Offer may be executed in counterparts.

4.  (If checked:) **MULTIPLE COUNTER OFFER:** Seller is making a Counter Offer(s) to another prospective buyer(s) on terms that may or may not be the same as in this Counter Offer. Acceptance of this Counter Offer by Buyer shall **not** be binding unless and until it is subsequently re-Signed by Seller in paragraph 7 below and a Copy of the Counter Offer Signed in paragraph 7 is personally received by Buyer or by \_\_\_\_\_, who is authorized to receive it, by 5:00 PM on the third Day After the later date specified in paragraph 5 or, (if checked) by  \_\_\_\_\_ (date), at \_\_\_\_\_ AM  PM. Prior to the completion of all of these events, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property. **NOTE TO SELLER: Sign and date in paragraph 5 to make this Counter Offer.**

5. **OFFER:**  BUYER OR  SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.  
\_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_

6. **ACCEPTANCE:** I/WE accept the above Counter Offer (if checked  SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a Copy.  
\_\_\_\_\_  
Date \_\_\_\_\_ Time \_\_\_\_\_  AM  PM  
\_\_\_\_\_  
Date \_\_\_\_\_ Time \_\_\_\_\_  AM  PM

7. **MULTIPLE COUNTER OFFER SIGNATURE LINE:** By signing below, Seller accepts this Multiple Counter Offer.  
**NOTE TO SELLER: Do NOT sign in this box until after Buyer signs in paragraph 6. (Paragraph 7 applies only if paragraph 4 is checked.)**  
\_\_\_\_\_  
Date \_\_\_\_\_ Time \_\_\_\_\_  AM  PM  
\_\_\_\_\_  
Date \_\_\_\_\_ Time \_\_\_\_\_  AM  PM

8. (\_\_\_\_\_/\_\_\_\_\_) (Initials) **Confirmation of Acceptance:** A Copy of Signed Acceptance was personally received by the maker of the Counter Offer, or that person's authorized agent as specified in paragraph 3 (or, if this is a Multiple Counter Offer, the Buyer or Buyer's authorized agent as specified in paragraph 4) on (date) \_\_\_\_\_ at \_\_\_\_\_ AM  PM. **A binding Agreement is created when a Copy of Signed Acceptance is personally received by the the maker of the Counter Offer, or that person's authorized agent (or, if this is a Multiple Counter Offer, the Buyer or Buyer's authorized agent) whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Acceptance has occurred.**

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**SAMPLE**

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





The following terms and conditions are hereby incorporated in and made a part of the: [ ] Residential Purchase Agreement, [ ] Manufactured Home Purchase Agreement, [ ] Business Purchase Agreement, [ ] Residential Lease or Month-to-Month Rental Agreement, [ ] Vacant Land Purchase Agreement, [ ] Residential Income Property Purchase Agreement, [ ] Commercial Property Purchase Agreement, [ ] Residential Listing Agreement, [ ] Buyer Representation Agreement, [X] Other Counter Offer #1

dated August 24, 2011, on property known as 12345 Main st.

in which Joe SMith, Mary Smith is referred to as ("Buyer/Tenant/Broker") and Sam Jones, Ann Jones is referred to as ("Seller/Landlord/Broker").

Continued from Counter Offer #1

- 6) Item 3C(1). Buyer's maximum first trust deed interest rate not to exceed 5.25% with loan points not to exceed 1 point.
7) Item 3H(3) (ii) is hereby unchecked. The buyer shall remove the loan contingency 17 days after acceptance of offer.
8) Item 4A(1). Shall be performed by a company of Seller's choice.
9) Item 4A(4). Shall be through property ID.
10) Item 4A(5). Shall be performed at the expense of the buyer.
11) Item 4C(1). Escrow Fees - Buyer & Seller to each pay their own fees.
12) Item 4C(1). Escrow Holder - To be Pinnacle Escrow.
13) Item 4C(2). Title company shall be Fidelity National Title. Rep: Sara Garcia.
14) Item 4D(6). Home warranty company shall be First American Home Buyers Protection Corp.
15) Excluded from the sale are the dining room chandelier and den bookshelf.
16) Item 5B. Possesion shall be delivered to Buyer no later than 2 days after Close of Escrow at 5:00PM.
17) Item 14B(1). Buyer shall have 10 days to conduct inspections.
18) C.A.R. Form WPA. Wood Destroying Pest Inspection and section one repair work if any shall be limited to the main structure and attached patio cover.
19) C.A.R. Form WPA. Buyer is responsible for the cost of repairing any section 2 items discovered during the inspection.
20) Item 25. Liquidated Damages is hereby a part of this agreement. Buyer shall initial item 25 on page 7 of the RPA and resend it with Counter Offer #1.
21) Item 26B. Arbitration of Disputes is hereby deleted and is no longer a part of this agreement.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date Buyer/Tenant Joe Smith, Mary Smith Seller/Landlord Sam Jones, Ann Jones Broker By

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Reviewed by Date

