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650-949-9115

PRDS® COUNTER OFFER No. _____
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This counter offer ("Counter Offer") is made to the proposed Real Estate Purchase Contract ("Contract"), dated _____, (or to Counter Offer No. _____), between _____ ("Buyer") and _____ ("Seller") relating to _____ ("Property").

The maker (Buyer or Seller) of this Counter Offer accepts the above-referenced Contract (or, if indicated, counter offer), subject to the additional terms set forth below. All parties signing this document affirm that they have read its terms and have received a copy thereof. [NOTE: Seller has the right to entertain, and to accept, other offers at any time prior to actual contract formation herein, occasioned by delivery and receipt of executed documents.]

- As to any agreed modification of overall purchase price, the down payment, deposit and loan amounts shall be adjusted proportionally, except as otherwise agreed in writing.
- IMPORTANT:** If either the contractual ARBITRATION CLAUSE or the LIQUIDATED DAMAGES CLAUSE is NOT INITIALED BY ALL PARTIES HERETO, that particular clause is EXPRESSLY DELETED FROM THIS CONTRACT.
- The following addenda are made part of this Counter Offer: ["AS IS; [Sale of Buyer's Property; [Seller Locating Replacement Property; [Seller Occupancy After Sale; [PRDS Seller and Other Financing; [PRDS Common Interest Development; [Other _____
- OTHER TERMS AND CONDITIONS:

5. COUNTER OFFER; EXPIRATIONS: Unless this Counter Offer is accepted by the party receiving it and a fully signed copy thereof (whether delivered in person, by mail or by facsimile) is received by the party making said Counter Offer, or by _____ (authorized recipient) by _____ at _____ AM/PM., this Counter Offer shall be deemed revoked, and the deposit shall be returned.
 Date: _____ Time: _____ Printed name: _____ Signature: _____
 Date: _____ Time: _____ Printed name: _____ Signature: _____

6. ACCEPTANCE: The Counter Offer is accepted (if initialed here _____ / _____, SUBJECT TO COUNTER OFFER No. _____).
 Date: _____ Time: _____ Printed name: _____ Signature: _____
 Date: _____ Time: _____ Printed name: _____ Signature: _____

7. **ONLY IF CHECKED HERE** , this is a **MULTIPLE COUNTER OFFER**: Seller is countering other interested parties in addition to Buyer, and it is expressly agreed that contract formation shall require (a) Buyer's acceptance of this document and delivery thereof to Seller (or authorized recipient _____), (b) Seller's re-execution of this document in the space below and (c) Delivery to and receipt by Buyer (or authorized recipient _____) of the re-executed document. Delivery to Buyer/authorized recipient of this re-executed document shall constitute the rejection by Seller of all other pending offers.
 Seller's re-execution of accepted Multiple Counter Offer: _____ Date: _____
 Seller's re-execution of accepted Multiple Counter Offer: _____ Date: _____

8. By initialing here _____ / _____, maker of this Counter Offer (or authorized recipient) acknowledges receipt of a **fully accepted** copy thereof (or, if Para. 7 applies, Buyer/authorized recipient _____ has received a copy hereof **re-executed by Seller**).