



CALIFORNIA ASSOCIATION OF REALTORS®

COUNTER OFFER No. 5

For use by Seller or Buyer. May be used for Multiple Counter Offer. (C.A.R. Form CO, Revised 11/10)

Date October 9, 2013

This is a counter offer to the: [] California Residential Purchase Agreement, [X] Counter Offer No. 4 [] Other ("Offer"), dated ... on property known as 16490 El Hito Place Pacific Palisades, between Thomas Nieman, Rosalind M Nieman Barry Josephson ("Seller").

- 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. OTHER TERMS: 1. Purchase price to be \$4,600,000

- D. The following attached addenda are incorporated into this Counter Offer: [] Addendum No. ... 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 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 ... 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 [X] SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. DocuSigned by: Barry Josephson Date 10/9/2013

6. ACCEPTANCE: I/WE accept the above Counter Offer (if checked [] SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a Copy. DocuSigned by: Thomas Nieman Date 10/11/2013 Time [] AM [] PM Rosalind M Nieman Date 10/11/2013 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.)

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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Reviewed by _____ Date _____

