



SELLER MULTIPLE COUNTER OFFER No. 1 (C.A.R. Form SMCO, Revised 12/15)

Date 05/02/2018

This is a counter offer to the: [X] Purchase Agreement, [ ] Other dated 2760 Vine St, Rialto, CA 92376-5320 between Ricardo Rodriguez, Blanca Rodriguez and

- 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... B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted... C. OTHER TERMS: 1.) Title to be Orange Coast Title - Annette Porter. 2.) Escrow to be Empire Escrow - Lisa Reaza. 3.) NHD to be provided by Property ID - Austreberto Serafin. 4.) Items 7B2i and 7B2ii are removed from the contract. 5.) EMD to be 1% of sales price. 6.) Buyer to pay a per diem of \$100 should the close of escrow not occur 45 days after acceptance. 7.) Buyer is encouraged to obtain the services of a home inspector however seller will not address any cosmetic issues, only health and safety will be considered. 8.) Buyer may waive the per diem by utilizing the services of the sellers preferred lender, but buyer is not obligated to use sellers lender. 9.) All other terms and conditions to remain.

- D. The following attached addenda are incorporated into this Multiple Counter Offer: [ ] Addendum No. [ ] [ ] [ ]
2. BINDING EFFECT: Seller is making Multiple Counter Offers to other prospective Buyers on terms that may or may not be the same as in this Multiple Counter Offer. This Multiple Counter Offer does not bind Seller and Buyer unless all of the following occur in the times specified below: Seller signs in paragraph 5, Buyer signs in paragraph 7, Seller signs in paragraph 8, and Buyer receives a copy of the Multiple Counter Offer with all of the signatures.
3. EXPIRATION OF SELLER MULTIPLE COUNTER OFFER: This Multiple Counter Offer shall be deemed revoked and the deposits, if any, shall be returned to Buyer unless by 5:00PM on the third Day After the date Seller signs in paragraph 5 (if more than one Seller, then the last date) (or by [ ] AM [ ] PM on (Date)), (i) it is signed in paragraph 7 by Buyer, and (ii) a copy of the Multiple Counter Offer signed by Buyer is personally received by Seller or Dennis Arguello, who is authorized to receive it;
4. MARKETING TO OTHER BUYERS: Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Seller selection of this Multiple Counter Offer.
5. SELLER MAKES THIS MULTIPLE COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.

Ricardo Rodriguez Date

Blanca Rodriguez Date

- 6. ACCEPTANCE OF SELLER MULTIPLE COUNTER OFFER: Buyer's acceptance of this Seller Multiple Counter Offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by 5:00PM on the fourth Day After the date Seller signs in paragraph 5 (if more than one Seller, then the last date) (or by [ ] AM [ ] PM on (Date) (i) it is signed in paragraph 8 by Seller, and (ii) a copy of this Seller Multiple Counter Offer signed by Seller in paragraph 8 is personally received by Buyer or who is authorized to receive it.

- 7. ACCEPTANCE: Buyer accepts the above Multiple Counter Offer (If checked [ ] SUBJECT TO THE ATTACHED COUNTER OFFER # ( ) and acknowledges receipt of a Copy. Date Time [ ] AM [ ] PM Date Time [ ] AM [ ] PM

- 8. SELECTION OF ACCEPTED MULTIPLE COUNTER OFFER: By signing below, Seller accepts this Multiple Counter Offer. NOTE TO SELLER: Do NOT sign in this box until after Buyer signs in paragraph 7. Ricardo Rodriguez Date Time [ ] AM [ ] PM Blanca Rodriguez Date Time [ ] AM [ ] PM

( / ) (Initials) Confirmation of Acceptance: A Copy of the Signed Seller Selection was personally received by Buyer or Buyer's authorized agent on (date) at [ ] AM [ ] PM. A binding Agreement is created when a Copy of the Signed Seller Selection is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document.

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Reviewed by Date

