



SELLER COUNTER OFFER No. 1
May not be used as a multiple counter offer.
(C.A.R. Form SCO, Revised 11/14)

Date August 14, 2020

This is a counter offer to the: [X] Purchase Agreement, [ ] Buyer Counter Offer No. , or [ ] Other ("Offer"),
dated August 11, 2020 , on property known as 4265 MARINA CITY DRIVE #301, MARINA DEL REY, CA ("Property"),
between HODA HANNALLAH ("Buyer")
and ALEXANDER ZATUCHNY, LLC ("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 or an addendum.
B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer, but deposit amount(s) shall remain unchanged from the original Offer.

- C. OTHER TERMS: 1- CLOSE OF ESCROW TO BE OCTOBER 1ST, 2020
2- WASHER AND DRYER ARE NOT INCLUDED.
3- 1031 ADDENDUM ATTACHED AND MADE PART OF THIS AGREEMENT. ESCROWS TO CLOSE CONCURRENTLY.
4- VICKIE RADZVIL IS THE LISTING AGENT, LICENSE #00943436. LISTING BROKER IS NELSON SHELTON REAL ESTATE, LICENCE #01818147

D. The following attached addenda are incorporated into this Seller Counter offer: [ ] Addendum No. 1031

- 2. EXPIRATION: This Seller 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 it is signed in paragraph 4 (if more than one signature then, the last signature date)(or by [ ] AM [ ] PM on (date)) (i) it is signed in paragraph 5 by Buyer and (ii) a copy of the signed Seller Counter Offer is personally received by Seller or , who is authorized to receive it.
B. OR If Seller withdraws it anytime prior to Acceptance (CAR Form WOO may be used).
C. OR If Seller accepts another offer prior to Buyer's Acceptance of this counter offer.

3. 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 Acceptance of this Counter Offer by Buyer as specified in 2A and 5. In such event, Seller is advised to withdraw this Seller Counter Offer before accepting another offer.

4. OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.
Seller ALEXANDER ZATUCHNY, LLC Date
Seller Date

5. ACCEPTANCE: I/WE accept the above Seller Counter Offer (If checked [ ] SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a Copy.
Buyer HODA HANNALLAH Date Time [ ] AM/ [ ] PM
Buyer Date Time [ ] AM/ [ ] PM

CONFIRMATION OF ACCEPTANCE:

( / ) (Initials) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Seller, or Seller's authorized agent as specified in paragraph 2A on (date) at [ ] AM/ [ ] PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Seller or Seller's authorized agent whether or not confirmed in this document.

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SELLER COUNTER OFFER (SCO PAGE 1 OF 1)





SELLER'S INTENT TO EXCHANGE SUPPLEMENT

(C.A.R. Form SES, Revised 11/09)

(For use as an addendum to a purchase agreement)

The following terms and conditions are hereby incorporated in and made a part of the, [ ] CPA, [ ] RIPA, [ ] VLPA, [ ] Other SCO dated 08/14/2020 (the "Agreement") on property known as 4265 MARINA CITY DRIVE #301 ("Property"), in which HODA HANNALLAH is referred to as Buyer, and ALEXANDER ZATUCHNY, LLC is referred to as Seller. All other provisions of the Agreement shall remain in full force and effect.

1. SELLER'S INTENT TO EXCHANGE: It is the intent of Seller to utilize this transaction as part of an exchange of like-kind property under Internal Revenue Code §1031 and the regulations promulgated thereunder. Buyer and Seller agree to cooperate in effecting such an exchange, as follows:

A. Seller intends to use the Property as part of an exchange for "Other Property":

(Check One Only)

[ ] Described as \_\_\_\_\_

OR [X] To be located and designated by Seller, who shall take all steps necessary to enter into a contract to acquire such Other Property.

B. Seller shall indemnify, defend and hold harmless all other parties to this transaction from all liabilities and any additional attorney fees, accountant fees or any other costs arising from or connected in any way with the exchange.

C. If Seller is unable, through no fault of Seller, to locate, designate, enter into a contract to acquire, or complete acquisition of such Other Property by the Close Of Escrow in the Agreement, or as extended by mutual agreement:

(Check One Only)

[ ] This transaction shall close escrow as a sale, without extension of time for closing.

OR [ ] The Close of Escrow for this transaction shall be extended by a maximum of 10 Days to enable Seller to complete such arrangements.

OR [ ] This transaction shall be canceled, Buyer's deposit shall be returned to Buyer, and all parties shall be released from any further obligation to each other.

OR [X] Other: ESCROWS TO CLOSE CONCURRENTLY

D. Buyer in this transaction shall not be required to take title to Other Property for any period of time, as an accommodation to Seller, unless agreed to in writing.

E. All parties agree to take such actions and execute or consent to such additional documents and transactions as may be reasonably requested by Seller, provided that all other conditions of the agreement are met.

2. ADDITIONAL TERMS: \_\_\_\_\_

3. TAX AND LEGAL CONSEQUENCES OF AN EXCHANGE: Locating and designating properties pursuant to this Supplement, if applicable, are the responsibility of the party requesting the exchange ("Exchangor"), and will not occur automatically as a result of this Supplement. If the exchange will be non-simultaneous, under federal tax law: (i) the property to be acquired by Exchangor must be identified within 45 days after transfer of Exchangor's current property; (ii) the acquisition generally must be completed within 180 days after transfer of Exchangor's current property; and (iii) the 180 day period may be shorter under some circumstances. The manner of structuring an exchange transaction will have significant tax and legal consequences. Parties should consult their legal and/or tax advisors regarding this important matter.

By signing below, the parties acknowledge that they have read, understand, accept and have received a copy of this Seller Intent To Exchange Supplement.

Buyer HODA HANNALLAH Seller ALEXANDER ZATUCHNY, LLC

Date \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Seller \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

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Code of Ethics.



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