

MULTIPLE OFFER DISCLOSURE

DATE: _____ **BUYER(S) NAME:** _____

PROPERTY ADDRESS: 2305 Hathaway Ave, Alhambra Ca 91803

IF YOU FAIL TO EXECUTE AND RETURN THIS DOCUMENT, WE WILL NOT CONSIDER YOUR OFFER.

Dear Buyer(s):

We are involved in a multiple offer situation on the above property.

The Seller will entertain and consider all offers in the following manner:

1. All offers must be in writing; verbal offers will not be accepted.
2. We must receive your written best and final offer no later than **Sunday 11/17/24 @ 5:00 PM**
Delivery of such offer may be via facsimile or email.
3. The following terms and conditions shall be applicable to you and to any offer you wish to submit:
 - o Seller shall have sole and absolute discretion to accept or reject any offer received. Seller is not required to accept any particular offer, regardless of terms. Seller has the absolute right and discretion to reject all offers.
 - o Subsequent to the receipt of offers, Century 21 Masters / Mark and AI shall have the absolute right to deal directly with any broker and/or one or more offerors to further negotiate the terms and conditions of any offer. In so doing, Century 21 Masters / Mark and AI shall have no obligation to negotiate or communicate with each and every offeror, or with any of them.
 - o In accepting an offer, Seller shall make the decision solely on such lawful factors and criteria as Seller, in Seller's sole judgment, deems appropriate under the circumstances. Price is but one factor to be considered.
 - o Under no circumstances shall verbal communications between an offeror and Century 21 Masters / Mark and AI constitute or create an obligation on the part of Century 21 Masters / Mark and AI to sell a property to anyone under any terms.
 - o The acceptance of an offer shall be conditioned upon the subsequent execution by Buyer and Seller of a written contract of sale setting forth terms satisfactory to the Seller, which will have no obligation to sell the property unless and until such written contract is fully executed.

Please sign below to acknowledge your understanding and acceptance of this process and return this form to Century 21 Masters / Mark and AI no later than the time designated above for the transmittal of offers. Failure to transmit such acceptance may prevent us, at our discretion, from considering any offer you wish to submit.

UNDERSTOOD AND AGREED:

X _____
Buyer(s)

X _____
Buyer(s)



SELLER MULTIPLE COUNTER OFFER No. 1
(C.A.R. Form SMCO, Revised 6/23)

Date 11/14/2024

This is a counter offer to the Purchase Agreement, OR Buyer Counter offer No. _____, Other _____ ("Offer"),
dated _____, on property known as 2305 Hathaway Avenue, Alhambra, CA 91803 ("Property"),
between _____ ("Buyer")
and Jacqueline J Herek, Trustee ("Seller").
Buyer and Seller are referred to as the "Parties."

- 1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:
A. The Liquidated Damages and Arbitration of Disputes paragraphs in the Offer each require initials by all Parties.
B. Unless Otherwise Agreed or altered in another Counter Offer, down payment and loan amount(s) will be adjusted...
C. Unless Otherwise Agreed or altered in another Counter Offer, if in the original offer (such as paragraph 3L(2) of the RPA) the appraisal contingency amount is lower than the original offered price...
D. OTHER TERMS:
E. The following attached documents are incorporated into this Seller Multiple Counter Offer when Signed and Delivered by both Parties...
2. BINDING EFFECT: Seller is making Multiple Counter Offers to other prospective Buyers...
3. EXPIRATION OF SELLER MULTIPLE COUNTER OFFER: This Multiple Counter Offer shall be deemed revoked...
4. MARKETING TO OTHER BUYERS: Seller has the right to continue to offer the Property for sale.
5. OFFER: SELLER MAKES THIS MULTIPLE COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.

Jacqueline J Herek, Trustee Date _____

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 5:00 PM 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 Buyer's Agent who is authorized to receive it.



7. **ACCEPTANCE:** Buyer accepts the above Multiple Counter Offer (If checked **SUBJECT TO THE ATTACHED COUNTER OFFER** No. ____) and acknowledges receipt of a Copy.

Date _____

Date _____

8. **SELECTION OF ACCEPTED MULTIPLE COUNTER OFFER: NOTE TO SELLER:** Do NOT Sign in this box until after Buyer Signs in **paragraph 7**. DO NOT Sign in this box if this Seller Multiple Counter Offer is subject to an attached Counter Offer.

A. Seller accepts this Seller Multiple Counter Offer.

Date _____

Date _____

OR B. Seller accepts this Seller Multiple Counter Offer in **Back-Up position No. ____**. Back-Up Offer Addendum (C.A.R. Form BUO), dated _____, attached.

Date _____

Date _____

This Seller Multiple Counter Offer in Back-Up position shall be deemed revoked and the deposits shall be returned to Buyer unless by 5:00 PM on the third Day after the date Seller Signed in **paragraph 8B** (if more than one Seller, then the last date) (or by _____ AM/PM on _____ (date)), **(i)** this Seller Multiple Counter Offer in Back-Up position is Signed by Buyer below and the attached BUO is Signed by Buyer, and **(ii)** copies of both are personally received by Seller or Seller's Authorized Agent.

Date _____

Date _____

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SMCO REVISED 6/23 (PAGE 2 OF 2)

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SELLER MULTIPLE COUNTER OFFER (SMCO PAGE 2 OF 2)

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The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR Residential Lease or Month-to-Month Rental Agreement, Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), Other CAR Form SMCQ No. 1, dated 11/14/2024, on property known as 2305 Hathaway Avenue, Alhambra, CA 91803

_____ (“Property/Premises”), in which _____ is referred to as (“Buyer/Tenant”) and Jacqueline J Herek, Trustee is referred to as (“Seller/Landlord”). Buyer/Tenant and Seller/Landlord are referred to as the “Parties.”

1. Purchase Price to be \$ _____ (insert best/final).
2. Escrow to Close within 30 Days of Acceptance. Seller has the right to extend Escrow up to 15 additional days.
3. Earnest Money Deposit to be 3% of the final purchase price and sent to escrow by wire only within 3 days of acceptance.
4. This sale is contingent upon Seller Successfully identifying and closing on replacement property (See CAR Form SPRP)
5. Buyer to cooperate with Seller's 1031 Exchange. (See CAR Form SXA)
6. Inspection Contingency (if any) and informational access to be no longer than 7 days. If Offer has waived the entire inspection and investigation contingency shall remain as such.
7. Appraisal Contingency (if any) to be no longer than 10 days. If Offer has waived the appraisal contingency will remain as such.
8. Loan Contingency (if any) to be no longer than 12 days. If Offer has already waived loan contingency will remain as such.
9. Loan interest rate and points to be at best prevailing rate and are not a contingency of this agreement or a valid reason for cancellation.
10. Paragraph 10A and 10B(2) are hereby deleted from Purchase Agreement. Seller is unaware of any Government Required Point of Sale inspections or reports. Any Government required point of sale corrective/remedial actions would be subject to Seller's approval of disapproval.
11. The following items are included: dish washer, stove, bathroom Mirrors, existing light fixtures, existing window treatments. Seller does not warrant these items in any way.
12. Buyer and Seller to each pay their own escrow fees. Escrow to be 21st Century Escrow, Viri Rossatty. Title to be Corinthian Title, Rick Karst. NHD to be provided by Property ID, Jason Hellawell. Seller will provide Home Warranty not to exceed \$790, provider to be ORHP/CRES, Maria Howard.
13. Buyers are to initial and engage Paragraph 29 and 31 of Purchase Agreement.
14. Seller will not provide termite completion.
15. Buyer to Execute: C21 Masters Affiliated Business Arrangement Disclosure Notice, C21 Masters Key Disclosure Statement, Mold and Water Disclosure.

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

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord Jacqueline J Herek, Trustee Date _____

Seller/Landlord _____ Date _____

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SELLER'S INTENT TO EXCHANGE ADDENDUM
(C.A.R. Form SXA, 12/21)

The following terms and conditions are hereby incorporated in and made a part of the the Purchase Agreement, OR [X] Other
CAR Form SMC0 No. 1 dated 11/14/2024 ("Agreement")
on property known as 2305 Hathaway Avenue, Alhambra, CA 91803 ("Property"),
in which [redacted] is referred to as Buyer,
and Jacqueline J Herek, Trustee is referred to as Seller.

Buyer and Seller are referred to as the "Parties." 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 ("Other Property") under Internal Revenue Code § 1031 and the regulations promulgated thereunder.
2. OTHER PROPERTY: The Other Property to the exchange is described as [redacted] OR
[X] To be located and designated by Seller, who shall take all steps necessary to enter into a contract acquire such Other Property.
3. COOPERATION: Buyer agrees to cooperate in effecting Seller's exchange as specified below.
A. 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.
B. Buyer agrees 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.
4. FAILURE OF EXCHANGE: 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:
A. This transaction shall close, without extension of time for closing.
OR B. [] The Close of Escrow for this transaction shall be extended by a maximum of ___ Days to enable Seller to complete such arrangements.
OR C. [X] 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 D. [] Other: [redacted]

- 5. INDEMNITY: Seller shall indemnify, defend and hold harmless the other Party to this transaction and Agents from all liabilities and any additional attorney fees, accountant fees or any other costs arising from or connected in any way with the exchange.
6. ADDITIONAL TERMS: [redacted]

- 7. TAX AND LEGAL CONSEQUENCES OF AN EXCHANGE: Locating and designating properties pursuant to this Addendum, if applicable, are the responsibility of the party requesting the exchange ("Exchangor"), and will not occur automatically as a result of this Addendum. 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 a qualified California real estate attorney or their tax advisors or both regarding this important matter.
8. SCOPE OF BROKER DUTY: The Parties agree that no real estate broker or agent involved in this transaction has given either Party tax or legal advice regarding whether the Property and Other Property qualify for an exchange. The Parties are advised to seek the advice of a qualified California real estate attorney or Certified Public Accountant regarding the ability and legal requirements to complete an exchange.

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

Seller Jacqueline J Herek, Trustee Date
Seller Date
Buyer [redacted] Date [redacted]
Buyer [redacted] Date [redacted]

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SELLER'S PURCHASE OF REPLACEMENT PROPERTY (C.A.R. Form SPRP, Revised 6/24)

This is an Addendum to the Purchase Agreement, OR Counter Offer, Other CAR Form SMCO No. 1 ("Agreement"), dated 11/14/2024, on property known as 2305 Hathaway Avenue, Alhambra, CA 91803 ("Seller's Property"), between [redacted] ("Buyer") and Jacqueline J Herek, Trustee ("Seller"). Buyer and Seller are referred to as the "Parties."

SELLER'S PURCHASE OF REPLACEMENT PROPERTY:

- 1. A. FINDING REPLACEMENT PROPERTY: The Agreement is contingent on Seller entering into a contract to acquire replacement property or identifying a suitable property to move to ("Finding Replacement Property Contingency"). Seller shall, within 17 (or) Days after Acceptance, remove the Finding Replacement Property Contingency or cancel the Agreement. Seller shall Deliver to Buyer, at time of removal of the Finding Replacement Property Contingency, proof of replacement property (either a copy of the contract for purchase of replacement property and the contact information and escrow # for that purchase or a signed lease or rental agreement for replacement property or other written evidence of replacement property). If Seller does not remove the Finding Replacement Property Contingency in writing within that time, Buyer, after first giving a Notice to Seller to Perform (C.A.R. Form NSP), may cancel the Agreement in writing. OR B. Seller has entered into a contract to acquire replacement property and Finding Replacement Property Contingency is removed. Escrow Holder: Escrow # If this paragraph is checked, then the Time Periods in paragraph 2A and the Buyer's Deposit in paragraph 2B shall remain as specified in the Agreement. AND C. (If checked) CLOSE OF REPLACEMENT PROPERTY: The Agreement is contingent on Seller's ability to close escrow on replacement property according to that contract. This is a contingency in favor of Seller. Seller, by the scheduled close of escrow date for the replacement property, shall either close escrow or remove this contingency in writing. 2. A. TIME PERIODS: Time periods in the Agreement for inspections, contingencies, covenants, close of escrow, and other obligations that commence from date of Acceptance shall begin the Day after Seller delivers to Buyer a written notice removing the Finding Replacement Property Contingency specified in paragraph 1A or remain as specified in the Agreement. If close of escrow is identified as a specific date in the Agreement, it shall remain on that date. B. BUYER'S DEPOSIT: Buyer's deposit shall be delivered to escrow within 3 business Days after Seller delivers to Buyer a written notice removing the Finding Replacement Property Contingency as specified in paragraph 1A or as specified in the Agreement. C. CLOSE OF ESCROW: Parties agree that Seller may extend the Close Of Escrow date for the sale of Seller's property for a maximum of 15 additional Days or until (date), by providing Buyer with written notice at the time Seller removes the Finding Replacement Property Contingency specified in paragraph 1A, if applicable. D. OTHER TERMS: See CAR Form SXA 3. CANCELLATION OF REPLACEMENT PROPERTY: If Seller's Replacement Property is in or enters escrow, or there is another agreement, and either party to that escrow or agreement gives the other a notice of cancellation, Seller, within 2 (or) Days thereafter, shall Deliver to Buyer written notice of that cancellation. 4. REMOVAL OF CONTINGENCIES: Even after the expiration of the time for the Finding Replacement Property Contingency specified in paragraph 1A, Seller retains the right to remove the Finding Replacement Property Contingency or cancel the Agreement until Buyer cancels pursuant to paragraph 1A. Once Buyer receives Seller's written removal of the Finding Replacement Property Contingency, Buyer may not cancel pursuant to paragraph 1A. 5. BUYER RIGHT TO CANCEL: Buyer may cancel the Agreement in writing as follows: A. After first giving Seller a NSP, if Seller fails to remove the Finding Replacement Property Contingency. B. After first giving Seller a NSP, if Seller fails to give proof of replacement as specified in paragraph 1A. C. (If paragraph 1C is checked) After first giving Seller a NSP, if Seller fails to remove the Closing on Replacement Property Contingency. D. If Seller gives notice to Buyer of either party's cancellation of the agreement for Replacement Property. E. NOTE: If Seller is unable to meet the obligations for other time frames in the Agreement, such as for Close Of Escrow, Buyer may cancel as permitted in the Agreement, even if this contingency is not removed. 6. SELLER RIGHT TO CANCEL: Seller may cancel the Agreement in writing as follows: A. If, prior to Seller's Removal of the Finding Replacement Property Contingency, Seller is unable to enter into a contract to acquire replacement property. B. (If paragraph 1C is checked) Seller is unable to close escrow on replacement property according to that contract. C. Buyer Costs: If Seller cancels pursuant to paragraph 6A or 6B, (i) Seller shall return any deposit and (ii) (if checked) After Delivering receipts to Escrow Holder, Buyer shall be entitled to Buyer's reasonable out-of-pocket expenses for inspection reports and appraisal fees under the Agreement, which total amount shall be no more than \$



By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Addendum.

Buyer	_____	Date	_____
Buyer	_____	Date	_____
Seller	_____ <i>Jacqueline J Herek, Trustee</i>	Date	_____
Seller	_____	Date	_____

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SPRP REVISED 6/24 (PAGE 2 OF 2)



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SELLER'S PURCHASE OF REPLACEMENT PROPERTY (SPRP PAGE 2 OF 2)

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CENTURY 21[®]

Masters

Affiliated Business Arrangement Disclosure Notice

Property Address: 2305 Hathaway Ave, Alhambra Ca 91803

Century 21 Full Realty Services is a full service company and can provide you with "one-stop" shopping for additional real estate requirements. These extra benefits are provided to make your purchase/sale as simple as possible. Century 21 Full Realty Services has a financial or ownership interest in or affiliated business arrangement with the following companies and will derive direct or indirect compensation if you use their services:

21st Century Escrow

Escrow services. Fees are based on services provided and the sales price of the home. Fees range from \$400 and up.

21st Century Lending

Fees are based on the size and type of loan and range from 0 to 2% or more of the loan amount. Interest rates fluctuate based on market conditions, the type of the loan, and the size of the loan. Rates and fees are adjusted often to reflect market conditions and a current quote should be obtained.

21stCenturyNHD powered by MyNHD

Fees are determined by the services requested. A statutory NHD Report is currently \$74.95 and with environmental additions it is \$94.95. Prices may change.

You are not required to use any of the service providers above as a condition of the sale or purchase of any real estate property. There are other settlement service providers available with similar services that may charge more or less than the above. You are free, and are encouraged, to shop around to determine that you are receiving the best service at the best rate.

ACKNOWLEDGEMENT

I/we have read and received a copy of this disclosure notice, and fully understand that I am not required to use any of the above mentioned providers as part of this transaction.

Date

Seller

Seller



Date



Buyer



Buyer