

SELLER MULTIPLE COUNTER OFFER No. 1
(C.A.R. Form SMCO, Revised 12/24)

This is a counter offer to the Purchase Agreement, OR ☐ Buyer Counter offer No. _____, ☐ Other _____ ("Offer"), dated _____, on property known as _____ ("Property"), between _____ ("Buyer") and _____ ("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. If either of those paragraphs is not initialed by all Parties, that paragraph is excluded from the final agreement unless specifically referenced for inclusion in **paragraph 1D** of this or another Counter Offer.
 - B. Unless Otherwise Agreed or altered in another Counter Offer, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer, but the dollar amount of any initial and increased deposit and Seller credits shall remain unchanged from the original Offer.
 - 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, then the dollar amount of any difference ("Appraisal Gap") shall remain unchanged and be deducted from the final contract price to create the final appraisal contingency amount. (For example, if the purchase price in the offer is \$1,000,000, and Buyer reduces the appraisal contingency value to \$950,000, the "Appraisal Gap" is \$50,000. If the purchase price is increased to \$1,200,000 as a result of this counter offer, the appraisal contingency value shall be adjusted to \$1,150,000 (\$1,200,000 less \$50,000). If the property appraises below \$1,150,000, Buyer may exercise the appraisal contingency right to cancel this counter offer.

D. **OTHER TERMS:** _____

- E. The following attached documents are incorporated into this Seller Multiple Counter Offer when Signed and Delivered by both Parties. (If both Parties do not Sign and Deliver all attached addenda then any acceptance of this Seller Counter Offer is not valid):

- ☐ Addendum No. _____ (C.A.R. Form DM)
- ☐ Backlog Addendum (C.A.R. Form BUO)
- ☐ Seller License to Remain in Possession Addendum (C.A.R. Form SIP) (occupancy up to 29 days)
- ☐ Seller Purchase of Replacement Property (C.A.R. Form SPRP)
- ☐ Tenant's Property Addendum (C.A.R. Form TOPA)
- ☐ Residential Lease After Sale (C.A.R. Form RLAS) (occupancy for 30 or more days)
- ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
- ☐ Other _____
- ☐ Other _____

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. (Note: Prior to the completion of all of the foregoing, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property.)
3. **EXPIRATION OF SELLER MULTIPLE COUNTER OFFER:** This Multiple Counter Offer 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 5** (if more than one Seller, then the last date) (or by _____ ☐ AM/☐ PM on _____ (date)), (i) this Seller Multiple Counter Offer 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 Seller's Authorized Agent.
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. **OFFER: SELLER MAKES THIS MULTIPLE COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LONGER BE ACCEPTED. THIS COUNTER OFFER IS VALID REGARDLESS OF WHETHER ANY PREVIOUS OFFER OR COUNTER OFFER EXPIRED BY ITS TERMS.** The terms and conditions of those documents are incorporated into this Seller Multiple Counter Offer unless Otherwise Agreed.

Seller: _____ **Gilberto Abinsay** Date _____
Seller: _____ **Isabel Abinsay** 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 in **paragraph 8** by Seller 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.

Buyer: _____ Date _____

Buyer: _____ Date _____

8. **SELECTION OF ACCEPTED MULTIPLE COUNTER OFFER:** By signing below, Seller accepts this Seller Multiple Counter Offer, and, if applicable, agrees to extend the expiration date for Buyer's acceptance to the date that Buyer has signed in **paragraph 7**. 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.

Seller: _____ Date _____

Seller: _____ Date _____

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

Seller: _____ Date _____

Seller: _____ Date _____

This Seller Multiple Counter Offer in Back-Up position shall be deemed revoked unless 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 _____ (C.A.R. Form BUO). If this Seller Multiple Counter Offer in Back-Up position is Signed by Buyer below and the attached BUO Signed by Seller, (ii) copies of both are personally received by Seller or Seller's Authorized Agent.

Buyer: _____ Date _____

Buyer: _____ Date _____

9. **LATE ACCEPTANCE:** If the date of Seller's signature in **paragraph 8** is after the expiration specified in **paragraph 6**, Seller's acceptance is only valid if Buyer agrees to the late acceptance by signing below by 5:00PM on the third Day after the date this Seller Multiple Counter Offer is signed by Seller in **paragraph 8**.

I/We (Buyer), ratify the acceptance and agree to all terms of this Seller Multiple Counter Offer.

Buyer: _____ Date _____

Buyer: _____ Date _____