

OFFER SUBMISSION CHECKLIST

Agents - Submit your clients offer by email to: TrustedRA@gmail.com

Note: To combine single PDF pages to one file you can do so for Free at www.ilovepdf.com

- _____ (1) Must use C.A.R. Probate Purchase Agreement PPA Form (REQUIRED)
- _____ (2) Proof of funds to close - dated within the last 30 days (REQUIRED). Must show Proof of Funds in Cash only. No hard money loans or Line of credit Letters. Must be a statement for an account in the name of Buyer or entity controlled by Buyer.
- _____ (3) Deposit of 10% of the Purchase Price or more (REQUIRED).
- _____ (4) Paragraph 16 of the Probate Purchase Agreement must be completed. (REQUIRED).
- _____ (5) "Addendum No. 1" - Signed by Buyer (REQUIRED) Form is attached
- _____ (6) Table "A" - Receipt For Reports No. 1 - Signed by Buyer (REQUIRED) Form is attached.
- _____ (7) "Liquidated Damages Addendum" - Signed by Buyer (REQUIRED)
- _____ (8) "Deed Restriction Addendum" - Signed by Buyer (REQUIRED)
- _____ (8) "Broker Compensation Agreement - Trust/Probate Sale" - Signed by Agent (REQUIRED)

Many of our clients require that their properties be listed in the MLS for 5 to 7 full days prior to their reviewing any offers. We encourage our clients to make a prompt decision after the period ends. **DO NOT Plan on getting a Counter Offer.** Submit your Highest and Best offer up front.

Offers submitted without any item that is listed as "Required" above, will be presented to the Seller but will most likely be REJECTED.

TRUSTED REALTY ADVISORS (909)862-0102 * CAL BRE No. 00820556

Email complete offer package to: TrustedRA@gmail.com

ADDENDUM NO. 1

Addendum to: Probate Purchase Agreement And Joint Escrow Instructions, Between the signers hereto, and dated on or before the date hereof

Property Address: 1033 W. Norwood St., Rialto, CA 92377

(1) In the event of a conflict between the wording of this Addendum and the Probate Purchase Agreement and Joint Escrow Instructions, this addendum shall apply. This Addendum significantly modifies the Probate Purchase Agreement, read this carefully.

ANTI-ASSIGNMENT

(2) Paragraph 27 of the Probate Purchase Agreement and Joint Escrow Instructions shall be deemed to have been deleted and has no force or effect. The Buyer may not assign the Purchase Agreement or its rights or obligations hereunder without the express written consent of the Seller, which consent may be withheld, delayed or conditioned in the sole and absolute discretion of the Seller.

INITIAL DEPOSIT

(3) Buyers shall deposit as Buyer's initial deposit 10 percent of the purchase price or the amount stated at paragraph 3A of the Probate Purchase Agreement and Joint Escrow Instructions, whichever is greater. Said deposit shall be by wire transfer to be received by the escrow holder no later than **2:00 PM on the next business day after the day of acceptance. The initial deposit stated herein shall be deemed to be "the deposit actually paid" for Liquidated Damages purposes, regardless of who is holding said deposit, and regardless of whether the deposit instrument has been deposited.**

SELLER CONTINGENCIES

(4) All of the Seller Contingencies stated below exist for the benefit of the Seller exclusively. Removal or release of these contingencies must be in writing and signed by only the Seller. These contingencies shall remain in effect until removed or released by the Seller. In the event that the sale is cancelled due to the exercise of a contingency by the Seller, or due to default by the Seller, Seller shall sign and deliver to escrow holder an authorization for the release of Buyer's deposit to Buyer less any fees or charges demanded by the escrow holder for Buyer's share of any services escrow holder has performed. This shall be the sole remedy available to Buyer.

BUYER INITIALS _____ SELLER INITIALS _____

ADDENDUM NO. 1 - continued

SELLER CONTINGENCIES (continued)

(5) Sale is contingent upon the escrow holder receiving Buyer’s initial deposit by wire transfer no later than 2:00 PM on the next business day after acceptance.

(6) Sale is contingent upon the Seller being able to cause title insurer to insure title without showing any exceptions to coverage for any items disapproved by Buyer at paragraph 21 herein, and with title insurer accepting the Seller’s vesting as: The San Bernardino County Public Administrator as Successor Trustee of The Casey Jones Jr. Revocable Family Trust Dated June 17, 2013.

(7) Sale is contingent upon there being no objection received to the Notice of Proposed Action by Trustee as mentioned at paragraph 35 herein. In the event an objection is received, Seller shall have the option to cancel at Seller’s sole discretion.

(8) If a petition is filed with the Court as mentioned at paragraph 36 herein, then sale is contingent upon the Seller obtaining an Order approving the sale from the Superior Court of California, County of San Bernardino.

(9) Sale is contingent upon all of Seller’s costs to close escrow being paid from the purchase price with no additional funds being deposited into the escrow holder’s account by Seller.

(10) Sale is contingent upon there having been no modifications, deletions, or additions made to this Addendum No.1 and its attachments by the Buyer or Buyer’s agent.

BUYER CONTINGENCIES

(11) Unless stated otherwise herein, all contingencies benefitting Buyer, if any, shall end at the expiration of their respective time periods. Their removal shall not require any signature of the Buyer. If the Buyer desires to cancel based on a contingency or right of approval, Buyer shall do so by signing a Cancellation of Contract form (C.A.R. Form CC), and causing the same to be delivered to the Seller’s agent prior to the expiration of the contingency time period. A cancellation by the Buyer after the expiration of the contingency time period shall be deemed a DEFAULT by the Buyer. The submission of a Request For Repairs (C.A.R. Form RR) shall not cause the contingency periods to be extended beyond the contingency time periods stated herein. No contingency shall continue beyond the initial contingency period unless Buyer and Seller have both signed an Extension of Time Addendum (C.A.R. form ETA) prior to the expiration of the contingency time period.

BUYER INITIALS _____

SELLER INITIALS _____

ADDENDUM NO. 1 - continued

BUYER CONTINGENCIES (continued)

(12) All contingencies, benefitting Buyer, if any, shall be deemed to become active and effective **only after the buyer's** deposit has been deposited into the escrow holder's Trust Account. Contingency time periods shall begin counting the next day after Acceptance.

(13) Buyer has no contingencies for the approval of the property condition after acceptance. Buyer has inspected property to Buyer's satisfaction prior to signing this Addendum. Buyer has no rights to conduct any property inspections after acceptance.

(14) Buyer has no loan or appraisal contingencies. Buyer agrees to pay the balance due at closing without obtaining any financing secured by the subject property.

(15) Sale is not contingent upon the Buyer selling, closing escrow, or financing any other property owned or controlled by the Buyer. By signing this addendum Buyer affirms that Buyer has sufficient funds currently available to, and controlled by Buyer, to cover the entire purchase price and Buyer's closing costs without any Deed of Trust, Mortgage, or any other financing instrument being recorded against the subject property at time of closing. Buyer agrees to act diligently and in good faith to keep the funds available for this purchase.

(16) Buyer has no contingencies for the approval of this agreement by any other individuals, entities, directors, boards, or agencies either private or public. Anyone signing this agreement on behalf of the Buyer represents that they have full authority to sign for Buyer.

(17) Any reports or disclosures that are being approved when Buyer signs this addendum shall be considered fully approved and Buyer shall have no further contingency rights with regard to those items.

(18) By signing this addendum, Buyer certifies that the Probate Purchase Agreement and/or this Addendum contain all contingencies applicable to the Buyer that may have an effect on Buyer's ability to close escrow in a timely manner. Buyer certifies that Buyer has no unwritten contingencies known to Buyer, and Buyer is not aware of any circumstances that could cause Buyer to default on Buyer's obligations pertaining to the Probate Purchase Agreement and Joint Escrow Instruction, or any Addendum thereto.

BUYER INITIALS _____

SELLER INITIALS _____

ADDENDUM NO. 1 - continued

ESCROW HOLDER

(19) Escrow holder to be First American Title Company **Escrow No: 6551078**. Escrow officer to be determined. Seller reserves the right to change Escrow company and/or escrow officer to another company of Seller’s choice.

ESCROW CLOSING DATE

(20) Buyer agrees to close escrow within 7 calendar days after Buyer or Buyer’s agent has been provided Seller’s written removal of all of the Seller’s contingencies contained at paragraphs 5 through 10 herein. The initial escrow period shall be 70 calendar days or sooner after acceptance. In the event that the Seller receives an objection to the probate Notice of Proposed Action and It becomes necessary for Seller to petition the Court for an Order Confirming Sale of Real Property as stated in paragraph 36 herein, then Buyer agrees to extend the escrow period up to an additional 60 calendar days beyond the end of the initial escrow period stated above.

PRELIMINARY TITLE REPORT ITEMS APPROVED AND DISAPPROVED

(21) Preliminary title report number 0623-6551078, prepared by First American Title Company, with an effective date of March 16, 2021 at 7:30 AM., has been made available for Buyer to review at TrustedRA.com/Norwood. Buyer accepts and approves items shown as exceptions to coverage numbers 1, 3, 4, 5, 6, 7, 8, 9, 20, 21 and the Legal Description as shown in said report. Buyer disapproves items shown as exceptions to coverage numbers 2, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 22 and any additional items affecting Seller or the property that may be added prior to closing and that are not disclosed to the Buyer elsewhere in this Addendum or Its attachments. Buyer shall have 5 calendar days after receipt by Buyer to disapprove any additional items added to Preliminary Title Report that have not been approved or disapproved herein. Buyer agrees to extend the escrow period up to an additional 30 days, if needed by the Seller to continue efforts to cause the title insurer to commit to insuring title without any of the preliminary title report item(s) disapproved herein. In the event that any item disapproved remains after the 30 day escrow extension period, or sooner, if Seller gives Buyer written notice that Seller is unable or unwilling to remove the disapproved item(s), then Buyer shall have the right to cancel purchase of the property from the Seller. Seller shall cooperate in causing the release of Buyer’s deposit to Buyer less any fees or charges demanded by the escrow holder for Buyer’s share of any services the escrow holder has performed. Cancellation and receipt of return of deposited funds as stated above shall be the sole remedy available to Buyer.

BUYER INITIALS _____

SELLER INITIALS _____

ADDENDUM NO. 1 - continued

ESCROW ALLOCATION OF CLOSING COSTS

(22) Prorations - Allocated to Seller and Buyer:

-Current year real property tax bill including all items billed on the tax bill. Seller shall be charged for the time period prior to the date of the close of escrow. Buyer shall be charged for the day of closing of escrow through the end of the billing period. If no bill is available for the current billing period, then the proration shall be based on the last available bill.

(23) Charges - Allocated to Seller

- Real Estate Broker Commissions
- One half of base escrow fee
- Title Insurance Policy (Owners Policy) - if provided by First American Title
- County Recorder Fees for recording affidavits, Court Orders, or Letters of Administration
- payoff of existing mortgages, liens, and civil judgements, if any, including any related costs
- prior year unpaid property taxes, if any.

(24) Charges - Allocated to Buyer

- One half of base escrow fee
- Documentary Transfer Tax
- County Recorder Fees except any allocated to Seller above
- Title Insurance Policy- if provided by company other than First American Title
- Title Insurance coverage in addition to coverage allocated to Seller
- All Other Costs To Close Escrow, If Any
- Home Warranty Plan (if desired by Buyer)

NO REPAIRS, CREDITS, INSPECTIONS, REPORTS, AND CERTIFICATIONS

(25) Seller will make no repairs or give the Buyer any credits in lieu of making repairs. Seller will not pay for or provide to Buyer any reports, inspections or certifications of any kind, other than those listed in Table "A" - Receipt For Reports No. 1 attached hereto. Buyer may obtain any other inspections and reports desired by Buyer at Buyer's sole expense.

(26) Buyer accepts responsibility and expense for installing operating smoke and Carbon monoxide detectors and to strap or bracing any water heaters after closing.

BUYER INITIALS _____

SELLER INITIALS _____

ADDENDUM NO. 1 - continued

BUYER DUTY TO VERIFY

(27) Seller is acting as a fiduciary in the course of the administration of the decedent's trust. Seller has never owned or occupied the property. Seller has very limited knowledge of the property condition. Defects, malfunctions, deficiencies, and other significant conditions may exist and be unknown to the Seller and therefore not mentioned in the disclosure documents completed by Seller. It is extremely important that Buyer thoroughly investigate the property condition prior to signing this Addendum and not rely solely on the Seller's disclosures.

(28) Buyer acknowledges that except for any express warranties and representations contained in this addendum, Buyer is not relying on any written, oral, implied or other representations, statements or warranties by Seller or any agent of Seller or any real estate broker or salesperson. All previous written, oral, implied or other statements, representations, warranties or agreements, if any, are merged herein. Other than as specifically disclosed herein, Seller has not made, does not make, and expressly disclaims, any warranties, representations, covenants or guarantees, expressed or implied, or arising by operation of law, as to the merchantability, habitability, quantity, quality or environmental condition of the property or its suitability or fitness for any particular purpose or use. Buyer affirms that Buyer has (i) investigated and inspected the property to Buyer's satisfaction and is familiar and satisfied with the condition of the property and (ii) has made own determination as to (a) the merchantability, quantity, quality and condition of the property, including the presence of toxic or hazardous substances, materials, or wastes, or other actual and potential environmental contaminates, and (b) the property's suitability or fitness for any particular purpose or use. Buyer hereby accepts the property in its present condition on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" (including without limitation environmental) basis and acknowledges that (i) without this acceptance, this sale would not be made, (ii) that the purchase price reflects the existing condition of the property, including the presence of environmental contamination, if any, thereon, and (iii) Seller shall be under no obligation whatsoever to undertake any repair, alteration, remediation or other work of any kind with respect to any portion of the property. Except as otherwise agreed to herein, Seller is hereby released by Buyer and Buyer's successors and assigns of and from any and all responsibility, liability, obligations, and claims, known or unknown, including (1) any obligation to take the property back or reduce the price, or (2) actions for contribution or indemnity, that Buyer or Buyer's successors and assigns may have against Seller or that may arise in the future, based in whole or in part, upon the presence of toxic or hazardous substances, materials, or wastes or other actual or potential environmental contaminates on, within or under the surface of the property. Buyer further acknowledges that the provisions of this paragraph have been fully explained to Buyer and that Buyer fully understands and accepts the same.

BUYER INITIALS _____ **SELLER INITIALS** _____

ADDENDUM NO. 1 - continued

(29) Buyer is advised that the Seller or Seller’s agents have not conducted, and will not conduct any investigations to determine if proper building permits were obtained for the construction, modification, or demolition of any structure currently or previously on the property, or if the property is or is not connected to a public sewer system. Buyer accepts all responsibility to verify such matters to Buyer’s satisfaction prior to signing this Addendum. Buyer is advised that there may be unpermitted additions and or alterations. There may also be existing Code Enforcement Violations pertaining to the property that are unknown to Seller or Seller’s agents. It is extremely important that Buyer thoroughly investigate the property condition and not rely solely on the disclosures made by the Seller. Buyer is agreeing to close escrow subject to any and all unpermitted additions and/or alterations and code violations that may exist.

BUYER APPROVAL - REPORTS, DISCLOSURES, ADVISORIES, AND BOOKLETS

(30) Buyer acknowledges having been given the opportunity, prior to Buyer signing this Addendum to review, print, or download the items listed in the Table “A” attached hereto. The items are available at TrustedRA.com/Norwood.

(31) By signing this Addendum Buyer acknowledges electronic receipt and hereby approves all of the Reports, Disclosures, and Advisories listed in Table “A” attached hereto. Buyer shall sign and return copies of all of the items listed in said table within **7 days after** Acceptance. Buyer does not have any contingencies for further review or approval of the items listed in Table “A”. Failure to return signed copies does not void any buyer approvals contained in this addendum.

(32) Buyer acknowledges that buyer has access to the internet. By signing this addendum, Buyer accepts electronic delivery and acknowledges receipt of the booklet titled “Homeowner’s Guide to Earthquake Safety & Environmental Hazards” -- a combination of “Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants, 2011” including toxic mold and Carbon Monoxide, “Protect Your Family From Lead In Your Home”, “What is your Home Energy Rating (HERS)”, and “The Homeowner’s Guide to Earthquake Safety 2020 edition including natural gas safety. Booklet available at TrustedRA.com/Norwood.

(33) PERSONAL PROPERTY TO REMAIN

.A substantial amount of personal property, including some vehicles are present on the lot and inside the structure. Seller shall have the right to remove any items prior to close of escrow. All items not removed by Seller shall become the property of the Buyer at closing.

BUYER INITIALS _____ **SELLER INITIALS** _____

ADDENDUM NO. 1 - continued

TRUST PROCEEDINGS

(34) The Casey Jones Jr. Revocable Living Trust Dated June 17, 2013 is subject to Superior Court proceedings in the County of San Bernardino County, State of California, Case No. TRUPS 1900089. A Court Order has been filed appointing The San Bernardino County Public Administrator as Successor Trustee of said Trust.

(35) Seller intends to sell the property by using the Notice of Proposed Action by Trustee procedure as provided for in the California Probate Code Sections 16500 through 16504. Beneficiaries to the Trust will receive the Notice and they have a statutory period of at least 45 calendar days from receipt or delivery to object to the proposed action (sale of the property to the Buyer herein). If the Trustee receives no objection, then the Trustee can proceed with the sale to the Buyer. If the Trustee receives an objection then the provisions of paragraph 36 herein apply.

(36) If the trustee receives a written objection within the applicable period, either the trustee or a beneficiary may petition the court to have the proposed action taken as proposed, taken with modifications, or denied. In the proceeding, a beneficiary objecting to the proposed action has the burden of proving that the trustee’s proposed action should not be taken. A beneficiary who has not objected is not estopped from opposing the proposed action in the proceeding. The Court may allow competitive bidding from other interested parties at the hearing. The Trustee also has the option to decide to not implement the proposed action and chose to cancel the sale to the Buyer herein.

REPRESENTATIVE CAPACITY OF SIGNERS FOR SELLER

(37) In all documents pertaining to the sale of the subject property, the signer, Kevin Channer, Supervising Deputy Public Administrator, is signing on behalf of the Public Administrator as Successor Trustee of The Casey Jones Jr. Revocable Living Trust Dated June 17, 2013. There may be more than one individual signing on behalf of the Public Administrator throughout the transaction, each individual is signing with the authority granted to them by California Government Code Section 1194 and Sections 24100 through 24105. No separate Representative Capacity Signature Disclosure will be signed by anyone signing any transaction documents on behalf of the Seller.

BUYER INITIALS _____

SELLER INITIALS _____

ADDENDUM NO. 1 - continued

OTHER PROVISIONS

(38) Seller shall have the right to refuse to sign any document that is not specifically required by the Purchase Agreement, Federal, State or Local law. These documents shall include, but not limited to: Selling Office Disclosures, Addendums, Agreements and/or Advisories.

(39) If any provision of this Addendum or its Attachments is held to be illegal, invalid or unenforceable, then that provision shall cease to form part of the contract and shall not affect the remainder of the contract which shall remain in full force and effect.

(40) Any notices required to be given to either Buyer or Seller, are to be delivered to their respective agents by email. This paragraph shall not apply if a separate Delivery of Notices Addendum has been signed by Buyer and Seller prior to acceptance.

HEADINGS

(41) The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

EXPIRATION OF OFFER

(42) Probate Purchase Agreement (C.A.R Form PPA paragraph 32) shall be deleted in its entirety. Buyer’s offer shall remain in effect until withdrawn in writing by the buyer with C.A.R form (WOO) Withdrawal Of Offer and a copy of that form delivered to Trusted Realty Advisors via email to TrustedRA@gmail.com. A signed copy of the Purchase Agreement, if accepted, will be delivered by email to the buyer's agent. Buyer authorizes communication of acceptance to be delivered to the buyer's agent in this manner.

ATTACHMENTS, ADDENDUM, SUPPLEMENTS

(43) The following are attached hereto and incorporated herein by reference:

- (A) Table “A”, Receipt For Reports No. 1 (consisting of 1 page)
- (B) Liquidated Damages Addendum (consisting of 1 page)
- (C) Deed Restriction Addendum (consisting of 1 page)

BUYER INITIALS _____

SELLER INITIALS _____

ADDENDUM NO. 1 - continued

The undersigned, acknowledge they have read, understand, agree to, and have received a copy of this Addendum.

Buyer Signature _____ Date Signed _____

Buyer Printed Name _____

Buyer Signature _____ Date Signed _____

Buyer Printed Name _____

Seller Signature _____ Date Signed _____

The San Bernardino County Public Administrator as Successor Trustee of The Casey Jones Jr. Revocable Family Trust Dated June 17, 2013

TABLE "A"
RECEIPT FOR REPORTS NO. 1
1033 W. Norwood, Rialto, CA 92377

ITEM RECEIVED	PREPARED BY	Date	Pages
Preliminary Title Report #0623-6551078	First American Title Company	Effective date 03/16//2021 at 07:30 AM	16 pages
Natural Hazards, Environmental Screening, and California Tax Report #2842773	JCP-LGS Residential Property Disclosure Reports	Report Date 04/21/2021	52 pages
Statutory Natural Hazards Disclosure Statement and Acknowledgement of Receipt	JCP-LGS Residential Property Disclosure Reports	Report Date 04/21/2021	1 page
Square Footage and Lot Size Disclosure and Advisory	Completed by Trusted Realty Advisors	Signed by Seller 05/11/2021	1 page
Exempt Seller Disclosure	California Association of Realtors	Signed by Seller 05/11/2021	1 page
Agent Visual Inspection Disclosure	Trusted Realty Advisors	Signed by agent 05/12/2021	3 pages
Water-Conserving Plumbing Fixtures and Carbon Monoxide Detector Notice	California Association of Realtors	Signed by Seller 05/11/2021	2 pages
Market Conditions Advisory	California Association of Realtors	Signed by Seller 05/11/2021	2 pages
Water Heater and Smoke Detector Statement Of Compliance	California Association of Realtors	Signed by Seller 05/11/2021	1 page

Buyer acknowledges having been given the opportunity to review, print, or download the items listed in this Table "A". The items are available at TrustedRA.com/Norwood.

Buyer Signature

Buyer's Name Printed

Date Signed

Buyer Signature

Buyer's Name Printed

Date Signed

LIQUIDATED DAMAGES ADDENDUM

Buyer(s): _____
(Print all names of Buyers)

Seller: The San Bernardino County Public Administrator as Successor Trustee of the Casey Jones Jr. Revocable Living Trust Dated June 17, 2013.

Property Address: 1033 W. Norwood St., Rialto, CA 92377

If there is a conflict between the wording of this Liquidated Damages Addendum and any other Liquidated Damages Clause simultaneously or previously signed or initialed by the undersigned Buyer(s) and Seller, this Addendum shall apply.

The following Liquidated Damages Provision is hereby incorporated into and made a part of the California Residential Purchase Agreement and Joint Escrow Instructions.

If Buyer fails to complete this purchase because of Buyer’s default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which buyers intend to occupy as buyer’s principal residence, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award.

The undersigned have read and acknowledge receipt of a copy of this Liquidated Damages Addendum.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Seller: _____ Date: _____

The San Bernardino County Public Administrator as Successor Trustee of The Casey Jones Jr. Revocable Family Trust Dated June 17, 2013

BROKER COMPENSATION AGREEMENT – TRUST / PROBATE SALE

LISTING ADDRESS: 1033 W. Norwood St., Rialto, CA 92377

California Regional Multiple Listing Service Listing #EV21101241

SELLER: The San Bernardino County Public Administrator as Successor Trustee of
The Casey Jones Jr. Revocable Family Trust Dated June 17, 2013

Trusted Realty Advisors has an Exclusive Listing with the Seller. From compensation that Seller has agreed to pay to Trusted Realty Advisors under said Exclusive Listing Agreement, Trusted Realty Advisors makes a unilateral offer of compensation to any cooperating broker to compensate them an amount equal to 2.0% of the final selling price of the property. Offer of compensation is subject to all of the following conditions:

- (a) an actual sale is made
- (b) if court confirmation or approval is required, the sale is confirmed or approved by the court as required
- (c) the sale is consummated

No offer of compensation is being made, and no compensation will be paid to any cooperating broker if any of the following apply:

- (a) the agent or broker, directly or indirectly, is the purchaser of the property. (california probate code section 10160.5)
- (b) the agent or broker representing the purchaser has any interest in the purchaser. (california probate code section 10160.5)

UNCONFIRMED COOPERATING BROKERS

The broker that submits the original purchase agreement for which a hearing for court confirmation is held, shall not receive any compensation if the court confirms a sale on an increased bid, made at the time of the hearing, to a purchaser other than the purchaser in the original purchase agreement for which the hearing for court confirmation was held.

The undersigned Broker or licensed agent representing a Broker, agrees to and accepts the offer of compensation as stated above, and agrees that in any action, proceeding, or arbitration arising out of this agreement, that Trusted Realty Advisors shall be entitled to recover reasonable attorney fees and costs from the cooperating broker.

Cooperating Broker Company Name: _____

Agent Signature _____ Date Signed _____