

OFFER SUBMISSION CHECKLIST

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 (REQUIRED)
- _____ (2) Proof of funds to close - dated within the last 30 days and showing the name of the Buyer or Buyer's Entity (REQUIRED).
- _____ (3) Financed transactions must include DU Approval & FICO scores UPFRONT with an offer. Must be dated within the last 30 days.
- _____ (4) A deposit of 10 percent of the offered price. Must be a Cashier's Check Payable to the Estate of Ida Adams. (REQUIRED).
- _____ (5) "Addendum No. 1" - Signed by Buyer (REQUIRED) Form is attached
- _____ (6) Must sign "Liquidated Damages Addendum" (REQUIRED) Form is attached
- _____ (7) Must sign "Allocation Of Closing Costs Addendum" (REQUIRED) Form is attached
- _____ (8) Lead-Based Paint and Lead-Based Paint Hazards Disclosure, Acknowledgment and Addendum (REQUIRED) Form is attached
- _____ (9) Broker Compensation Agreement - Probate Sale signed by Agent (REQUIRED). Form is attached

Seller is a Public Agency and will not review offers until after 11/16/2020. 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 Offers 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: 17259 Miller Avenue, Fontana, CA 92336

(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.

INITIAL DEPOSIT / LIQUIDATED DAMAGES

(2) Buyer's Initial Deposit shall be 10% of the Purchase Price. To be paid by Cashier's Check Payable to "The Estate of Ida Adams". Said deposit shall be submitted along with the Purchase Agreement when submitted for consideration by the Seller.

(3) 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.

BUYER CONTINGENCY REMOVAL

(4) All contingencies shall end at the expiration of their respective time periods. Their removal SHALL NOT require any signature of the Buyer. If the Probate Purchase Agreement is not cancelled by the Buyer, in writing on or before the end of the respective time period for the contingency, Buyer shall be deemed to have removed the applicable contingency. Any cancellation must be received by Seller's broker prior to the end of the contingency period. A cancellation by the Buyer after the expiration of the contingency time period shall be deemed a DEFAULT by the Buyer. 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.

(5) If the last day of a Contingency period is a Saturday, Sunday, or legal holiday, the contingency period shall end at the end of the contingency's time period and shall not extend to the next business day.

BUYER INITIALS _____ SELLER INITIALS _____

ADDENDUM NO. 1 - continued

BUYER CONTINGENCY TIME PERIODS

(6) Buyer's desired inspections and investigations and for approval of property condition shall be 7 calendar days from acceptance. **If the Probate Purchase Agreement is not cancelled by the Buyer, in writing on or before the end of this contingency, Buyer shall be deemed to have removed this contingency.**

(7) Buyer approval of Disclosures shall be **7 calendar days** after acceptance. **If the Probate Purchase Agreement is not cancelled by the Buyer, in writing on or before the end of this contingency, Buyer shall be deemed to have removed this contingency.**

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.

(8) Buyer's Loan Contingency and Appraisal contingency periods shall be **21 calendar days** after acceptance. **If the Probate Purchase Agreement is not cancelled by the Buyer, in writing on or before the end of this contingency, Buyer shall be deemed to have removed this contingency.** There shall be no loan or appraisal contingency if the purchase agreement states "All Cash offer".

Any cancellation based on the appraisal contingency must be accompanied by a complete full copy of the appraisal. Buyer agrees to verify that Buyer's lender has ordered the appraisal. Buyer hereby authorizes Buyer's Lender to release a copy of a complete full appraisal to Seller's agent **within 21 days** after acceptance. Buyer(s) indemnify the Lender from any and all claims which may arise as a result of Lender's compliance with this paragraph.

(9) Buyer shall have no contingencies other than the contingencies stated at paragraphs 6, 7, and 8 of this Addendum.

BUYER INITIALS _____

SELLER INITIALS _____

ADDENDUM NO. 1 - continued

BUYER’S DUTY TO VERIFY

(10) The Seller and Seller’s agents are making no representations, warranties, or guarantees to the Buyer, with regard to: the property condition; property zoning; allowable uses; building permits, permit or other governmental fees, utility services available or not available at the property, including, if the property is connected or not connected to a public sewer systems; or if the property does or doesn’t have an operable septic system or other private sewage disposal system. All information provided to Buyer, including information provided on the California Regional Multiple Listing Service or any other internet web sites is not guaranteed and Buyer accepts responsibility for independently verifying all information. Buyer accepts all risks resulting from Buyer’s failure to adequately do so.

REPAIRS

(11) Seller will make **no repairs** or give any credits for repairs.

INSPECTIONS, CERTIFICATION AND REPORTS

(12) Seller will not pay for any surveys, Home Warranties, inspections and/or certifications, including for wood destroying pest (termites), Septic tank, if any, or any other kind. Buyer may obtain any of these inspections and reports at Buyer’s expense.

PERSONAL PROPERTY

(13) Buyer acknowledges that a substantial amount of personal property and debris of unknown monetary value is present. Buyer accepts all responsibility, risk and expense for lawfully dealing with any and all personal property and debris remaining on or in the property or garage at the close of escrow. Seller shall have the right, but no obligation, to remove any items of personal property prior to close of escrow.

ESCROW

(14) Escrow holder to be Orange Coast Title Company of Southern California. Buyer and Seller to each pay their own fees and charges. Seller reserves the right to change Escrow company and/or escrow officer to another company of Seller’s choice.

(15) ESCROW CLOSING DATE

Buyer to close escrow within 14 calendar days after Buyer or Buyer’s agent receives a copy of the Court Order Confirming the Sale as stated at paragraph 24 herein. Escrow period shall be a minimum of 60 calendar days after acceptance, and not exceed 120 calendar days after acceptance.

BUYER INITIALS _____ **SELLER INITIALS** _____

ADDENDUM NO. 1 - continued

ALLOCATION OF ESCROW CLOSING COSTS

(16) Buyer is to pay all costs of closing the escrow, **except** those costs, charges, or fees that are specifically designated to be paid by Seller In the Allocation Of Closing Costs Addendum attached hereto.

TITLE INSURANCE

(17) Seller will pay for a standard owner's policy of Title Insurance if provided by Orange Coast Title Company of Southern California. Buyer has the option to obtain title insurance from any provider at Buyer sole expense.

PRELIMINARY TITLE REPORT APPROVAL

(18) Buyer acknowledges that Preliminary title report number 210-2048110-15 prepared by Orange Coast Title Company of Southern California., with an effective date of October 30, 2020 at 7:30 AM, has been made available for Buyer to review at TrustedRA.com/Miller, prior to Buyer signing this Addendum. Buyer accepts and approves all items affecting title as shown in said report **except** for exceptions to coverage item number **5** and any additional items affecting Seller or the property that may be added prior to closing. Prior years property taxes, penalties, and interest, if any are to be paid from Seller's proceeds at the close of escrow. Current year Property Taxes are to be prorated between Buyer and Seller by escrow holder at closing.

REPORTS, DISCLOSURES, ADVISORIES, AND BOOKLETS

(19) Buyer acknowledges having been given the opportunity, prior to Buyer signing this Addendum, at Buyer's request to review the items listed in this paragraph. Items listed are available at TrustedRA.com/Miller.

(A) Agent Visual Inspection Disclosure, prepared by Trusted Realty Advisors, dated 11/10/2020. Consisting of 3 pages. Buyer approves items contained in said disclosure.

(B) Natural Hazards Disclosure Report and California Tax Disclosure Report number 2739232, prepared by JCP-LGS Residential Resale Property Disclosure Reports, dated 10/14/2020. Consisting of 37 pages. Buyer acknowledges receipt and hereby approves said report in its entirety. Seller will not provide or pay for any Natural Hazards and Tax Report from any other provider.

BUYER INITIALS _____ **SELLER INITIALS** _____

ADDENDUM NO. 1 - continued

(C) Water Conserving Plumbing Fixtures and Carbon Monoxide Detector Notice signed by Seller on 10/29/2020. Consists of 2 pages. Buyer approves said notice.

(D) Exempt Seller Disclosure signed by Seller on 10/29/2020. Consists of 1 page. Buyer approves items contained in said disclosure.

(E) Water Heater Statement of Compliance, signed by Seller on 10/29/2020. Consists of 1 page. Buyer approves said notice.

(20) Buyer shall sign and return all Seller’s disclosures within **7 days after** Acceptance. All Disclosures can be found at: TrustedRA.com/Miller. Buyer’s agent shall provide to Seller’s agent any items to be signed by the Seller, within **7 days after** acceptance. Failure to sign disclosures does not void buyer approvals contained in this addendum.

(21) Buyer acknowledges that buyer has access to the internet. Buyer accepts electronic delivery 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, “Protect Your Family From Lead In Your Home”, “What is your Home Energy Rating (HERS)”, and “The Homeowner’s Guide to Earthquake Safety” including natural gas safety. Booklet consists of 134 pages. Buyer may view and download the booklet at TrustedRA.com/Miller.

CONSERVATORSHIP PROCEEDINGS

(22) The Estate of Ida Adams, Conservatee, is subject to the conservatorship proceedings in the Superior Court of California, County of San Bernardino, Case number CONPS 1600289.

(23) The Seller herein is: The Office of the Public Guardian of the County of San Bernardino, State of California, Conservator of the estate of Ida Adams, Conservatee. In all documents pertaining to the sale of the subject property, the signer for the Office of the Public Guardian is signing and/or initialing in their capacity as Conservator of said estate. No separate Representative Capacity Signature Disclosure will be signed by anyone signing on behalf of the Seller. There may be more than one individual signing on behalf of the Office of the Public Guardian, a Deputy Public Guardian is authorized to act on behalf of the Office of the Public Guardian pursuant to California Government Code Sections 7 and 1001 of said code.

BUYER INITIALS _____ **SELLER INITIALS** _____

ADDENDUM NO. 1 - continued

COURT CONFIRMATION OF SALE

(24) Sale is contingent upon the Seller obtaining an Order confirming Sale of Real Property from the Superior Court of California, County of San Bernardino. This contingency exists for the benefit of the Seller exclusively. A court hearing is required to obtain said Order. Competitive bidding is allowed at the Court Confirmation hearing. The minimum competitive overbid price shall be an amount equal to the accepted purchase price, plus five percent of that amount, and \$500.

(25) Seller shall have the right to delay preparing and filing a Report Of Sale And Petition For Order Confirming Sale of Real Property until after all of Buyer's contingencies have been removed by Buyer or deemed remove as stated herein at paragraphs 4, 6, 7 and 8. The scheduling of the Court hearing is at the discretion of the Court, and varies according to the volume of petitions being filed, availability of Judges, and delays due to Covid-19 restrictions. It is anticipated that the court hearing will be scheduled within 60 calendar days after the Petition mentioned above is filed.

OTHER PROVISIONS

(26) 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.

(27) Any addition or deletion of any Buyer, change of vesting, or assignment of Buyer's interest shall require Seller's written approval. Seller shall have no obligation to approve.

(28) Sale is contingent upon all of Seller's closing costs, including any existing liens and mortgages, being paid off from Seller's proceeds without any additional contribution to escrow by Seller. This contingency exists for the benefit of the Seller exclusively.

(29) 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.

(30) Except as required by California Probate Code, any notices to Buyer shall be delivered via email to Buyer's agent.

BUYER INITIALS _____ **SELLER INITIALS** _____

ADDENDUM NO. 1 - continued

(31) Sale is contingent upon there having been no modifications, deletions, or additions made to this Addendum No.1 and its attachments. Seller shall have the unilateral right to cancel sale if modification(s) have been made to the original version posted at TrustedRA.com/Miller. This contingency is for the benefit of the Seller exclusively.

HEADINGS

(32) 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

(33) 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

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

- (A) Liquidated Damages Addendum (1 page)
- (B) Allocation Of Closing Costs Addendum (1page)
- (C) Lead - Based Paint and Lead-Based Paint Hazards Disclosure (2 pages)

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

Buyer Signature	Buyer’s Name Printed	Date Signed
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Buyer Signature	Buyer’s Name Printed	Date Signed
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Seller Signature _____ Date Signed _____

**The Office of the Public Guardian of the County of San Bernardino, State of California,
Conservator of the Estate of Ida Adams, Conservatee**

LIQUIDATED DAMAGES ADDENDUM

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

Seller: The Office of the Public Guardian of the County of San Bernardino, State of California, Conservator of the Estate of Ida Adams, Conservatee

Property Address: 17259 Miller Avenue, Fontana, CA 92336

The following Liquidated Damages Provision is hereby incorporated into and made a part of the Probate 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.

Should it become necessary pursuant to the provisions of the California Probate Code to obtain Superior Court Confirmation of this sale, upon confirmation by the Court the provisions of the Liquidated Damages Addendum shall no longer apply, and the provisions of California Probate Code shall apply. In the event of a default by the Buyer after Court Confirmation, Buyer is advised that damages owed to the Seller will be determined by the Court, and may exceed the deposit amount.

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

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Seller: _____ Date: _____

The Office of the Public Guardian of the County of San Bernardino, State of California, Conservator of the Estate of Ida Adams, Conservatee

ALLOCATION OF CLOSING COSTS ADDENDUM

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

Property Address: 17259 Miller Avenue, Fontana, CA 92336

In the event of a conflict between the wording of this Exhibit and the Probate Purchase Agreement and Joint Escrow Instructions, this Addendum shall apply.

The Buyer is to pay all costs of closing the escrow, **except** for the following costs that are to be charged to the Seller and debited from the Seller's proceeds at the close of escrow:

Proportion of the current year real property taxes, based on the most recent real property tax bill, and all prior years unpaid real property taxes, including penalties and interest due

Standard ALTA Owners Policy of Title insurance if coverage is obtained by Orange Coast Title Company of Southern California

One half of the Escrow Fee, and any fee(s) charged by the Escrow company for the preparation of the Deed to the Buyer or other documents applicable to the Seller.

Real estate broker commission(s) not to exceed 6 percent of the purchase price

Fee(s) for recording any affidavits, Court Orders, or Letters of Conservatorship, excluding any California SB2 fees

Fee for Natural Hazards Disclosure and California Tax Disclosure Report, **excluding** any Environmental or C.L.U.E. reports

County Documentary Transfer Tax

Payoff of any existing liens recorded against the property or the conservatee, including any costs related to paying off said liens

Buyer: _____ **Date:** _____

Buyer: _____ **Date:** _____

Seller: _____ **Date:** _____

**The Office of the Public Guardian of the County of San Bernardino, State of California,
Conservator of the Estate of Ida Adams, Conservatee**



LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals (C.A.R. Form FLD, Revised 11/10)

The following terms and conditions are hereby incorporated in and made a part of the: [] California Residential Purchase Agreement, [] Residential Lease or Month-to-Month Rental Agreement, or [X] Other: Probate Purchase Agreement and Joint Escrow Instructions, dated _____, on property known as:

17259 Miller Avenue, Fontana, CA 92336

which _____ ("Property") in which _____ is referred to as Buyer or Tenant and Paul Angelini, Supervising Deputy Public Guardian for the Estate of Ida Adams is referred to as Seller or Landlord.

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

1. SELLER'S OR LANDLORD'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following: *****NONE*****

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant: *****NONE*****

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

X Paul Angelini [Signature] Seller or Landlord

10/29/2020 12:55 PM PDT Date

Paul Angelini, Supervising Deputy Public Guardian for the Estate of Ida Adams.

Tenant's Initials () ()

Buyer's Initials () ()



LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (FLD PAGE 1 OF 2)

2. LISTING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Trusted Realty Advisors

(Please Print) Agent (Broker representing Seller or Landlord)

By Jim Trammell  10/29/2020 09:47 AM PDT
Associate-Licensee or Broker Signature Date
Jim Trammell

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in 1 above and the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety." **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**

For Sales Transactions Only: Buyer acknowledges the right for 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Buyer or Tenant Date

Buyer or Tenant Date


4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Agent (Broker obtaining the Offer) By _____ Associate-Licensee or Broker Signature Date

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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



BROKER COMPENSATION AGREEMENT – PROBATE SALE

LISTING ADDRESS: 17259 Miller Avenue, Fontana, CA 92336

California Regional Multiple Listing Service, Listing # EV20232323

SELLER: The Office of the Public Guardian of the County of San Bernardino, State of California, Conservator of the Estate of Ida Adams, Conservatee

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 2.5% 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 _____