OFFER SUBMISSION CHECKLIST

Email the items below in 1 PDF document 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. Residential Probate Purchase Agreement & Joint Escrow Instructions (REQUIRED) - Must included Buyers Vesting at paragraph 16

_____ (2) Proof of funds to close - dated within last 30 days (REQUIRED).

_____ (3) A deposit of 10% of your Purchase Offer is required and must be submitted the next business day AFTER acceptance.

_____ (4) "Liquidated Damages" Use Liquidated Damages Addendum. (REQUIRED). Form is attached.

_____ (5) "Addendum No. 1" - Signed by Buyer (REQUIRED) Form is attached

_____ (6) "Agency Disclosure" form signed by Buyer and Agent (REQUIRED).

_____ (7) "Probate Compensation Agreement - Signed by agent only (REQUIRED)

Many of our clients require that their properties be listed in the MLS for 5 full days prior to their reviewing any offers. We encourage our clients to make a prompt decision after the 5 day 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 Email TrustedRA@gmail.com
CAL BRE No. 00820556

OFFER MUST BE SUBMITTED ONLINE AT
TrustedRA.com/rimrock

ADDENDUM NO. 1

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

Property Address: 3096 Rim Rock Rd, Pioneertown, CA 92268, Includes
San Bernardino County Assessor's Parcel Numbers 0593-211-15-0000, 0593-211-16-0000, and 0593-201-13-0000

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 Purchase Agreement, read this carefully.

LIQUIDATED DAMAGES, CONTINGENCY TIME PERIODS, CONTINGENCY REMOVAL

(1) The initial deposit of 10% of purchase price that is stated in the Purchase Agreement shall be deemed to be "the deposit actually paid" for Liquidated Damages purposes, regardless of whom is holding said deposit, and regardless of whether the deposit instrument has been deposited. Buyer and Seller to sign a separate Liquidated Damages Addendum that is attached hereto and incorporated herein by reference.

(2) **BUYER CONTINGENCIES**

(A) All contingencies benefitting Buyer contained in the Purchase Agreement shall be deemed to become active and effective only after buyer's deposit has been deposited into escrow holder's Trust Account. Contingency time periods shall begin counting the next day after Acceptance, even if they are not yet active and effective.

(B) All contingencies shall end at the expiration of their respective time periods. Their release or 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.

(C) Buyer shall not have any loan or appraisal Contingency. Buyer shall have 7 calendar days after acceptance to complete any inspections desired by Buyer and to accept the property condition and any other matters affecting the property.

Buyer's Initials _____ _____ **Seller's Initials _____**

(D) The submission of a Request for Repairs (C.A.R. For RR) shall not cause the contingency periods to be extended beyond the contingency time periods stated below. No time period shall be extended , unless, both Buyer and Seller have signed agreeing to the extension of time on an Extension of Time Addendum (C.A.R. Form ETA).

(E) 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.

(3) Buyer is aware that property may need substantial repairs. By signing this Addendum, Buyer represents that Buyer has sufficient knowledge and funds to accept the high level of risk associated with this purchase. Buyer accepts **all risks** related to Buyer's limited ability to determine the condition of major systems including but not limited to plumbing, Wells, Water Holding tank, septic(if applicable), electric, heating and air conditioning, if any.

(4) Seller's agent will activate electric service to the property for Buyer inspections, provided that the utility requires nothing more than a service activation fee not to exceed $25. Electric service shall be turned off at the expiration of Buyer's inspection period. There is no public water service to the property. It appears that the property has no natural gas service and may use propane. It appears that a propane tank may have been removed from the property.

(5) Any addition or deletion of any Buyer shall require Seller's written approval.

REPAIRS, REPORTS, DISCLOSURES

(6) Seller will make **no repairs** or give any credits for repairs, Seller will not pay for any inspections and/or certifications, including for wood destroying pest (termites), Septic Tank, or Well. Seller will not pay for a Home Warranty Plan of any kind. Seller will not pay for Environmental or Comprehensive Loss Underwriting Exchange aka: C.L.U.E. reports. Buyer may obtain any of these inspections, reports, or Home Warranties at Buyer's expense.

(7) 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 www.Trustedra.com/rimrock

(A) Agent Visual Inspection Disclosure, prepared by Trusted Realty Advisors, dated 7/15/2016. Buyer approves items contained in said disclosure.

(B) Natural Hazards Disclosure Report and California Tax Disclosure Report number 1949680, prepared by JCP-LGS Residential Property Disclosure Reports, dated 7/15/2016. Buyer approves items contained in said disclosure reports.

(8) This is a Probate sale and Seller is *exempt* from completing a Real Estate Transfer Disclosure Statement. Seller *will not* provide a Seller Property Questionnaire or Statewide Buyer and Seller Advisory (SBSA). Additional exempt items can be found on the C.A.R form "Probate Advisory" PAL.

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

(10) Buyer agrees to independently verify all information pertaining to the property that may have posted to the MLS or to TrustedRA.com/rimrock pertaining to this property. No representations or warranties of any kind are being made by the Seller or Seller's agent.

POSSIBLE CODE ENFORCEMENT VIOLATIONS

(11) Buyer is advised that there may be existing or future Code Enforcement Violations pertaining to the property. By signing this Addendum, Buyer agrees to close escrow subject to any and all code enforcement violations that may exist at closing.

Addendum No. 1 (continued)

ESCROW

(12) Escrow holder to be Orange Coast Title Company of Southern California, San Bernardino office. Escrow Officer Desiree Diaz. Email: desireed@octitle.com. Telephone Number (909)708-8331 Buyer and Seller to each pay their own escrow fees and charges.

(13) Initial Deposit of 10% of purchase amount is to be received by the escrow holder no later than 2:00 PM on the **next** business day after the day of acceptance. ***Failure to comply with this paragraph shall be deemed a default by Buyer.*** Seller shall be entitled to receive from Buyer an amount equal to stated deposit amount as Liquidated Damages.

(14) Any amounts owed prior to close of escrow for liens pertaining to delinquent water, sewer, or refuse fees are to be paid at closing from Seller's proceeds. Buyer is to be responsible after close of escrow for all costs incurred in activating utility services to the property.

TITLE INSURANCE

(15) Buyer has the option to obtain title insurance from any provider, at buyers expense. If provided by Orange Coast Title Company of Southern California, then Seller will pay for one standard owner's policy that will include all 3 parcels. The property being sold consist of the following San Bernardino County Assessor's Parcel Numbers 0593-211-15-0000, 0593-211-16-0000, and 0593-201-13-0000. Buyer shall have 7 calendar days after receipt to disapprove the Preliminary Title Report in writing. If not disapproved within said time period, it shall be deemed approved by Buyer.

PROBATE PROCEEDINGS

(16) The Estate of Thomas E. Wilkes, Decedent is subject to the probate proceedings in the Superior Court of California, County of San Bernardino, Case No. PRODS 1000272.

Buyer's Initials _____ _____ **Seller's Initials _____**

Addendum No. 1 (continued)

(17) **The Seller herein is:** Edward E. Harter, Jr, Deputy Director of Coroner and Public Administrator for the Estate of Thomas E. Wilkes, Decedent. Letters of Administration with full authority were issued by the Superior Court of California, County of San Bernardino on April 15, 2016. In all documents pertaining to the sale of the subject property, Edward E. Harter, is signing and/or initialing in his capacity as Administrator of said estate. If Edward E. Harter is unavailable to sign any documents pertaining to the sale, then Robert H. Shaw, may sign on behalf of the Coroner and Public Administrator. No separate Representative Capacity Signature Disclosures will be signed by the Seller in this transaction.

(18) Seller has been granted Full Authority under the Independent Administration of Estates Act. Seller intends to sell the property by using the Notice of Proposed Action Procedure as provided for in the California Probate Code. Buyer agrees to close escrow within 7 calendar days after the date of the Proposed Action as will be stated in the Notice of Proposed Action at its paragraph #3. Buyer and Buyer's agent will be sent a copy of the Notice of Proposed Action. Exact escrow time period cannot be determined but, is anticipated to be about 30 days after acceptance of the Purchase Agreement by the Seller. If the Seller receives an **objection** of the Notice of Proposed Action then paragraphs (18A) and (18B) below shall become applicable.

(A) Sale is contingent upon Seller obtaining an Order confirming Sale of Real Property from the Superior Court of California, County of San Bernardino. This contingency is 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. Buyer (s) and their agent may refer to the Probate Purchase Agreement and Joint escrow instructions.

(B) Buyer agrees to close escrow within **7 calendar days** after receipt by Buyer's agent of a copy of a Court Order Confirming Sale of Real Property. If a Court Order Confirming Sale of Real Property becomes necessary the escrow period will be approximately an <u>additional</u> 60 days.

(19) An appraisal for sale must be obtained from the Court appointed Probate Referee. Sale is contingent upon the purchase price being equal to or greater than ninety percent of the Probate Referee's appraisal value. This contingency exists for the benefit of the Seller exclusively. The time period to receive appraisal is unknown and varies, but is anticipated to be within 60 days.

PERSONAL PROPERTY TO REMAIN

(20) Buyer acknowledges that some personal property and debris of unknown monetary value may be 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 at close of escrow. Seller shall have the right, but no obligation, to remove any items of personal property prior to close of escrow.

OTHER PROVISIONS

(21) Buyer accepts responsibility for installing Carbon Monoxide Detector(s), Smoke Detector(s), and for strapping water heater after close of escrow.

(22) Possession & occupancy shall be delivered to Buyer on the day that escrow closes by 5:00 PM.

(23) Sale is contingent upon any existing liens and mortgage 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.

(24) The property being sold consist of the following San Bernardino County Assessor's Parcel Numbers 0593-211-15-0000, 0593-211-16-0000, and 0593-201-13-0000.

(25) Any notices to Buyer shall be delivered via email to Buyer’s agent, except as required by California Probate Code.

(26) Lock Box will be removed from property the day after contingency period expires. Buyer will not have access to the property until their scheduled “final walk-thru” day if desired.

(27) Buyer agrees to disclose to Seller in writing, as soon as possible any family relationship that exists between Buyer and Buyer’s agent, and/or any business ownership relation that exists between Buyer and Buyer’s agent.

Buyer’s Initials _____ _____ **Seller’s Initials _____**

Addendum No. 1 (continued)

HEADINGS

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

ATTACHMENTS, ADDENDUM, SUPPLEMENTS

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

(A) Liquidated Damages Addendum (consisting of 1 page)
(B) Exempt Seller Disclosure (consisting of 1 page)
(C) Lead-Based Paint and Lead-Based Paint Hazards Disclosure, Acknowledgement and Addendum (consisting of 2 pages)

The undersigned, acknowledge they have read, understand, agree to, and have received a copy hereof.

_____	_____	_____
Buyer Signature	Buyer's Name Printed	Date Signed
_____	_____	_____
Buyer Signature	Buyer's Name Printed	Date Signed
_____		_____
Edward E. Harter, Jr, Deputy Director of Coroner and Public Administrator for the Estate of Thomas E. Wilkes, Decedent		Date Signed

LIQUIDATED DAMAGES ADDENDUM

Buyer(s): _____

Seller: **Edward E. Harter, Jr, Deputy Director of Coroner and Public Administrator for the** for the Estate of Thomas E. Wilkes, Decedent

Property Address: 3096 Rim Rock Road, Pioneertown, CA 92268

The following Liquidated Damages Provision is hereby incorporated in 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 Buyer intends to occupy, 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 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:** _____
Edward E. Harter, Jr, Deputy Director of Coroner and Public Administrator
for the Estate of Thomas E. Wilkes, Decedent

CALIFORNIA ASSOCIATION OF REALTORS®

EXEMPT SELLER DISCLOSURE

(C.A.R. Form ESD, Revised 12/15)

1. Seller (☐ landlord) makes the following disclosures with regard to the real property or manufactured home described as ***3096 Rim Rock Rd***, situated in ***Pioneertown*** (City), ***San Bernardino*** (County), California, ***92268*** (Zip Code) Assessor's Parcel No. ***0593-211-16*** ("Property").
2. Under California law (Civil Code §1102, et seq.) most Sellers of real property containing 1-4 residential units are required to provide prospective Buyers with a completed Real Estate Transfer Disclosure Statement ("TDS"). Certain Sellers are exempt from completing the TDS but not exempt from making other disclosures. Sellers who are not legally required to complete a TDS can use this form to make other required disclosures, including the disclosure of material facts of which they are aware.
3. **THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS DISCLOSURE STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR ANY AGENT(S) AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN. A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF SELLER OR BUYER DESIRE LEGAL ADVICE, CONSULT AN ATTORNEY.**
4. **Are you (Seller) aware of any of the following? (Explain any "yes" answers below.)**
   - **A.** Within the last 3 years, the death of an occupant of the Property upon the Property. ☒ Yes ☐ No
   - **B.** An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) ☐ Yes ☐ No
   - **C.** The release of an illegal controlled substance on or beneath the Property ☐ Yes ☐ No
   - **D.** Whether the Property is located in or adjacent to an "industrial use" zone ☐ Yes ☒ No (In general, a zone or district allowing manufacturing, commercial or airport uses.)
   - **E.** Whether the Property is affected by a nuisance created by an "industrial use" zone ☐ Yes ☐ No
   - **F.** Whether the Property is located within 1 mile of a former federal or state ordinance location ☐ Yes ☒ No (In general, an area once used for military training purposes that may contain potentially explosive munitions.)
   - **G.** Whether the Property is a condominium or located in a planned unit development or other common interest subdivision ☐ Yes ☐ No
   - **H.** Insurance claims affecting the Property within the past 5 years ☐ Yes ☐ No
   - **I.** Matters affecting title of the Property ☐ Yes ☐ No
   - **J.** Material facts or defects affecting the Property not otherwise disclosed to Buyer ☐ Yes ☐ No

   Explanation, or ☐ (if checked) see attached;

   The seller is not the title owner and is exempt from many disclosures imposed upon Sellers. Therefore, if any of the above boxes are not checked it is either because the seller does not know the answer, is exempt from answering or does not have an answer.
5. Seller represents that the information herein is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a Copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.

   Seller/Landlord X _____ Date 7/15/16

   Edward E. Harter, Deputy Director of Coroner and Public Administrator for the Estate of Thomas E. Wilkes, Deceased
6. **By signing below, Buyer acknowledges Buyer has received, read, and understands this Exempt Seller Disclosure form.**

   Buyer/Tenant _____ Date _____

   Buyer/Tenant _____ Date _____

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Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

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: [X] California Residential Purchase Agreement, [ ] Residential Lease or Month-to-Month Rental Agreement, or [ ] Other: _____, dated _____, on property known as: ***3096 Rim Rock Rd, Pioneertown, CA 92268*** ("Property") in which _____ is referred to as Buyer or Tenant and _____ is referred to as Seller or Landlord. ***Edward E. Harter, Deputy Director of Coroner and Public Administrator for the Estate of Thomas E. Wilkes, Deceased***

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 _____ 7/15/16
Seller or Landlord Date

Edward E. Harter, Deputy Director of Coroner and Public Administrator for the Estate of Thomas E. Wilkes, Deceased.
Seller or Landlord Date

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Buyer's/Tenant's Initials (_____)(_____)

Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

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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 By *Jim Trammell* *07/15/2016*

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

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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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Reviewed by Date

BROKER COMPENSATION AGREEMENT – PROBATE SALE

LISTING ADDRESS: 3096 Rim Rock Road, Pioneertown, CA 92268

SELLER: Edward E. Harter, Jr, Deputy Director of Coroner and Public Administrator for the Estate of Thomas E. Wilkes, Decedent

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 cooperating broker.

Cooperating Broker Company Name: _____

Agent Signature _____ Date Signed _____