

OFFER SUBMISSION CHECKLIST

Agents - Submit your clients offer online at TrustedRA.com/Sunset

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 last 30 days (REQUIRED).
- _____ (3) A deposit of at least \$20,000 is (REQUIRED).
- _____ (4) "Addendum No. 1" - Signed by Buyer (REQUIRED) Form is attached
- _____ (5) "Liquidated Damages Addendum" - Signed by Buyer (REQUIRED) Form is Attached.
- _____ (6) "Lead Based Paint Addendum" form signed by Buyer & Agent (REQUIRED). Form is attached.
- _____ (7) "Broker Compensation Agreement - Probate Sale" form signed by Agent (REQUIRED). Form is attached.
- _____ (8) "Agency Disclosure" form signed by Buyer and Agent (REQUIRED).
- _____ (9) If Buyer is a Corporation, LLC, Partnership or Trust - must provide proof that signer has legal authority to sign for the entity.

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 * CAL BRE No. 00820556

**OFFER MUST BE SUBMITTED ONLINE AT
TrustedRA.com/Sunset**

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: 1740 Sunset Street, Barstow, CA 92311

(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) Buyers shall deposit the amount stated at paragraph 3A of the Probate Purchase Agreement or \$20,000, whichever is greater, as Buyer's initial deposit. Said deposit to be received by escrow holder no later than **2:00 PM on the next business day after the day of acceptance.**

(3) The initial deposit stated herein 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 CONTINGENCIES

(4) All contingencies benefitting Buyer, if any, 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.**

(5) 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. 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 below. 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

(6) 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.

(7) **There are no inspection periods after acceptance.** Sale is **not** contingent upon Buyer's approval of condition or other matters affecting property. Paragraphs 13B, 14A, 14B, 14C, 17B(1), 17B(2), and 17B(3) shall be deemed to have been removed from the Probate Purchase Agreement, and are no longer applicable. Buyer acknowledges that Buyer has had the opportunity to inspect the property **prior to** signing this Addendum. Buyer is aware that property needs extensive 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, septic (if applicable), electric, heating and air conditioning. Seller will not turn on any utility services.

(8) Buyer does not have a Loan Contingency or Appraisal contingency.

REPAIRS, INSPECTIONS AND REPORTS

(9) Seller will make **no repairs** or give any credits for repairs, Seller will not pay for any surveys, inspections and/or certifications, including for wood destroying pest (termites), Septic tank, if any, or any other kind. Seller will not pay for Environmental or C.L.U.E. reports aka: Comprehensive Loss Underwriting Exchange. Buyer may obtain any of these inspections and reports at Buyer's expense. Buyer accepts responsibility and expense for installing operating smoke and Carbon monoxide detectors and to strap or bracing any water heaters after close of escrow. Seller will not pay for any Home Warranty Plan.

BUYER DUTY TO VERIFY

(10) The Seller and Seller's agents are making no representations, guarantees, or warranties, to the Buyer, with regard to: the property condition; code compliance; 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.

BUYER INITIALS _____ SELLER INITIALS _____

ADDENDUM NO. 1 - continued

CODE ENFORCEMENT VIOLATIONS

(11) Buyer is advised that there may be existing Code Enforcement Violations pertaining to the property that are unknown to Seller or Seller's agents. By signing this Addendum, Buyer agrees to close escrow subject to any and all unpermitted additions or alterations and code violations that exist.

PERSONAL PROPERTY TO REMAIN

(12) Buyer acknowledges that a substantial amount 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 at close of escrow. Seller shall have the right, but no obligation, to remove any items of personal property prior to close of escrow.

ESCROW

(13) Escrow holder to be Orange Coast Title Company of Southern California. **Escrow No: 1987085-PR** . Escrow officer shall be: **Patry Ryan at 909-522-3959 patryr@octitle.com** . 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.

(14) Initial Deposit in an amount as determined by paragraph 2 herein, 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.

ESCROW CLOSING DATE

(15) Escrow to close on the date determined by paragraph 23 herein.

TITLE INSURANCE

(16) Seller will pay for standard owner's policy of Title Insurance if provided by Orange Coast Title in San Bernardino. Buyer has option to obtain title insurance from any provider. Buyer shall pay for owner's policy of Title Insurance if provided by a company other than Orange Coast Title in San Bernardino.

BUYER INITIALS _____

SELLER INITIALS _____

ADDENDUM NO. 1 - continued

(17) PRELIMINARY TITLE REPORT

Buyer acknowledges that Preliminary title report number 210-1987085-15 prepared by Orange Coast Title Company of Southern California, with an effective date of January 8, 2019 at 7:30 AM, has been made available for Buyer to review at TrustedRA.com/Sunset, 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 **3,5,and 10 through 40** and any additional items affecting Seller or the property that may be added prior to closing. Seller to be charged through escrow for all prior years property taxes, penalties, and interest. Prior years property taxes are to be paid from Seller's proceeds at 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

(18) 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/Sunset.

(A) Agent Visual Inspection Disclosure, prepared by Trusted Realty Advisors, dated 02/20/2019. Consisting of 3 pages. Buyer approves items contained in said disclosure.

(B) Natural Hazards Disclosure Report and California Tax Disclosure Report number 2414125, prepared by JCP-LGS Residential Property Disclosure Reports, dated 01/16/2019. Consisting of 37 pages. Buyer acknowledges receipt and hereby approves said report in its entirety.

(C) Water Conserving Plumbing Fixtures and Carbon Monoxide Detector Notice signed by Seller on 02/13/2018. Consists of 2 pages. Buyer approves said notice.

(D) Exempt Seller Disclosure signed by Seller on 02/13/2018. Consists of 1 page. Buyer approves items contained in said disclosure.

(E) Lead-Based Paint And Lead-Based Paint Hazards Disclosure, Acknowledgment And Addendum signed by Seller on 02/13/2019. Consists of 2 pages. Buyer approves said notice.

BUYER INITIALS _____ **SELLER INITIALS** _____

ADDENDUM NO. 1 - continued

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

(20) 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 booklet at TrustedRA.com/Sunset.

PROBATE PROCEEDINGS

(21) The Estate of Filomeno A. Batol,, decedent, is subject to the probate proceedings in the Superior Court of California, County of San Bernardino, Case number PROPS 1900015. A petition to Summarily dispose of the estate has been granted as authorized by California Probate Code Section 7660(a)(1).

(22) The Seller herein is: The Coroner / Public Administrator for the County of San Bernardino, California, as Administrator of the Estate of Filomeno A. Batol, aka Filomeno Batol, decedent. In all documents pertaining to the sale of the subject property, the signer for the Coroner / Public Administrator is signing and/or initialing in their capacity as Administrator 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 Coroner / 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 of said code.

(23) 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 21 to 30 days after acceptance of the Purchase Agreement by the Seller. If the Seller receives an objection to the Notice of Proposed Action, then paragraphs (23A) and (23B) below shall be applicable.

BUYER INITIALS _____ **SELLER INITIALS** _____

ADDENDUM NO. 1 - continued

(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 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.

(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 additional 45 to 60 calendar days.

(24) The Seller herein is prohibited from closing this sale at a purchase price that is less than 90 percent of the probate referee's reappraisal for sale value. A reappraisal for sale was completed by the probate referee on January 14, 2019, indicating the reappraisal value to be \$140,000. The Seller is currently not able to close a sale at a price less than \$126,000. The reappraisal was based on exterior of the property and was completed without the appraiser viewing the interior condition. A request has been made to the probate referee to reconsider his reappraisal for sale value based on the interior condition and the need for substantial repairs. The sale is contingent upon the probate referee amending the reappraisal for sale to a value for which the purchase price is 90 percent thereof or greater. This contingency exists for the benefit of the Seller exclusively. Exact time period for a reply to the request to reconsider the value is anticipated to be between 10 and 55 days after acceptance of the purchase agreement by the Seller. The Seller is unable to proceed with the Notice of Proposed Action procedure stated at paragraph 23 herein until an amended reappraisal for sale as stated in this paragraph has been received.

(25) The sale is contingent upon the Seller meeting all probate code requirements necessary complete the probate administration as a "Summary" probate. This contingency exists for the benefit of the Seller exclusively. It may become necessary for the Seller to file a petition with the court to change the administration from "Summary" to "Full" probate. If this becomes necessary, the Seller will be unable to proceed with the Notice of Proposed Action procedure stated at paragraph 23 herein until after their petition has been granted by the court. If a "Full" probate becomes necessary the escrow period is anticipated to be between 60 and 120 days from Seller's acceptance. By signing this Addendum, Buyer consents to the extended escrow period.

BUYER INITIALS _____ **SELLER INITIALS** _____

ADDENDUM NO. 1 - continued

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.

(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.

(31) Sale is contingent upon there having been no modifications, deletions, or additions made to this Addendum No.1 and It's attachments. Seller shall have the unilateral right to cancel sale if modification(s) have been made to the original version of this Addendum and It's attachments that has been posted at TrustedRA.com/Sunset. 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.

BUYER INITIALS _____

SELLER INITIALS _____

ADDENDUM NO. 1 - continued

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 buyer's agent. Buyer authorizes communication of acceptance to be delivered to buyer's agent in this manner.

ATTACHMENTS, ADDENDUM, SUPPLEMENTS

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

(A) Liquidated Damages Addendum (consisting of 1 page)

(B) Lead-Based Paint And Lead-Based Paint Hazards Disclosure, Acknowledgement And Addendum (consists of 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

Buyer Signature Buyer's Name Printed Date Signed

Seller Signature _____ Date Signed _____

Coroner / Public Administrator of the County of San Bernardino, California
for the Estate of Filomeno A. Batol, aka Filomeno Batol, decedent

LIQUIDATED DAMAGES ADDENDUM

Buyer(s): _____

Seller:

**Coroner / Public Administrator of the County of San Bernardino, California
for the Estate of Filomeno A. Batol, aka Filomeno Batol decedent**

Property Address: 1740 Sunset Street, Barstow, CA 92311

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 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 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: _____

**Coroner / Public Administrator of the County of San Bernardino, California
for the Estate of Filomeno A. Batol, Aka Filomeno Batol, decedent**



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: California Residential Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, or Other: Probate Purchase Agreement and Joint Escrow Instructions dated _____, on property known as:

1740 Sunset Street, Barstow, CA 92311

which _____ is referred to as Buyer or Tenant and Michael Smith, Lieutenant of Coroner / Public Administrator for the Estate of is referred to as Seller or Landlord. Filomeno A. Batol, aka Filomeno Batol.

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.

Seller or Landlord:

Date

Michael Smith, Lieutenant of Coroner/Public Administrator for the Estate of Filomeno A. Batol, aka Filomeno Batol



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

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) [X] 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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BROKER COMPENSATION AGREEMENT – PROBATE SALE

LISTING ADDRESS: 1740 Sunset Street, Barstow, CA 92311

California Regional Multiple Listing Service, Listing # EV19034718

SELLER:

Coroner / Public Administrator of the County of San Bernardino, California
for the Estate of Filomeno A. Batol, 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 2.0% 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 cooperating broker.

Cooperating Broker Company Name: _____

Agent Signature _____ Date Signed _____