PROBATE PURCHASE AGREEMENT
AND JOINT ESCRROW INSTRUCTIONS
For Probate, Conservatorship and Guardianship Property
Under the Authority of the Probate Code
(C.A.R. Form PPA, Revised 11/14)

To the court-appointed representative (“Representative”) of an estate, conservatorship or guardianship identified in the Superior Court (“Seller”):

Date Prepared: ________________________

1. OFFER:
A. THIS IS AN OFFER FROM ________________________________________________ (“Buyer”).
B. THE REAL PROPERTY to be acquired is ____________________________________________, situated in ____________________________________________, County, California, (City), (Zip Code), Assessor’s Parcel No. ________________ (“Property”).
C. THE PURCHASE PRICE offered is ____________________________________________ Dollars $ ____________.
D. CLOSE OF ESCRROW shall occur on ___________________________ (date) (or ____________________________ Days After Acceptance).

2. AGENCY:
A. DISCLOSURE: The Parties each acknowledge receipt of a Disclosure Regarding Real Estate Agency Relationships” (C.A.R. Form AD).
B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:
   Listing Agent _______________________________________________________ (Print Firm Name)
   Selling Agent ______________________________________________________ (Print Firm Name)
   the Seller exclusively; or □ both the Buyer and Seller.
   the Buyer exclusively; or □ the Seller exclusively; or □ both the Buyer and Seller.
C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a Possible Representation
   of More than One Buyer or Seller - Disclosure and Consent” (C.A.R. Form PRBS).

3. FINANCE TERMS: Obtaining the loans below is NOT a contingency of this Agreement unless paragraph 3C(4) is checked. If Buyer does not obtain the loan(s) and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer’s deposit or other legal remedies. Obtaining deposit, down payment and closing costs are covenants of this Agreement. Buyer represents that funds will be good when deposited with Escrow Holder.

A. INITIAL DEPOSIT: Deposit shall be in the amount of _____________________________ Dollars $ ____________.
   (1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, □ cashier’s check, □ personal check, □ other ___________________ within 3 business days after Acceptance (or ____________________________);
   OR (2) □ Buyer Deposit with Agent: Buyer has given the deposit by personal check (or _______ other ___________________) to the agent submitting the offer (or to ____________________________________), made payable to ____________________________________. The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or ____________________________);
   (Note: Initial and increased deposits checks received by agent shall be recorded in Broker’s trust fund log.)
B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of ____________________________ Dollars $ ____________ within _______ Days After Acceptance (or ____________________________).

C. LOAN(S):
   (1) First Loan: in the amount of ____________________________ Dollars $ ____________.
      This loan will be conventional financing or □ FHA, □ VA, □ Seller financing (C.A.R. Form SFA), □ assumed financing (C.A.R. Form AFA), □ Other ___________________. This loan shall be at a fixed rate not to exceed ______% or □ an adjustable rate loan with initial rate not to exceed ______%. Regardless of the type of loan, Buyer shall pay points not to exceed ______% of the loan amount.
   (2) □ Second Loan in the amount of ____________________________ Dollars $ ____________.
      This loan will be conventional financing or □ Seller financing (C.A.R. Form SFA), □ assumed financing (C.A.R. Form AFA), □ Other ___________________. This loan shall be at a fixed rate not to exceed ______% or □ an adjustable rate loan with initial rate not to exceed ______%. Regardless of the type of loan, Buyer shall pay points not to exceed ______% of the loan amount.
   (3) FHA/VA: For any FHA or VA loan specified in 3D(1), Buyer has _______ Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this transaction.

Buyer’s Initials (________)(________) Seller’s Initials (________)(________)
E. LOAN TERMS:
(1) □ LOAN CONTINGENCY: (Applies only if checked) Buyer shall act diligently and in good faith to obtain the designated loan(s). Obtaining the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer’s contractual obligations to obtain and provide deposit, balance of down payment and closing costs are not contingencies of this Agreement.
(a) LOAN APPLICATIONS: Within 3 (or ___) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer’s lender or loan broker stating that, based on a review of Buyer’s written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (☐ Letter attached.)
(b) LOAN CONTINGENCY REMOVAL: Within 21 (or ___) Days After Acceptance, Buyer shall, as specified in paragraph 17, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
(2) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer’s lender. If the total credit allowed by Buyer’s lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

F. ADDITIONAL FINANCING TERMS:

G. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of ................................................... $ ____________

H. PURCHASE PRICE (TOTAL): ................................................... $ ____________

I. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer’s lender or loan broker pursuant to paragraph 3D(4)) shall, within 3 (or ___) Days After Acceptance, Deliver to Seller written verification of Buyer’s down payment and closing costs. (☐ Verification attached.)

J. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (☐ is) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or ___) Days After Acceptance.

K. BUYER STATED FINANCING: Seller is relying on Buyer’s representation of the type of financing specified (including but not limited to, all cash, amount of down payment, or contingent or non contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer’s covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer’s efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. DETERMINATION OF TYPE OF PROBATE AND COURT CONFIRMATION (Check the option below that applies):
A. Type of Probate: Seller shall inform Buyer at the time of ☐ Acceptance or ☐ within the time for Seller Disclosures in paragraph 17 if the Property is being sold as part of a decedent’s estate, conservatorship or guardianship.
(1) If the property is being sold through a conservatorship or guardianship, then court confirmation is required and the sale shall proceed under paragraph 4B(2).
(2) If property is being sold as part of a decedent’s estate, paragraph 4B(1) applies unless 4B(2) or 4B(3) is checked.
B. (1) Court Confirmation Undetermined: Seller shall inform Buyer at time of ☐ Acceptance or ☐ within the time for Seller Disclosures in paragraph 17 if court confirmation is required. The sale will proceed under paragraph 4B(2) if court confirmation is required and under 4B(3) if court confirmation is not required.
(2) ☐ Court Confirmation Required: The sale is contingent upon court confirmation. This allows for open, competitive bidding at the court hearing. The minimum overbid price shall be an amount equal to the accepted purchase price, plus five percent of that amount, and $500. The court shall determine 2any further incremental overbidding amounts. See paragraph 5 for terms of court confirmation of the sale.
(3) ☐ Court Confirmation Not Required: Court confirmation of the sale may not be required, subject to notice of the terms of the sale to beneficiaries/heirs. If a beneficiary/heir objects to the terms of sale, court confirmation of the sale shall be required. See paragraph 5 for terms of court confirmation of the sale. Buyer shall have 3 Days After receipt of notification of a beneficiary or heir’s objection to elect to cancel this Agreement. If Buyer elects to cancel, Seller shall refund deposit money held, less applicable costs.

5. WHEN COURT CONFIRMATION IS REQUIRED:
A. Seller shall file a Petition to confirm the sale of the Property with the court. Seller shall notify Buyer in writing of the court confirmation hearing date, time and location at least 7 (or ____ ) days prior to the court confirmation hearing date. Broker strongly recommends that Buyer personally appear at the court confirmation hearing to protect Buyer’s position in the event of overbidding.

Buyer’s Initials ( ) ( ) Seller’s Initials ( ) ( )
B. California Probate Code may require a legal notice to be published in a local newspaper advertising the sale of the Property. If publication is required, Buyer understands that Seller is unable to accept Buyer’s offer until after the expiration of the period set forth in the published notice. In such case, acceptance of this offer prior to publication is VOIDABLE.

If the court approves the sale to Buyer, all deposit money held on behalf of Seller shall be applied toward the purchase price. If the sale is not confirmed to Buyer due to an overbid, Buyer's deposit money, less applicable costs, shall be returned to Buyer. If the sale is confirmed by the court, an Order Confirming Sale to Buyer will be issued by the court. Buyer shall pay the balance of the purchase price within 10 (or ___ ) Days from receipt of such Order by Escrow Holder or Buyer.

C. The purchase price offered must be at least 90 percent of the probate referee's appraised or re-appraised value of the Property, unless exempt. If the purchase price is less than 90 percent of the probate referee’s appraised value, Buyer may increase the purchase price to the minimum amount required, or may withdraw from this transaction and receive a refund of Buyer's deposit, less applicable costs.

IF BUYER DEFAULTS AFTER COURT CONFIRMATION, THE ORDER CONFIRMING SALE MAY BE VACATED. THIS MAY RESULT IN BUYER'S FORFEITURE OF THE FULL DEPOSIT, OR ANY AMOUNT THE COURT MAY DETERMINE TO SATISFY ANY DEFICIENCY OF SALE PRICE, COSTS, OR OTHER LOSSES BY THE SELLER.

D. Seller may remove the Property from the court calendar if Buyer has not removed all contingencies (or, only these contingencies checked below) at least 10 (or ___ ) days prior to the court confirmation hearing date.

☐ Financing Contingency (paragraph 3E).
☐ Lead-Based Paint Hazard Disclosures (paragraph 12A).
☐ Natural and Environmental Disclosures (paragraph 12B).
☐ Condominium/Planned Unit Development Disclosures (paragraph 12F).
☐ Buyer’s Investigation of Property (paragraph 14).
☐ Review Of A Preliminary (Title) Report (paragraph 15A).

6. SALE OF BUYER’S PROPERTY:
A. This Agreement and Buyer’s ability to obtain financing are contingent upon the sale of property owned by Buyer.
OR B. This Agreement and Buyer’s ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.

7. ADDENDA AND ADVISORIES:
A. ADDENDA:
☐ Back Up Offer Addendum (C.A.R. Form BUO)
☐ Short Sale Addendum (C.A.R. Form SSA) (C.A.R. Form SWPI)
☐ Other ___________________________.

B. BUYER AND SELLER ADVISORIES:
☐ Buyer’s Inspection Advisory (C.A.R. Form BIA)
☐ Probate Advisory (C.A.R. Form PAK)
☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
☐ Other ___________________________.

8. OTHER TERMS:

9. ALLOCATION OF COSTS
A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed, in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service (“Report”) mentioned, it does not determine who is to pay for any work recommended or identified in the Report.

(1) ☐ Buyer ☐ Seller shall pay for a natural hazard zone disclosure report, including ☐ environmental and tax reports ☐ Other: prepared by _________.

(2) ☐ Buyer ☐ Seller shall pay for the following Report prepared by _________.

(3) ☐ Buyer ☐ Seller shall pay for the following Report prepared by _________.

B. GOVERNMENT REQUIREMENTS AND RETROFIT:
(1) ☐ Buyer ☐ Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow (“COE”), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.

(2) (i) ☐ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.

(ii) ☐ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.

(iii) Buyer shall be provided, within the time specified in paragraph 17A, a copy of any required government conducted or required, or may withdraw from this transaction and receive a refund of Buyer's deposit, less applicable costs.

C. ESCROW AND TITLE:
(1) (a) ☐ Buyer ☐ Seller shall pay escrow fee ___________________________.

(b) Escrow Holder shall be ___________________________.

(c) The Parties shall, within 5 (or ___ ) Days After receipt, sign and return Escrow Holder’s general provisions.
D. OTHER COSTS:
(1) Buyer Seller shall pay County transfer tax or fee _____________________________.
(2) Buyer Seller shall pay City transfer tax or fee _____________________________.
(3) Buyer Seller shall pay Homeowners' Association ("HOA") transfer fee _____________________________.
(4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.
(5) Buyer Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
(6) Buyer Seller shall pay for any private transfer fee _____________________________.
(7) Buyer Seller shall pay for _____________________________.
(8) Buyer Seller shall pay for _____________________________.
(9) Buyer Seller shall pay for the cost, not to exceed $ _____________________________, of a standard ( ) upgraded one-year home warranty plan, issued by _____________________________, with the following optional coverages: _____________________________.

Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

OR □ Buyer waives the purchase of a home warranty policy. Nothing in this paragraph precludes Buyer's purchasing a home warranty policy during the term of the Agreement.

10. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:
A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in paragraph 10B or C.
B. ITEMS INCLUDED IN SALE: Except as otherwise specified or disclosed,
(1) All EXISTING fixtures and fittings that are attached to the Property;
(2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air conditioners/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: □ all stove(s), except _____________________________; □ all refrigerator(s) except _____________________________;
(3) Existing integrated phone and home automation systems, including necessary components such as internet connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are □ are NOT included in the sale.
(4) LEASED OR LIENED ITEMS AND SYSTEMS: Seller, within the time specified in paragraph 17A, (i) disclose to Buyer if any item or system specified in paragraph 10 or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency of this Agreement as specified in paragraph 14B.
(5) The following additional items:
(6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 10B(4) and ________, and (ii) are transferred without Seller warranty regardless of value.
C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale: (i) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (ii) furniture and other items secured to walls, floors or ceilings for any such component, furniture or item to remain with the Property (or □ will be removed and holes or other damage shall be repaired, but not painted).

11. CLOSING AND POSSESSION:
A. Buyer intends (□) does not intend to occupy the Property as Buyer's primary residence.
B. Seller-occupied or vacant property: Possession shall be delivered to Buyer: (i) at 6 PM or ( ) □ AM/□ PM on the date of Close Of Escrow; (ii) □ no later than ______ days after Close Of Escrow; or (iii) □ at ______ AM/□ PM on ______.
C. Seller Remaining in Possession After Close Of Escrow: If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as □ C.A.R. Form SIP, for Seller continued occupancy of less than 30 days; □ C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
D. Tenant-occupied property: Property shall be vacant at least 5 (or ______) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.
OR □ Tenant to remain in possession (C.A.R. Form TIP).
E. At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.

Buyer’s Initials ( ) ( ) Seller’s Initials ( ) ( )
12. STATUTORY DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

A. (1) Seller shall, within the time specified in paragraph 17A, deliver to Buyer, if required by Law. Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures").

B. Buyer shall, within the time specified in paragraph 17B(1), return a Signed Copy of the Lead Disclosures to Seller.

C. Seller shall, within the time specified in paragraph 17B(2), disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPO or SSD).

D. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession.

E. If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller shall, if required by Law:
   (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklets, and home energy rating pamphlet;
   (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone;
   (iii) disclose any other zone as required by Law and provide any other information required for those zones.

13. CONDITION OF PROPERTY:

A. Seller shall, within the time specified in paragraph 17A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.

B. Buyer has the right to conduct Buyer Investigations of the property and, as specified in paragraph 17B, based upon information discovered in those investigations:
   (i) inspect for lead-based paint and other lead-based paint hazards;
   (ii) inspect for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated
15. TITLE AND VESTING:

A. Within the time specified in paragraph 17, Buyer shall be provided a current preliminary title report (“Preliminary Report”). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer’s review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 17A. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information. Buyer shall within 7 Days After Acceptance to designate in writing how title is to be taken.

B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.

C. Within the time specified in paragraph 17A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.

D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer’s behalf to carry, policies of liability, workers’ compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer’s direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a “Notice of Non-Responsibility” (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer’s direction. Buyer’s obligations under this paragraph shall survive the termination of this Agreement.

E. Buyer shall receive a CLTA/ALTA “Homeowner’s Policy of Title Insurance”, if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner’s Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.

16. VESTING: Buyer intends to take title as follows:

MANNER OF TAKING TITLE MAY HAVE SERIOUS LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL. Seller will not Petition the Court for confirmation until vesting has been designated. If vesting is not designated above, Buyer has 10 (or □ ___) Days After Acceptance to designate in writing how title is to be taken.

17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

A. SELLER HAS: 7 (or □ ___) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 7A, 8, 9, 10B(4), 12A, B, C, and F, 13A, and 15A. Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.

B. (1) BUYER HAS: 17 (or □ ___) Days After Acceptance, unless otherwise agreed in writing, to:

(i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 10A and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures delivered by Seller in accordance with paragraph 12A.

(2) Within the time specified in paragraph 17B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer’s requests.

(3) By the end of the time specified in paragraph 17B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 17A, then Buyer has 5 (or □ ___) Days After Delivery of any such items, or the time specified in paragraph 17B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

(4) Continuation of Contingency: Even after the end of the time specified in paragraph 17B(1) and before Seller cancels, if at all, pursuant to paragraph 17C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer’s written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 17C(1).

Buyer’s Initials (________)(________) Seller’s Initials (________)(________)
C. SELLER RIGHT TO CANCEL:  
(1) Seller right to Cancel; Buyer Contingencies: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize return of Buyer's deposit, except for fees incurred by Buyer. 
(2) Seller right to Cancel; Buyer Contract Obligations: If, by the time specified in this Agreement, Buyer does not take the following action(s), then Seller, after first Delivering to Buyer a NBP may cancel this Agreement: (i) Deposit funds as required by paragraph 3A or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3E(1); (iv) Deliver verification as required by paragraph 3C or 3H; (v) Return Statutory and Lead Disclosures as required by paragraph 12A(5); or (vi) Provide evidence of authority to sign in a representative capacity as specified in paragraph 22. In such event, Seller shall authorize return of Buyer's deposit, except for fees incurred by Buyer.

D. NOTICE TO BUYER OR SELLER TO PERFORM: The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 (or _____) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 17.

E. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

F. CLOSE OF ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver a Demand to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or _____) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.

G. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. If either Party fails to execute mutual instructions to cancel, one Party may make a written demand to Escrow Holder for the deposit. Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder’s notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. A Party may be subject to a civil penalty of up to $1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §10573).

18. REPAIRS: Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

19. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property within 5 (or _____) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 13; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller’s other obligations under this Agreement (C.A.R. Form VP).

20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

21. BROKERS:
A. COMPENSATION: Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
B. SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footages, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals. 

22. REPRESENTATIVE CAPACITY: If one or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual then that Buyer shall so indicate in paragraph 32 and attach a Representative Capacity Signature Addendum (C.A.R. Form RCSA). Wherever the signature or initials of the representative identified in the RCSA appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable trust document, or portion thereof, letters testamentary, court order, power of attorney, resolution, or formation documents of the business entity).

23. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:
A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 6A, 7A, 8, 9, 12C, 15, 17G, 20, 21A, 22, 23, 27, 30, 31, 32 and 33 paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 21A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer’s or Seller’s funds, or both, as applicable, the Broker’s compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Broker and Seller will receive Escrow Holder’s general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 9C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or ___) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.

B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or ______) Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller’s Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller’s FIRPTA obligation under paragraph 12C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.

C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 21A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder’s payment to Broker(s) of compensation pursuant to this Agreement.

D. Upon receipt, Escrow Holder shall provide Seller and Seller’s Broker verification of Buyer’s deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) If Buyer’s initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) If Buyer and Seller instruct Escrow Holder to cancel escrow.

E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

24. SELECTION OF SERVICE PROVIDERS: Brokers do not guarantee the performance of any vendors, service or product providers (“Providers”), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

25. MULTIPLE LISTING SERVICE (“MLS”): Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.

26. ATTORNEY FEES: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-prevailing Buyer or Seller.

27. ASSIGNMENT: Buyer shall not assign all or any part of Buyer’s interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer’s obligations pursuant to this Agreement.

PROBATE PURCHASE AGREEMENT (PPA PAGE 8 OF 10)

Buyer’s Initials (__________)(__________) Seller’s Initials (__________)(__________)
28. **EQUAl HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.

29. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers’ compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

30. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.

31. **DEFINITIONS:** As used in this Agreement:

A. “Acceptance” means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party’s authorized agent in accordance with the terms of this offer or a final counter offer.

B. “Agreement” means this document and any incorporated addenda, counter offers and written terms Signed by all Parties collectively forming the binding agreement between the Parties. All terms and conditions of any addenda checked and Signed are incorporated into this Agreement.

C. “C.A.R. Form” means the most current version of the specific form referenced or another comparable form agreed to by the parties.

D. “Close Of Escrow” or “COE” means the date the grant deed, or other evidence of transfer of title, is recorded.

E. “Copy” means copy by any means including photocopy, NCR, facsimile and electronic.

F. “Days” means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.

G. “Days After” means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.

H. “Days Prior” means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.

I. “Deliver”, “Delivered” or “Delivery”, unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).

J. “Electronic Copy” or “Electronic Signature” means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.

K. “Law” means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.

L. “Repairs” means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.

M. “Representative” means the court-appointed representative, administrator, executor, executrix, conservator, Guardian, or other court-appointed representatives of a person or estate subject to the jurisdiction of a probate court.

N. “Signed” means either a handwritten or electronic signature on an original document, Copy or any counterpart.

32. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by ________, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by □ □ □ □ □ □ AM/□ □ □ □ □ PM, on _______ (date)).

☐ One or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Addendum (C.A.R. Form RCSA) for additional terms.

☐ Additional Signature Addendum attached (C.A.R. Form ASA). Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships.
33. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ (If checked) SELLER’S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED: ________________________________

Date SELLER ________________________________

(Print name) ________________________________ Date SELLER ________________________________

(Print name) ________________________________

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

(_____/______) (Do not initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer’s authorized agent on (date) at [AM/PM]. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer’s authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:
A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
B. Agency relationships are confirmed as stated in paragraph 2.
C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker’s proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) ________________________________ CalBRE Lic. # ________________________________
By ________________________________ Date _________________
Address ________________________________ City ________________________________ State _________________ Zip _________________
Phone ________________________________ Fax ________________________________ E-mail ________________________________

Real Estate Broker (Listing Firm) ________________________________ CalBRE Lic. # ________________________________
By ________________________________ Date _________________
Address ________________________________ City ________________________________ State _________________ Zip _________________
Phone ________________________________ Fax ________________________________ E-mail ________________________________

ESCROW HOLDER ACKNOWLEDGMENT:
Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of $ _____________________________), counter offer numbers ________________________________, and agrees to act as Escrow Holder subject to paragraph 23 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder’s general provisions.

Escrow Holder ________________________________ Escrow # ________________________________
By ________________________________ Date _________________
Address ________________________________
Phone/Fax/E-mail ________________________________
______________________________

☐ Department of Business Oversight, ☐ Department of Insurance, ☐ Bureau of Real Estate.

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on (date).

REJECTION OF OFFER: (_____) No counter offer is being made. This offer was rejected by Seller on (date).

Seller’s Initials ________________________________

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