



ADDENDUM No. 1
(C.A.R. Form ADM, Revised 6/25)



The following terms and conditions are hereby incorporated in and made a part of the Purchase agreement, OR Residential Lease or Month-to-Month Rental Agreement, Other _____, dated _____, on property known as 6425 Smoke Tree Rd, Phelan, CA 92371 ("Property/Premises"), between _____ ("Buyer/Tenant") and Laveen Cho So, Administrator ("Seller/Housing Provider"). The term "Housing Provider" also includes Landlord or Rental Property Owner. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

FORM USE NOTES: This form is intended to be used in Buyer-Seller or Tenant-Housing Provider transactions. For all other situations requiring an addendum, use an Addendum - Generic (C.A.R. form ADM-GEN).

- A change or addition to a previously provided Seller Property Questionnaire (SPQ), Real Estate Transfer Disclosure Statement (TDS), or other disclosure, may be made on an Amendment to Prior Disclosure (C.A.R. Form APD), and it may give the Buyer a right to rescind.
- To change the terms of already executed agreement, use the Amendment to Existing Agreement (C.A.R. form AEA).

1. This sale shall not be contingent upon the Buyer obtaining financing.
2. The property is being sold "as is" with no representations or warranties implied or expressed by Seller or Seller's agents and/or representatives.
3. Within 24 hours of Acceptance, Buyer shall provide Seller with a deposit equal to 10% of the Purchase Price by cashier's check or wire transfer.
4. Buyer acknowledges that this sale is subject to statutory notice and objection rights.
5. Structural pest control report and repairs are not conditions of this sale. Any repairs elected by Buyer shall be completed at Buyer's expense after Close of Escrow.
6. Buyer has completed all investigations of the Property and approves its condition. All Buyer contingencies under the Agreement are deemed waived and removed.
7. All retrofitting required prior to the Close of Escrow by any local ordinance or state law shall be at Buyer's expense.
8. Buyer shall be responsible for the removal of any personal property or debris ("junk") left on the premises after the Close of Escrow.
9. If Buyer elects to obtain a home warranty or protection plan, it shall be at Buyer's sole expense, with coverage and provider to be selected by Buyer.
10. The title company shall be Seller's choice. The escrow holder shall be Seller's Choice.
11. Notwithstanding anything to the contrary, Close of Escrow shall occur no later than thirty (30) days after Acceptance.
12. Time is of the essence. If Buyer fails to close escrow on time, Seller may, at Seller's sole discretion, either (a) petition the court to vacate the sale and seek damages, or (b) grant Buyer a written extension, provided Buyer pays a per diem fee directly to Seller. The extension must specify the number of days granted and be signed by all parties. The per diem fee shall be \$100 per day for the first 7 days and \$200 per day for each day thereafter. The total per diem must be paid in full at the time the extension is granted. If Buyer closes escrow before the extension period ends, Seller shall refund the unused portion of the per diem, calculated by full calendar days, directly to Buyer outside of escrow. Buyer acknowledges that no right to an extension is granted by this provision, and that granting an extension remains solely within Seller's discretion.

By signing below, Buyer and Seller acknowledge that each has received a copy of this Addendum, and each has read, understands, and agrees to its terms.

Buyer/Tenant _____ Date _____
 Buyer/Tenant _____ Date _____
 Seller/Housing Provider Laveen Cho So, Administrator Laveen Cho So, Administrator Date 2/17/2026
 Seller/Housing Provider _____ Date _____

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ADM REVISED 6/25 (PAGE 1 OF 1)



ADDENDUM (ADM PAGE 1 OF 1)



EXEMPT SELLER DISCLOSURE
Use by Sellers Who Are Exempt From Completing a TDS,
Or For Any Seller Who Does Not Provide a SPQ.
(C.A.R. Form ESD, Revised 6/23)



Seller makes the following disclosures with regard to the real property or manufactured home described as 6425 Smoke Tree Rd, situated in Phelan (City), San Bernardino (County), California, 92371 (Zip Code), Assessor's Parcel No. 3066-491-12-0000 ("Property").

- This property is a duplex, triplex or fourplex. An ESD is required for all units. This ESD is for all units (or only unit(s)).
1. A. 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").
B. Under Civil Code §§ 1101.4 and 1101.5, non-compliant plumbing fixtures in any single family or multi-family residential real property built before January 1, 1994 shall be replaced by the Property owner with water- conserving plumbing fixtures.
2. 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.
3. 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
B. An Order from a government health official identifying the Property as being contaminated by methamphetamine.
C. The release of an illegal controlled substance on or beneath the Property
D. Whether the Property is located in or adjacent to an "industrial use" zone
E. Whether the Property is affected by a nuisance created by an "industrial use" zone
F. Whether the Property is located within 1 mile of a former federal or state ordnance location
G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision
H. Insurance claims affecting the Property within the past 5 years
I. Matters affecting title of the Property
J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3
K. Any other material facts or defects affecting the Property, or material documents in Seller's possession affecting the Property, not otherwise disclosed to Buyer
Explanation, or (if checked) see attached; seller discloses that a death resulting from a criminal act occurred on the property in 2025

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 Signed by: Laveen Cho So, Administrator Laveen Cho So, Administrator Date 2/23/2026
Seller 56B3E16B71C944C Date

By signing below, Buyer acknowledges Buyer has received, read, and understands this Exempt Seller Disclosure form.

Buyer Date
Buyer Date

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ESD REVISED 6/23 (PAGE 1 OF 1)

EXEMPT SELLER DISCLOSURE (ESD PAGE 1 OF 1)



SQUARE FOOTAGE AND LOT SIZE ADVISORY AND DISCLOSURE

BERKSHIRE HATHAWAY | CALIFORNIA
HOMESERVICES | PROPERTIES

(C.A.R. Form SFLS, Revised 12/24)

Property Address: 6425 Smoke Tree Rd, Phelan, CA 92371 ("Property")

- DIFFERENT SOURCES OF SQUARE FOOTAGE MEASUREMENTS:** Measurements of structures vary from source to source and that data is often contradictory. There is no one "official" size source or a "standard" method of calculating exterior structural size, interior space or square footage. Buyer should not rely on any advertised or disclosed square footage measurements and should retain their own experts to measure, as applicable, structure size and square footage during their investigation period, if any. This is especially important if Buyer is using square footage to determine whether to purchase the Property or are using a price per square foot to determine purchase price. Price per square foot calculations are generally broad estimates only, which can vary greatly depending upon property location, type of property and amenities. Such calculations should not be relied upon by Buyer and the accuracy of any such figures should be independently verified by Buyer with their own experts including, but not limited to, a licensed appraiser.
- PROPERTY (LOT) SIZE, DIMENSIONS, CONFIGURATIONS, AND BOUNDARIES:** Fences, hedges, walls, retaining walls, and other barriers or markers may not correspond with any legally-defined property boundaries. Existing structures or amenities may not be located within the actual property boundaries or local setback requirements. If lot size, dimensions, property configurations, boundary lines, and locations of improvements are important to Buyer's decision to purchase or the price Buyer is willing to pay, then Buyer should independently investigate by retaining the services of a licensed surveyor, the only professional who can accurately determine lot dimensions, boundary locations and acreage for the Property.
- BROKER OBLIGATIONS:** Brokers and Agents do not have expertise in determining the exact square footage and lot size. Broker has not and will not verify the accuracy of any numerical statements regarding square footage, room dimensions, or lot size, or the location of boundaries.
- DISCLOSURE OF MEASUREMENTS AND SOURCES:** Square footage and/or lot size numbers inserted into the spaces below, if any, were taken from the referenced source and may be approximations only. Other measurement sizes may exist from other sources.

Source of Information	Sq. Footage	Lot Size	Additional Information	If checked, report attached
Public Record	923	5 AC.	Property Profile	<input type="checkbox"/>
Multiple Listing Service				<input type="checkbox"/>
Seller			Measurement comes from the following source:	<input type="checkbox"/>
Appraisal #1				<input type="checkbox"/>
Appraisal #2				<input type="checkbox"/>
Condominium Map/Plan				<input type="checkbox"/>
Architectural Drawings				<input type="checkbox"/>
Floor Plan/Drawings				<input type="checkbox"/>
Survey				<input type="checkbox"/>
Other				<input type="checkbox"/>
Other				<input type="checkbox"/>

By signing below, Seller: (i) represents that Seller is not aware of any other measurements of the Property; and (ii) acknowledges that Seller has read, understands, and received a Copy of this Square Footage and Lot Size Advisory and Disclosure. Seller is encouraged to read it carefully.

Seller Laveen Cho So, Administrator Signed by:
Laveen Cho So, Administrator
56B3E16B71C944C... Date 2/17/2026

Seller _____ Date _____

By signing below, Buyer acknowledges that Buyer has read, understands, and received a Copy of this Square Footage and Lot Size Advisory and Disclosure. Buyer is encouraged to read it carefully. IF NO INFORMATION IS PROVIDED AND/OR ANY OF THESE MEASUREMENTS ARE MATERIAL TO BUYER, BUYER IS STRONGLY ADVISED TO INVESTIGATE THE VALIDITY, ACCURACY, OR EXISTENCE OF ANY MEASUREMENTS PROVIDED HEREIN OR OTHERWISE. IF BUYER DOES NOT DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS AND AGENTS.

Buyer _____ Date _____

Buyer _____ Date _____

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SFLS REVISED 12/24 (PAGE 1 OF 1)

SQUARE FOOTAGE AND LOT SIZE ADVISORY AND DISCLOSURE (SFLS PAGE 1 OF 1)



PROBATE ADVISORY
Properties sold under authority of the Probate Code
(Can include conservatorships, guardianships, and receiverships)
 (C.A.R. Form PA, Reviewed 6/25)

BERKSHIRE HATHAWAY | CALIFORNIA
 HOMESERVICES | PROPERTIES

The sale of the Property described as pursuant to Probate Agreement Purchase Addendum (C.A.R. Form PA-PA) or Probate Listing Addendum (C.A.R. Form PLA), is made under authority of the California Probate Code. The Seller is not the title owner, but instead is a representative of a probate estate, conservatorship, guardianship, or receivership. The sale may require a court order. Many obligations imposed upon sellers, particularly sellers of real property containing one-to-four dwelling units, may not be applicable to the sale of this property. However, even though the seller is exempt from many obligations, the seller must still comply with many others. Further, any real estate licensee representing Buyer or Seller in the transaction may have duties independent of the principals. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the attached agreement.

EXEMPTIONS:

1. **TDS, NHD, Mello-Roos:** Seller is exempt from providing Buyer with the Real Estate Transfer Disclosure Statement (TDS), Natural Hazard Disclosure Statement (NHD), and a Mello-Roos district lien disclosure, pursuant to California Civil Code either for "transfers pursuant to court order" or for "transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust."
2. **EARTHQUAKE GUIDES:** Seller is exempt from providing either a Homeowner's or Commercial Property Owner's Guide to Earthquake Safety.
3. **SMOKE ALARM WRITTEN STATEMENT OF COMPLIANCE:** The sale is exempt from the State requirements that, for residential one to four units, a written statement of compliance be provided to Buyer.
4. **EXEMPT SELLER DISCLOSURE:** Even exempt Sellers have statutory or contractual obligations to make certain disclosures and may, or are required by contract to, use an Exempt Seller Disclosure (C.A.R. Form ESD) and is strongly encouraged to do so.

REQUIREMENTS:

1. **KNOWN MATERIAL FACT DISCLOSURES:** Seller is not exempt from common law and statutory duties concerning fraud and deceit, even though the specific TDS form is not required to be completed. Seller remains obligated to disclose known material facts affecting the value and desirability of the property.
2. **HAZARD ZONES:** Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States Code, even though, pursuant to the Civil Code, the specific NHD form is not required to be completed.
3. **SMOKE ALARMS:** The sale is not exempt from the State requirements that, for residential one to four units, operable smoke alarms (smoke detectors) be in place. It is negotiable between Buyer and Seller who is to pay for the cost of compliance.
4. **WATER HEATERS:** The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped. Seller may use Water Heater Statement of Compliance (C.A.R. Form WHS).
5. **LEAD-BASED PAINT:** The Seller is not exempt from the federal obligation to (i) disclose known lead-based paint and lead-based paint hazards, (ii) provide Buyer copies of reports or studies covering lead-based paint and hazards on the property, (iii) provide Buyer with the pamphlet "Protect Your Family From Lead In Your Home," and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978.
6. **CARBON MONOXIDE DEVICES:** The sale is not exempt from the State requirements that for all dwelling units, the owner must install a carbon monoxide device approved and listed by the State Fire Marshall in the dwelling unit if the dwelling unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage.
7. **MEGAN'S LAW DATA BASE DISCLOSURE:** The sale is not exempt from the requirement that residential sales contracts contain a notice regarding the availability of information about registered sex offenders.
8. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agent does not have expertise in this area.)
9. **TAX WITHHOLDING:** The sale is not exempt from the obligation of the buyer to withhold a portion of the purchase price under federal law if the transferor is a "foreign person" or under state law if the transferor had a last known street address outside of California. Federal: For federal purposes, a non-resident alien includes a fiduciary. An administrator or executor of an estate is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. State: If the decedent was a California resident at the time of death, the estate is treated as a California resident regardless of the residency of the executor or administrator.

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PA REVIEWED 6/25 (PAGE 1 OF 2)

PROBATE ADVISORY (PA PAGE 1 OF 2)



Property Address: **6425 Smoke Tree Rd, Phelan, CA 92371**

Date: _____

OTHER CONSIDERATIONS:

- 1. **LOCAL LAW:** Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, or installation of smoke detectors). Local law should be consulted to determine if sales made under the authority of the California Probate Code are exempt from such requirements.
- 2. **DEATH:** If the Property is being sold under authority of the Probate Code because of the death of an owner of the Property and if Buyer has concerns about the manner, location or details of the death, then Buyer should direct any specific questions to the executor or administrator of the estate.
- 3. **STOCK COOPERATIVES:** If the Property is part of a stock cooperative (Co-op), Buyer may be required to seek approval of the Board or Owner's Association of the Co-op prior to transfer of title. If this is not a contingency of the sale, failure of Buyer to gain approval of the Co-op board will not provide grounds for cancellation or rescission of the sale.

4. COURT JURISDICTION AND AUTHORITY:

A. COURT CONFIRMATION/INDEPENDENT AUTHORITY:

The representative of a decedent's estate may receive authority to sell the Property under the Independent Administration of Estates Act (IAEA). In order to do so, the representative must first petition the Probate Court. The Petition may be made at the time the representative is approved or any other time. Notice of the Petition is given to heirs, devisees, executors and other interested persons, any of whom may object.

If IAEA authority is granted it may be full or limited. If only limited authority has been granted, the sale must be confirmed by the court. If full authority has been granted, the representative must first give a notice of the proposed sale to the devisees and heirs of the decedent and other interested parties. If no objection is received, the sale may proceed. If any noticed person objects, the sale may require court confirmation. Note: A representative with full authority has the option of proceeding to court for confirmation even if not required to do so under the Probate Code.

B. LIQUIDATED DAMAGES: Probate courts are not bound by independent agreements to liquidate damages and limit the applicability of a buyer's deposit if buyer defaults. Liquidated damage clauses shall be excluded by the Parties' agreement (C.A.R. Form PA-PA).

C. MEDIATION: Probate courts have jurisdiction over the resolution of disputes arising out of the probate process. Mediation shall be excluded by the Parties' agreement (C.A.R. Form PA-PA).

D. ARBITRATION OF DISPUTES: Probate courts have jurisdiction over the resolution of disputes arising out of the probate process. Arbitration clauses shall be excluded by the Parties' agreement (C.A.R. Form PA-PA).

BROKERS:

- 1. **INSPECTION:** The sale is not exempt from the Broker's obligation to conduct a reasonably competent and diligent visual inspection of the accessible areas of the property and disclose to Buyer material facts revealed by such an inspection in the sale of residential property containing one-to-four dwelling units. Brokers may do so on C.A.R. Form AVID.
- 2. **AGENCY:** The sale is not exempt from the obligation to provide agency relationship disclosure and confirmation forms in the sale of residential property containing one-to-four dwelling units.

By signing below, Buyer and Seller acknowledge that each has received a copy of this Probate Advisory, and each has read and understands to its terms.

Buyer	_____	Date	_____
Buyer	_____	Date	_____
Seller	<i>Laveen Cho So, Administrator</i>	Laveen Cho So, Administrator	Date 2/17/2026
Seller	56B3E16B71C944C...		Date _____

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PROBATE AGREEMENT PURCHASE ADDENDUM

(C.A.R. Form PA-PA, Revised 7/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR [] Other ("Agreement"), dated _____, on property known as 6425 Smoke Tree Rd, Phelan, CA 92371 ("Property"), in which Laveen Cho So, Administrator is referred to as ("Seller") and _____ is referred to as ("Buyer").

Buyer and Seller are referred to as the "Parties."

1. TYPE OF PROBATE:

- A. The Property is part of a probate decedent's estate OR [] conservatorship, [] guardianship, [] receivership [] other _____
B. If property is being sold as part of a decedent's estate, paragraph 3A applies unless 3B is checked.
C. If the property is being sold through a conservatorship, guardianship, or receivership, then court confirmation is required, and the sale shall proceed under paragraph 3B.
D. If the type of probate is incorrectly identified in paragraph 1A, Seller shall inform Buyer of the correct type of probate sale no later than the time for Seller Disclosures in the Agreement.

2. The Probate Advisory (C.A.R. form PA) is hereby incorporated.

3. COURT CONFIRMATION (Check the option below that applies):

A. Court Confirmation Undetermined at time of offer:

- (1) Seller shall Deliver written notice to Buyer, at time of [] Acceptance or [] within the time for Seller Delivery of Documents in the Time Period paragraph in the Agreement if court confirmation is or is not required
(2) If court confirmation is not initially required, notice of the terms of sale to beneficiaries/heirs is still necessary. If any beneficiary/heir objects, then court confirmation shall be required. Seller shall promptly Deliver written notice to Buyer once Seller has notice of any objection by a beneficiary/heir.
(3) If, after the offer is made, Seller notifies Buyer that court confirmation is required, or court confirmation becomes required as a result of an objection to terms of sale by a beneficiary/heir, then Buyer, within 3 Days after Delivery of Seller's notice, may cancel the Agreement and shall be entitled to return of any deposit paid.
(4) If court confirmation is or becomes required, and Buyer has not cancelled pursuant to paragraph 3A(3), then the sale shall proceed under paragraph 3B. [] Obtaining a court confirmation hearing date within 60 (or _____) Days after Acceptance, is a contingency of the Agreement in favor of Buyer.

- B. [] Court Confirmation Required: The sale is contingent upon court confirmation, which is a court hearing that allows for open, competitive bidding for the Property. The minimum overbid price shall be an amount equal to the accepted purchase price, plus five percent of that amount, plus \$500. The court shall determine any further incremental overbidding amounts. See paragraph 4 for terms of court confirmation of the sale. [] Obtaining a court confirmation hearing date within 60 (or _____) Days after Acceptance, is a contingency of the Agreement in favor of Buyer.

4. WHEN COURT CONFIRMATION IS REQUIRED: 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 15 (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. 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 or other reason that is not a breach by Buyer, 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, and escrow shall close, within 10 (or _____) Days from receipt of such Order by Escrow Holder or Buyer. Seller shall not be obligated to sign escrow instructions or incur any escrow costs prior to court confirmation.

- A. 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.

- B. 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. NOTE: Local probate court rules may require that all contingencies be removed before a petition for confirmation can be filed.

- [] Loan Contingency
[] Appraisal Contingency
[] Lead-Based Paint Hazard Disclosures
[] Natural and Environmental Disclosures
[] Condominium/Planned Unit Development Disclosures
[] Buyer's Investigation of Property
[] Review of Preliminary (Title) Report



- 5. **VESTING:** Buyer intends to take title as follows: _____
 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. THE MANNER OF TAKING TITLE MAY HAVE SERIOUS LEGAL AND TAX CONSEQUENCES. BUYER IS ADVISED TO CONSULT WITH AN APPROPRIATE PROFESSIONAL.
- 6. **DISPUTE RESOLUTION:** Even if initialed in the body of the Agreement, the paragraphs for Liquidated Damages, Mediation, and Arbitration are deleted from the Agreement due to the probate court having jurisdiction over the resolution of disputes and the damages awarded. If the property is under Independent Administration of Estates Act (IAEA) and the Parties are attempting to modify the Agreement to include any of these provisions, the Parties are advised to seek the counsel of a qualified California probate attorney before adding any such provision.
- 7. **OTHER TERMS:** _____

By signing below Buyer and Seller acknowledge that each has read, understands, has received a copy of, and agrees to the terms of this Probate Agreement Purchase Addendum.

Buyer _____ Date _____

Buyer _____ Date _____

Seller ^{Signed by:} Laveen Cho So, Administrator Date 2/17/2026
Laveen Cho So, Administrator

Seller _____ Date _____

REAL ESTATE BROKERS: If court confirmation of the sale is required:

- A. **COMMISSION IN EVENT OF AN OVERBID REPRESENTED BY ANOTHER BROKER:** The Buyer's Broker identified in the Agreement agrees to waive all commission rights in the event of a successful overbid in court by a different buyer represented by another Broker.
- B. **COMMISSION IF OFFER CONFIRMED BY COURT:** Seller's broker and buyer's broker agree that each will be paid according to the terms of the compensation agreement that each has with their own principal, and as may be modified by the terms of the confirmed purchase agreement.
- C. **THE COURT WILL DETERMINE THE COMMISSION AMOUNT:** Whether Buyer's offer is confirmed, overbid or Buyer submits a bid which is confirmed, the court approving the sale of the property will determine the compensation to be paid to Seller's Broker and Buyer's Broker. Commissions awarded vary from county to county. Commissions are payable by Seller only if the sale closes. Seller is not liable for a commission to any broker or associate licensee who is directly or indirectly a purchaser of the Property or has an interest in the purchaser.

By signing below Buyer's Broker and Seller's Broker acknowledge that each has read, understands, has received a copy of, and agrees to the terms of the Real Estate Broker section of this Probate Agreement Purchase Addendum.

Buyer's Brokerage Firm: _____
 By _____ Date _____

Seller's Brokerage Firm: **Berkshire Hathaway HomeServices**
 By Matias Baker Masucci **Matias Baker Masucci** Date 2/17/2026
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PROBATE ADVISORY
Properties sold under authority of the Probate Code
(Can include conservatorships, guardianships, and receiverships)
(C.A.R. Form PA, Reviewed 6/25)

**BERKSHIRE
HATHAWAY** | CALIFORNIA
HOMESERVICES | PROPERTIES

The sale of the Property described as pursuant to Probate Agreement Purchase Addendum (C.A.R. Form PA-PA) or Probate Listing Addendum (C.A.R. Form PLA), is made under authority of the California Probate Code. The Seller is not the title owner, but instead is a representative of a probate estate, conservatorship, guardianship, or receivership. The sale may require a court order. Many obligations imposed upon sellers, particularly sellers of real property containing one-to-four dwelling units, may not be applicable to the sale of this property. However, even though the seller is exempt from many obligations, the seller must still comply with many others. Further, any real estate licensee representing Buyer or Seller in the transaction may have duties independent of the principals. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the attached agreement.

EXEMPTIONS:

1. **TDS, NHD, Mello-Roos:** Seller is exempt from providing Buyer with the Real Estate Transfer Disclosure Statement (TDS), Natural Hazard Disclosure Statement (NHD), and a Mello-Roos district lien disclosure, pursuant to California Civil Code either for "transfers pursuant to court order" or for "transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust."
2. **EARTHQUAKE GUIDES:** Seller is exempt from providing either a Homeowner's or Commercial Property Owner's Guide to Earthquake Safety.
3. **SMOKE ALARM WRITTEN STATEMENT OF COMPLIANCE:** The sale is exempt from the State requirements that, for residential one to four units, a written statement of compliance be provided to Buyer.
4. **EXEMPT SELLER DISCLOSURE:** Even exempt Sellers have statutory or contractual obligations to make certain disclosures and may, or are required by contract to, use an Exempt Seller Disclosure (C.A.R. Form ESD) and is strongly encouraged to do so.

REQUIREMENTS:

1. **KNOWN MATERIAL FACT DISCLOSURES:** Seller is not exempt from common law and statutory duties concerning fraud and deceit, even though the specific TDS form is not required to be completed. Seller remains obligated to disclose known material facts affecting the value and desirability of the property.
2. **HAZARD ZONES:** Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States Code, even though, pursuant to the Civil Code, the specific NHD form is not required to be completed.
3. **SMOKE ALARMS:** The sale is not exempt from the State requirements that, for residential one to four units, operable smoke alarms (smoke detectors) be in place. It is negotiable between Buyer and Seller who is to pay for the cost of compliance.
4. **WATER HEATERS:** The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped. Seller may use Water Heater Statement of Compliance (C.A.R. Form WHS).
5. **LEAD-BASED PAINT:** The Seller is not exempt from the federal obligation to (i) disclose known lead-based paint and lead-based paint hazards, (ii) provide Buyer copies of reports or studies covering lead-based paint and hazards on the property, (iii) provide Buyer with the pamphlet "Protect Your Family From Lead In Your Home," and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978.
6. **CARBON MONOXIDE DEVICES:** The sale is not exempt from the State requirements that for all dwelling units, the owner must install a carbon monoxide device approved and listed by the State Fire Marshall in the dwelling unit if the dwelling unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage.
7. **MEGAN'S LAW DATA BASE DISCLOSURE:** The sale is not exempt from the requirement that residential sales contracts contain a notice regarding the availability of information about registered sex offenders.
8. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agent does not have expertise in this area.)
9. **TAX WITHHOLDING:** The sale is not exempt from the obligation of the buyer to withhold a portion of the purchase price under federal law if the transferor is a "foreign person" or under state law if the transferor had a last known street address outside of California. Federal: For federal purposes, a non-resident alien includes a fiduciary. An administrator or executor of an estate is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. State: If the decedent was a California resident at the time of death, the estate is treated as a California resident regardless of the residency of the executor or administrator.

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PA REVIEWED 6/25 (PAGE 1 OF 2)

PROBATE ADVISORY (PA PAGE 1 OF 2)

Property Address: **6425 Smoke Tree Rd, Phelan, CA 92371**

Date: _____

OTHER CONSIDERATIONS:

1. **LOCAL LAW:** Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, or installation of smoke detectors). Local law should be consulted to determine if sales made under the authority of the California Probate Code are exempt from such requirements.
2. **DEATH:** If the Property is being sold under authority of the Probate Code because of the death of an owner of the Property and if Buyer has concerns about the manner, location or details of the death, then Buyer should direct any specific questions to the executor or administrator of the estate.
3. **STOCK COOPERATIVES:** If the Property is part of a stock cooperative (Co-op), Buyer may be required to seek approval of the Board or Owner's Association of the Co-op prior to transfer of title. If this is not a contingency of the sale, failure of Buyer to gain approval of the Co-op board will not provide grounds for cancellation or rescission of the sale.
4. **COURT JURISDICTION AND AUTHORITY:**
 - A. **COURT CONFIRMATION/INDEPENDENT AUTHORITY:**
 The representative of a decedent's estate may receive authority to sell the Property under the Independent Administration of Estates Act (IAEA). In order to do so, the representative must first petition the Probate Court. The Petition may be made at the time the representative is approved or any other time. Notice of the Petition is given to heirs, devisees, executors and other interested persons, any of whom may object.

 If IAEA authority is granted it may be full or limited. If only limited authority has been granted, the sale must be confirmed by the court. If full authority has been granted, the representative must first give a notice of the proposed sale to the devisees and heirs of the decedent and other interested parties. If no objection is received, the sale may proceed. If any noticed person objects, the sale may require court confirmation. Note: A representative with full authority has the option of proceeding to court for confirmation even if not required to do so under the Probate Code.
 - B. **LIQUIDATED DAMAGES:** Probate courts are not bound by independent agreements to liquidate damages and limit the applicability of a buyer's deposit if buyer defaults. Liquidated damage clauses shall be excluded by the Parties' agreement (C.A.R. Form PA-PA).
 - C. **MEDIATION:** Probate courts have jurisdiction over the resolution of disputes arising out of the probate process. Mediation shall be excluded by the Parties' agreement (C.A.R. Form PA-PA).
 - D. **ARBITRATION OF DISPUTES:** Probate courts have jurisdiction over the resolution of disputes arising out of the probate process. Arbitration clauses shall be excluded by the Parties' agreement (C.A.R. Form PA-PA).

BROKERS:

1. **INSPECTION:** The sale is not exempt from the Broker's obligation to conduct a reasonably competent and diligent visual inspection of the accessible areas of the property and disclose to Buyer material facts revealed by such an inspection in the sale of residential property containing one-to-four dwelling units. Brokers may do so on C.A.R. Form AVID.
2. **AGENCY:** The sale is not exempt from the obligation to provide agency relationship disclosure and confirmation forms in the sale of residential property containing one-to-four dwelling units.

By signing below, Buyer and Seller acknowledge that each has received a copy of this Probate Advisory, and each has read and understands to its terms.

Buyer	_____	Date	_____
Buyer	_____	Date	_____
Seller	<u>Signed by:</u> <i>Laveen Cho So, Administrator</i>	Laveen Cho So, Administrator	Date <u>2/17/2026</u>
Seller	<small>56B3E16B71C944C...</small>	_____	Date _____

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BUYER INVESTIGATION WAIVER

(This form is intended for use between a buyer and buyer's broker.)
(C.A.R. Form BIW, Revised 6/25)

Property Address: 6425 Smoke Tree Rd, Phelan, CA 92371 ("Property").

This form does not alter the legal or contractual relationship between a buyer and seller.

- 1. **IMPORTANCE OF PROPERTY INVESTIGATION:** Unless otherwise specified in the purchase agreement used, the physical condition of the land and any improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, (i) you should conduct thorough inspections, investigations, tests, surveys and other studies ("Investigations") of the Property personally and with professionals of your own choosing who should provide written reports of their findings and recommendations, and (ii) you should not rely solely on reports provided by Seller or others. A general physical (home) inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If any professional recommends additional Investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional Investigations.
- 2. **BUYER RIGHTS AND DUTIES:** You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and to investigate and verify information and facts that you know or that are within your diligent attention and observation. If the purchase agreement gives you the right to investigate the Property the best way to protect yourself is to exercise this right. However, you must do so in accordance with the terms of, and time specified in, that agreement. It is extremely important for you to read all written reports/disclosures provided by professionals and to discuss the results of Investigations with the professionals who conducted the Investigations.
- 3. **WAIVERS:**
 - A. **HOME INSPECTION WAIVER:** Broker recommends that Buyer obtain a home inspection, **even if Seller or Broker has provided Buyer with a copy of a home inspection report obtained by Seller or a previous buyer. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
 _____ / _____ Buyer has decided not to obtain a general home inspection at this time. Unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain a general home inspection.
 - B. **WOOD DESTROYING PEST INSPECTION WAIVER:** Broker recommends that Buyer obtain an inspection for wood destroying pests and organisms (whether paid for by Buyer or Seller). **IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
 _____ / _____ Buyer has decided not to obtain an inspection for wood destroying pests and organisms at this time. Unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain an inspection for wood destroying pests and organisms.
 - C. **OTHER:** Broker recommends that Buyer obtain an inspection for the following items: _____

IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

_____ / _____ Buyer has decided not to obtain the inspection(s) noted above at this time. Unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain such inspection(s).

- 4. **WAIVERS OF ADDITIONAL INVESTIGATIONS RECOMMENDED BY OTHER REPORTS:**
 - A. Buyer has received the following Report(s) that recommend that Buyer obtain additional Investigations:
 - General Home Inspection Report, prepared by _____ dated _____
 - Wood Destroying Pest and Organism Report, prepared by _____ dated _____
 - Other Inspection Report, prepared by _____ dated _____
 - Other Inspection Report, prepared by _____ dated _____
 - Other Inspection Report, prepared by _____ dated _____
 - B. Broker recommends that Buyer obtain those additional Investigations. **IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
 _____ / _____ Buyer has decided not to obtain any of the additional inspections, investigations, or reports at this time and, unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain such additional inspections, investigations, or reports.

Buyer represents and agrees that Buyer has independently considered the above, and all other Investigation options, has read all written reports provided by professionals and discussed the results with the professional who conducted the Investigation. Buyer further agrees that unless Buyer makes a subsequent election in writing during Buyer's Investigation period, if any, Buyer waives the right to conduct the Investigation(s) above.

Buyer _____ Date _____
Buyer _____ Date _____

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BIW Revised 6/25 (PAGE 1 OF 1)



BUYER INVESTIGATION WAIVER (BIW PAGE 1 OF 1)



BUYER CONTINGENCY REMOVAL No. 1 (C.A.R. Form CR-B, Revised 6/24)



In accordance with the terms and conditions of the Purchase Agreement, OR [] Request For Repair (C.A.R. Form RR), [] Response And Reply To Request For Repair (C.A.R. Form RRRR), [] Other _____

dated _____, ("Agreement"), on property known as 6425 Smoke Tree Rd, Phelan, CA 92371 ("Property"), between _____ ("Buyer") and Laveen Cho So, Administrator ("Seller").

Buyer and Seller are referred to as the "Parties."

1. BUYER REMOVAL OF BUYER CONTINGENCIES: With respect to any contingency and cancellation right that Buyer removes, unless Otherwise Agreed in a separate written agreement between Buyer and Seller, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations and review of reports and other applicable information and disclosures; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and, expense, if any, for Repairs, corrections, or for the inability to obtain financing. Waiver of statutory disclosures is prohibited by law.

2. Buyer removes ONLY the following individually checked Buyer contingencies: (Paragraph numbers refer to C.A.R. Form RPA. Applicable paragraph numbers may be different for different forms.)

- A. [] Loan (Paragraph 3L(1) and 8A)
B. [] Appraisal (Paragraph 3L(2) and 8B)
C. [] Investigation of Property (Paragraph 3L(3), 8C, and 12)
(1) [] Entire Buyer's Investigation Contingency (Paragraph 12)
OR (2) [] Only the part of the Investigation related to inspections concerning physical attributes of the Property (Paragraph 12B(1))
OR (3) [] All Buyer Investigations other than the physical attributes (Paragraph 12B(2))
OR (4) [] Entire Buyer's Investigation Contingency, EXCEPT: [] Other: _____
D. [] Insurance (paragraph 3L(4) and 8D)
E. Review of Seller Documents:
(1) [] Review of All Seller Documents (Paragraph 3L(5), 8E, 9B(6), 10A, and 11)
OR (2) [] Review of All Seller Documents, EXCEPT:
[] Government Reports (Paragraph 10A);
[] Statutory and other Disclosures (Paragraph 11);
[] Other: _____
F. [] Preliminary ("Title") Report (Paragraph 3L(6), 8F, and 13)
G. [] Common Interest (HOA or OA) Disclosures (Paragraph 3L(7), 8G and 11L)
H. [] Review of leased or liened items (Paragraph 3L(8), 8H, and 9B(6))
I. Sale of Buyer's Property (Paragraph 3L(9) and 8K)
[] Entering into contract for Buyer's Property [] Close of Escrow on Buyer's Property

J. [] Other: _____
OR 3. [] ALL Buyer contingencies are removed, EXCEPT:
[] Loan Contingency (Paragraph 3L(1) and 8A);
[] Appraisal Contingency (Paragraph 3L(2) and 8B);
[] Insurance (Paragraph 3L(4) and 8D)
[] Contingency for the Close of Buyer's Property (Paragraph 3L(9) and 8K);
[] Condominium/Planned Development (HOA) Disclosures (Paragraph 3L(7), 8G and 11L);
[] Other: _____

OR 4. [X] BUYER HEREBY REMOVES ANY AND ALL BUYER CONTINGENCIES.

5. Once all contingencies are removed, whether or not Buyer has satisfied themselves regarding all contingencies or received any information relating to those contingencies, Buyer may not be entitled to a return of Buyer's deposit if Buyer does not close escrow. This could happen even if, for example, Buyer does not approve of some aspect of the Property or lender does not approve Buyer's loan.

NOTE: If this form is attached to a Request for Repairs (C.A.R. Form RR), Seller Response and Buyer Reply to Request for Repairs (C.A.R. Form RRRR), or another form or document such as an addendum (C.A.R. Form ADM) or Amendment to Existing Agreement (C.A.R. Form AEA) it is only valid if Buyer and Seller agree to the requests made on that form or document.

Buyer _____ Date _____
Buyer _____ Date _____

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