



ADDITIONAL TERMS & OFFER INSTRUCTIONS - COURT-SUPERVISED TRUST SALE

1. All offers to be submitted on C.A.R. Residential Purchase Agreement (RPA) form with Trust Advisory attached.
2. Escrow shall close 10 days after escrow's receipt of the Order Confirming Sale.
3. The property is being sold "as is" with no representations or warranties implied or expressed made by Seller or Seller's agents and/or representatives.
4. Offer shall provide exact vesting of Buyer in offer; Buyer may not stipulate "assignees" or "to be determined" in Escrow.
5. Seller to select all services.
4. Buyer will be responsible for repairs (if any).
5. Buyer will be responsible for the pest control report and/or repairs (if any).
6. Seller to be responsible for smoke detectors, carbon monoxide detectors and water heater strapping prior to the close of escrow. Buyer to be responsible for any other retrofitting costs and/or completion of work after the close of escrow.
7. Buyer will be responsible for cost/coverage of home protection plan (if Buyer elects).
8. Buyer deposit to be 10% of the purchase price and is to be submitted within one (1) business day of acceptance.
9. All offers must be accompanied by verification of 10% deposit.
10. Buyer deposit to be held by either: "Seller" or "Seller's Attorney" via a trust account.
11. County and city transfer taxes and fees shall be paid one-half by Buyer and one-half by Seller.
12. Buyer to attach a removal of all contingencies form with offer.
13. If the offer will be submitted by an entity, please provide appropriate documentation.
 - a. If LLC:
 - i. Operating Agreement, Articles of Organization, and Tax ID #.
 - b. If Trust:
 - i. A complete copy of the trust (or at least a notarized trust certificate)
 - c. If Partnership:
 - i. Partnership Agreement and Tax ID #

STREET	5500 HOLLYWOOD BLVD., SUITE 211.	STREET	301 E. OCEAN AVE.,	PHONE	(855) 655-5544
CITY/STATE	LOS ANGELES, CA	CITY/STATE	LONG BEACH, CA 90802	FAX	(323) 784-2882



- d. If Corporation:
- i. Articles of Incorporation, Bylaws, certificate of good standing, and Tax ID#
14. Broker's commission, which shall be based on the FINAL court confirmed sales price, shall split one half to the listing agent and one half to the selling agent.
15. Court Confirmation is required as a part of this Trust Sale.
- a. 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 any further incremental overbidding amounts.
 - b. 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 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.
 - c. 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.
 - d. 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 Days from receipt of such Order by Escrow Holder or Buyer.
 - e. 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

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from this transaction and receive a refund of Buyer's deposit, less applicable costs.

- f. 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.
- g. Seller may remove the Property from the court calendar if Buyer has not removed all contingencies at least 10 days prior to the court confirmation hearing date.

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