



PROBATE AGREEMENT PURCHASE ADDENDUM

(C.A.R. Form PA-PA, Revised 12/21)

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 195 Gallery Way, Tustin, CA 92782-1112 ("Property"), in which Steven C. McClain, Executor is referred to as ("Seller") and [] is referred to as ("Buyer"). Buyer and Seller are referred to as the "Parties."

- 1. The Property is part of a probate decedent's estate OR [] conservatorship, [] guardianship, [] receivership.
2. The Probate Advisory (C.A.R. form PA) is hereby incorporated.
3. DETERMINATION OF TYPE OF PROBATE AND COURT CONFIRMATION (Check the option below that applies):
A. Type of Probate: If the type of probate is incorrectly identified in paragraph 1, Seller shall inform Buyer of the correct type of probate sale no later than the time for Seller Disclosures in the Agreement.
(1) If the Property is being sold as part of a decedent's estate, paragraph 3B(1) applies unless 3B(2) is checked.
(2) 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(2).
B. (1) Court Confirmation Undetermined at time of offer: Seller shall inform Buyer at time of [X] Acceptance or [] within the time for Seller Delivery of Documents in the Time Period paragraph in the Agreement if court confirmation is required.
(2) [] Court Confirmation Required: The sale is contingent upon court confirmation.
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.
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.
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.
[] 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

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Buyer's Initials [] / [] Seller's Initials [] / []



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5. 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:

Paragraph Name	Form Code and Paragraph #
Liquidated Damages	RPA-29; CPA-36; RIPA-36; VLPA-36; Other _____
Mediation	RPA-30; CPA-37; RIPA-37; VLPA-37; Other _____
Arbitration of Disputes	RPA-31; CPA-38; RIPA-38; VLPA-38; Other _____
Other: _____	

6. OTHER TERMS: *Property is being sold 'as-is' no repairs or credits for repairs, including termite.*
- _____
- _____
- _____

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 _____ Date _____

Steven C. McClain, Executor

Seller _____ Date _____

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