

RESIDENTIAL LISTING AGREEMENT

(Exclusive Authorization and Right to Sell) (C.A.R. Form RLA, Revised 11/13)

1.	EXCLUSIVE RIGHT TO SELL:	Kara Varian Baker, Lee Smith California Outdoor Properties	("Seller")			
	hereby employs and grants	California Outdoor Properties and ending at 11:59 P.M. on (date) January 31, 2018	("Broker")			
	beginning (date) July 30, 2015	and ending at 11:59 P.M. on (date) January 31, 2016	(Listing Period)			
	Country of Clare	or exchange the real property in the City of Near Or , Assessor's Parcel No. 027-250-0	101 027, 240,002			
	California, described as: Home	on land and adjacent vacant parcel at 5975 Co.Rd. 7, Orland	("Property").			
2		nless otherwise specified in a real estate purchase agreement, all				
die	are attached to the Property are included	, and personal property items are excluded, from the purchase price	A.			
	ADDITIONAL ITEMS EXCLUDED:	and personal property norms are envisions, norm and pervision prins	Mr.1			
	ADDITIONAL ITEMS INCLUDED:					
	Seller intends that the above items be ex	cluded or included in offering the Property for sale, but understand	ds that: (i) the purchase			
		ressed above and will ultimately determine which items are exclu-				
		and does not guarantee that the above exclusions and/or inclusions				
	agreement.					
3.	LISTING PRICE AND TERMS:					
	A. The listing price shall be: Three Hun	dred Ninety-Seven Thousand, Five Hundred				
		Dollars (\$ 397,500.00				
	B. Additional Terms: Both parcels are	to be sold and closed together as a package.	Marine - Brown and a service of the control of the			
A	COMPENSATION TO BROKER:		epide (Augus Berger Verich sentrem erweiterberger Vertrem aus erweiter fest, Wilsel Werty, W			
40.		al estate commissions is not fixed by law. They are	set by each Broker			
	individually and may be negotic	able between Seller and Broker (real estate comm	sissions include all			
	compensation and fees to Broker).	was made and an				
	A. Seller agrees to pay to Broker as con	npensation for services irrespective of agency relationship(s), either	er X 6.000 percent			
	of the listing price (or if a purchase a	greement is entered into, of the purchase price), or []\$				
	AND		, as follows:			
		ny extension, Broker, cooperating broker, Seller or any other pe				
	willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Seller, provided the					
	Buyer completes the transaction or is prevented from doing so by Seller. (Broker is entitled to compensation whether any					
	escrow resulting from such offer cl	oses during or after the expiration of the Listing Period, or any exte	nsion.)			
	OR (2) If within 120 calendar days	(a) after the end of the Listing Period or any extension; or (b) after	any cancellation of this			
	Agreement, unless otherwise agreed, Seller enters into a contract to sell, convey, lease or otherwise transfer the Property to					
	anyone ("Prospective Buyer") or that person's related entity: (i) who physically entered and was shown the Property during the Listing Period or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker					
	the Listing Period or any extensi	ten offer to acquire, lease, exchange or obtain an option on the Pri	any cooperating bloker			
	supmitted to Seller a signed, while	r under paragraph 4A(2) unless, not later than 3 calendar days after	operty. Screet, nowever, or the end of the Listing			
	Dariad or any extension or cance	lation, Broker has given Seller a written notice of the names of such	h Prospective Buvers			
	OR (3) If without Broker's prior written	consent, the Property is withdrawn from sale, conveyed, lea	sed, rented, otherwise			
		e by a voluntary act of Seller during the Listing Period, or any exter				
	B. If completion of the sale is prevented	by a party to the transaction other than Seller, then compensation of	due under paragraph 4A			
	shall be payable only if and when Se	ller collects damages by suit, arbitration, settlement or otherwise.	and then in an amount			
	equal to the lesser of one-half of the	a damages recovered or the above compensation, after first ded	lucting title and escrow			
	expenses and the expenses of collecti					
	C. In addition, Seller agrees to pay Broke	Y':				
	D. Seller has been advised of Broker's pol	licy regarding cooperation with, and the amount of compensation offe	ered to, other brokers.			
	(1) Broker is authorized to coopera	ite with and compensate brokers participating through the mu	ultiple listing service(s)			
	("MLS") by offering to MLS brokers		.000 percent of			
	the purchase price, or [\$	anije canjilan diamaganjan negarana karaya japatanga papahannen arang arang arang arang arang arang arang arang				
	(2) Broker is authorized to cooperate	with and compensate brokers operating outside the MLS as per Bro	ker's policy.			
	E. Seller hereby irrevocably assigns to be	Broker the above compensation from Seller's funds and proceeds	in escrow. Broker may			
		s to compensate Broker pursuant to paragraph 4A, to any escrow	regarding the Property			
	involving Seller and a buyer, Prospect	ve Buyer or other transferee.	an Mar Danasak			
		previously entered into a listing agreement with another broker regarding	ng the Property,			
	unless specified as follows:	abligation to any appropriate to any other hadre engaging t	ha Dranarty unlose the			
		o obligation to pay compensation to any other broker regarding the following individuals or entities: —	ne rroperty unless the			
	rioperty is transferred to any or the	5 Ionorning individuals of Gridden.				
	(3) If the Property is sold to anyone li	sted above during the time Seller is obligated to compensate another	her broker: (i) Broker is			
	not entitled to compensation under	this Agreement; and (ii) Broker is not obligated to represent Seller	in such transaction.			
Ø 2	2013, California Association of REALTORS®, Inc	F1/6 7				
	A REVISED 11/13 (PAGE 1 OF 5)	To appropriate Application of Application (* * 2 Afternational	نينا			
		LISTING AGREE ^M ENT - EXCLUSI ^V E (RLA PAGE 1 OF 5)	Checkbucherija school schrijves			
Calif	forms Outdoor Properties, 707 Merchant St. #100 Vacaville. CA 95	Contract of the Contract of th	55-0455 5975 County Rd. 7.			

Home on land and adjacent vacant parcel at 5975 Co.Rd. 7, Orland

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Property Address: Near Orland, CA,	Date	July 30, 2015
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5. MULTIPLE LISTING SERVICE:

A. Broker is a participant/subscriber to <u>Tehama/Butte/Shasta/other</u> Multiple Listing Service (MLS) and possibly others. Unless otherwise instructed in writing the Property will be listed with the MLS(s) specified above. That MLS is (or if checked [] is not) the primary MLS for the geographic area of the Property. All terms of the transaction, including sales price and financing, if applicable, (i) will be provided to the MLS in which the property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS and (ii) may be provided to the MLS even if the Property is not listed with the MLS.

BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS; PRESENTING ALL OFFERS

WHAT IS AN MLS? The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.

EXPOSURE TO BUYERS THROUGH MLS: Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS.

CLOSED/PRIVATE LISTING CLUBS OR GROUPS: Closed or private listing clubs or groups are not the same as the MLS. The MLS referred to above is accessible to all eligible real estate licensees and provides broad exposure for a listed property. Private or closed listing clubs or groups of licensees may have been formed outside the MLS. Private or closed listing clubs or groups are accessible to a more limited number of licensees and generally offer less exposure for listed property. Whether listing property through a closed, private network - and excluding it from the MLS - is advantageous or disadvantageous to a seller, and why, should be discussed with the agent taking the Seller's listing.

NOT LISTING PROPERTY IN A LOCAL MLS: If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

OPTING OUT OF MLS: If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: (a) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; (b) Information about Seller's Property will not be transmitted to various real estate Internet sites that are used by the public to search for property listings; (c) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.

REDUCTION IN EXPOSURE: Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.

PRESENTING ALL OFFERS: Seller understands that Broker must present all offers received for Seller's Property unless Seller gives Broker written instructions to the contrary.

Seller's Initials Kills I Pus

Broker's Initials

- B. MLS rules generally provide that residential real property and vacant lot listings be submitted to the MLS within 2 days or some other period of time after all necessary signatures have been obtained on the listing agreement. Broker will not have to submit this listing to the MLS if, within that time, Broker submits to the MLS a form signed by Seller (C.A.R. Form SELM or the local equivalent form).
- C. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. Seller acknowledges that for any of the below opt-out instructions to be effective, Seller must make them on a separate instruction to Broker signed by Seller (C.A.R. Form SELI or the local equivalent form). Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows:
 - (1) Property Availability: Seller can instruct Broker to have the MLS not display the Property on the Internet.
 - (2) Property Address: Seller can instruct Broker to have the MLS not display the Property address on the Internet.
 - Seller understands that the above opt-outs would mean consumers searching for listings on the Internet may not see the Property or Property's address in response to their search.
 - (3) Feature Opt-Outs: Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber Websites or Electronic Displays that display the Property listing to have the features below. Seller understands (i) that these opt-outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
 - (a) Comments And Reviews: The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property.
 - (b) Automated Estimate Of Value: The ability to create an automated estimate of value or to link to another site containing such an estimate of value if the link is in immediate conjunction with the Property.

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Home on land and adjacent vacant parcel at 5975 Co.Rd. 7, Orland

Property Address: Near Orland, CA, Date: July 30, 2015

- 6. SELLER REPRESENTATIONS: Seller represents that, unless otherwise specified in writing. Seller is unaware of: (i) any Notice of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Seller's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Seller shall promptly notify Broker in writing if Seller becomes aware of any of these items during the Listing Period or any extension thereof.
- 7. BROKER'S AND SELLER'S DUTIES: (a) Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Seller gives Broker written instructions to the contrary, Broker is authorized to (i) order reports and disclosures as necessary, (ii) advertise and market the Property by any method and in any medium selected by Broker, including MLS and the Internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium; and (iii) disclose to any real estate licensee making an inquiry the receipt of any offers on the Property and the offering price of such offers. (b) Seller agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times and, subject to paragraph 4F, referring to Broker all inquiries of any party interested in the Property. Seller is responsible for determining at what price to list and sell the Property. Seller further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments attorney fees and costs arising from any incorrect information supplied by Seller, or from any material facts that Seller knows but fails to disclose.
- 8. DEPOSIT: Broker is authorized to accept and hold on Seller's behalf any deposits to be applied toward the purchase price.
- 9. AGENCY RELATIONSHIPS:
 - A. Disclosure: If the Property includes residential property with one-to-four dwelling units, Seller shall receive a "Disclosure Regarding Agency Relationships" (C.A.R. Form AD) prior to entering into this Agreement.
 - B. Seller Representation: Broker shall represent Seller in any resulting transaction, except as specified in paragraph 4F.
 - C. Possible Dual Agency With Buyer: Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate-licensee in Broker's firm, Seller hereby consents to Broker acting as a dual agent for Seller and Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Seller understands and agrees that: (i) Broker, without the prior written consent of Seller, will not disclose to Buyer that Seller is willing to sell the Property at a price less than the listing price; (ii) Broker, without the prior written consent of Buyer, will not disclose to Seller that Buyer is willing to pay a price greater than the offered price; and (iii) except for (i) and (ii) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.
 - D. Other Sellers: Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement.
 - E. Confirmation: If the Property includes residential property with one-to-four dwelling units, Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller's execution of a purchase agreement.
- 10. SECURITY AND INSURANCE: Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Seller agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Seller.

11. PHOTOGRAPHS AND INTERNET ADVERTISING:

- A. In order to effectively market the Property for sale it is often necessary to provide photographs, virtual tours and other media to buyers. Seller agrees (or _ if checked, does not agree) that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Property ("Images") for static and/or virtual tours of the Property by buyers and others on Broker's website, the MLS, and other marketing sites. Seller acknowledges that once Images are placed on the Internet neither Broker nor Seller has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Seller further agrees that such Images are the property of Broker and that Broker may use such Images for advertisement of Broker's business in the future.
- B. Seller acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other images of the property. Seller understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. (If checked) Seller instructs Broker to publish in the MLS that taking of Images is limited to those persons preparing Appraisal or Inspection reports. Seller acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting instruction in the MLS or who take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Seller has control over who views such Images nor what use viewers may make of the Images.
- 12. KEYSAFE/LOCKBOX: A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vanialism or damage attributed to the use of a keysafe/lockbox. Seller does (or if checked does not) authorize Broker to install a keysafe/lockbox. If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)' written permission for use of a keysafe/lockbox (C.A.R. Form KLA).

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Advisory (C.A.R. Form SSIA) representing this property
representing this property
Carl Autor lists this Assessment
ciate) enters into this Agreement e right to cancel this Agreement,
rs and assigns.
regarding the obligation to pay in fees, if any, shall be divided s, any party (i) commences an element of an action, refuses to bring fees, even if they would les whether OR NOT THE ecified in paragraph 19C. To agarding the obligation to pay decided by neutral, binding years of residential real estate all have the right to discovery ration shall be conducted in and of the arbitrator(s) may be all be governed by the Federal TO HAVE ANY DISPUTE TO HAVE ANY DISPUTE GIVING UP ANY RIGHTS Y TRIAL. BY INITIALING IN TRY AND APPEAL, UNLESS UTES' PROVISION. IF YOU YOU MAY BE COMPELLED OF CIVIL PROCEDURE. SUBMIT DISPUTES ARISING PROVISION TO NEUTRAL pr's Initials

arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions.

Seller's Initials (<u>KWB</u>) (<u>PLS</u>)



Property Address: Near Orland, CA,	ncant parcel at 5975 Co.Rd. 7, Orland	Date: July 30, 2015
20. ENTIRE AGREEMENT: All prior discussions, this Agreement are superseded by this Agreement their agreement, and may not be contradicted provision of this Agreement is held to be ineffect. This Agreement and any supplement, a counterparts.	nent, which constitutes the entire contract a d by evidence of any prior agreement or fective or invalid, the remaining provisions	and a complete and exclusive expression of contemporaneous oral agreement. If any s will nevertheless be given full force and
21. OWNERSHIP, TITLE AND AUTHORITY: Selle have title to the Property; and (iii) Seller has ownership, title and authority are as follows:	the authority to both execute this Agreer	ment and sell the Property. Exceptions to
REPRESENTATIVE CAPACITY: This addended specified in the attached Representative Capacity representative identified in the RCSD appear on the capacity for the entity described and not in an included the individual is signing already exists and of authority to act (such as but not limited to: application, or formation documents of the	Signature Disclosure (C.A.R. Form RCSD is Agreement or any related documents, it dividual capacity, unless otherwise indicate (ii) shall Deliver to Broker, within 3 Days All licable trust document, or portion thereof, licable trust document, or portion thereof.). Wherever the signature or initials of the shall be deemed to be in a representative ed. Seller (i) represents that the entity for fter Execution of this Agreement, evidence
By signing below, Seller acknowledges that Se Agreement.	eller has read, understands, received a	copy of and agrees to the terms of this
Seller Kara Varian Baker		Date 7-30-2015
Address 19985 Roser Road		State CA Zip 95963
Telephone (530)864-8577 Fax	Email kara@kvblnc.	com
0		
Seller Lee Smith		Date
Lee Smith		
Lee Smith Address 19985 Roser Road	City Orland	State CA Zip 95963
Address 19985 Roser Road Telephone (530)864-8577 Fax	City <i>Orland</i> Email	State CA Zip 95963
Address 19985 Roser Road Telephone (530)864-8577 Fax Real Estate Broker (Firm) California Outdoor Proj	City Orland Email Perties Docusigned by:	State CA Zip <u>95963</u> Cal BRE Lic. # 01838294
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Real Estate Broker (Firm) California Outdoor Proj By (Agent Hurlic Engs Charlie Engs/Scott S Address 859 Washington St., #191	City Orland Email Derties Docustioned by: Coder Suff Sod Oral BRE Lic # 01904065/ B79333 City Red Bluff	State CA Zip 95963 Cal BRE Lic. # 01838294 Date July 31, 2015 August 1, 2015 State CA Zip 96080
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Real Estate Broker (Firm) California Outdoor Proj By (Agent Hurlic Engs Charlie Engs/Scott S Address 859 Washington St., #191	City Orland Email Derties Docusigned by: Coder Sulf Sod Oal BRE Lic # 01904065 / B79333 City Red Bluff 27-6114 Email cengs@caouto States copyright law (Title 17 U.S. Code) forbids the uniterans, including facsimile or computerized formats. Occiation of Real Tors® (C.A.R.). NO REPRESENSACTION. A REAL ESTATE BROKER IS THE PER INSULT AN APPROPRIATE PROFESSIONAL.	State CA Zip 95963 Cal BRE Lic. # 01838294 Date July 31, 2015 August 1, 2015 State CA Zip 96080 doorproperties.com

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