

AGREEMENT

This Agreement is entered into by Mary Stuart-Hatch, Successor Trustee of the Diane C Trudell Living Trust Dated April 1, 1996 ("Seller") and _____ ("Buyer") (collectively the "Parties") on _____ in connection with the sale of the real property located at 26 Oceanaire Drive, Rancho Palos Verdes, Ca 90275 (the "Property"). Seller does not live at the Property, has never lived at Property for over 30 years, or remained overnight at Property for over 30 years, and has never had any knowledge as to the condition of the Property. Buyer understands it is purchasing the Property in "as-is" condition with those remodeling, maintenance and repairs that Seller has made with professionals and Buyer has had the opportunity to have all of the inspections that it desires and consult with other professionals, including, appraisers and accountants.

Seller has provided the Buyer with the following reports:

- 26 Oceanaire Residential Building Inspection Report dated November 14, 2024
- 26 Oceanaire Sewer Inspection dated November 14, 2024
- 26 Oceanaire Pest Control Inspection Report dated February 26, 2024
- 26 Oceanaire Pest Control Completion Report dated February 26, 2024

Buyer has had the opportunity to review these inspections and have any other inspections that Buyer, Buyer's broker and any other advisor of Buyer has recommended.

1. **Release.** Except with respect to the provisions herein, Effective at the closing of the sale of Property, Buyer and Seller hereby release and forever discharge one another and their respective assignees, transferees, successors, agents, attorneys and representatives (collectively "Parties") from any and all claims, demands, damages, debts, liabilities, obligations, contracts, agreements, causes of action, suits and costs, of whatever nature, character or description, whether known or unknown, and whether anticipated or unanticipated which either of them has, claims to have, or may hereafter have or claim to have, against any of the Parties by reason of any agreement, contract, fact, act or omission in connection with the Property referred to above.

2. **Intention of the Parties.** It is the intention of the Parties executing this Agreement that the Seller shall never have any liability of any kind after the closing and that Buyer assumes all liability of any kind. This shall be effective as a full and final accord and satisfactory release of each, and every matter specifically or generally referred to. The Parties acknowledge that each is familiar with Section 1542 of the Civil Code of the State of California ("Section 1542"), which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Parties hereto waive and relinquish any rights and benefits which they may have under Section 1542. The Parties acknowledge that they are aware that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this Agreement, but it is their intention hereby fully and finally and forever to settle and release any and all matters, disputes and differences, known or unknown, suspected and unsuspected, which do now exist, may exist or heretofore have existed between them. The release herein shall be, and remain in effect as, full and complete general releases notwithstanding discovery or existence of any such additional or different facts.

3. **Indemnification.** Buyer indemnifies and holds Seller harmless from any claims or lawsuits which are made by Buyer its successors, assigns and transferees for attorney's fees, expert fees, costs, as well as any settlements or judgments as they are incurred.

4. **Resolution of Disputes.** Notwithstanding any other provision in another document, in the event of any claim, dispute, demand or litigation. the Parties agree to mediate such matter at JAMS, Orange County and that they shall equally advance the fees of the mediator; and, if any

party does not participate in good faith and timely advance its share of the fees of the mediator, then such party cannot be a prevailing party entitled to collect its attorney's fees, expert fees and costs in a litigation. Such mediation shall continue unless and until the mediator determines after 2 days in sequential months that the Parties are hopelessly deadlocked. If either of the parties fails to pay their ½ of the mediation fees up front such mediation shall be stayed until such amounts are paid.

If mediation does not resolve all matters, the Parties agree it shall be resolved by a court trial with the Los Angeles County Superior Court being the exclusive court for venue and jurisdiction. The trial shall be by judge without a jury with all Parties forever waiving the right to a jury trial. Parties shall retain all rights available in the Code of Civil Procedure and other applicable laws. The Parties agree this Section covers all disputes that may arise between them. The Parties agree to this provision by signing their names below.

5. **Miscellaneous.** If any provision of this Agreement is determined to be void and unenforceable, it shall be deleted and not affect any other provision in this Agreement, or the validity or enforceability of the Agreement as a whole. All modifications must be in writing and signed by all Parties. This Agreement shall not be construed against the party preparing it but shall be construed as if all Parties prepared this Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the Agreement. This Agreement is a binding obligation on the Parties and their successors, assigns and transferees. All Parties have had either an opportunity to have separate legal counsel or have had separate legal counsel before this Agreement is signed.

SELLER:

Mary Stuart-Hatch, Successor Trustee, Diane C Trudell Living Trust Dated April 1, 1996

By: Mary Stuart-Hatch

BUYER:
