CALIFORNIA ASSOCIATION OF REALTORS®

# COMMERCIAL AND RESIDENTIAL INCOME LISTING AGREEMENT

**(C.A.R. Form CLA, Revised 6/17)**

Date Prepared: 6-3-25

1. **EXCLUSIVE AUTHORIZATION:** Villa PRADO LLC Willard Michlin -MANAGING MEMBER ("Owner") hereby employs and grants Kismet Real Estate Investments, Inc. ("Broker") beginning (date) June 1, 2025 and ending at 11:59 P.M. on (date) June 30, 2028 ("Listing Period") the exclusive and irrevocable right to: ☒ SELL, ☐ LEASE, ☐ EXCHANGE, ☐ OPTION, or ☐ OTHER _____ the real property in the City of Los Angeles, County of Los Angeles, California, Assessor's Parcel No.: 5674-024-003, described as: 1818 Greenfield Ave Glendale CA 91205 ("Property").

2. **ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in an agreement between Owner and transferee, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded from the price.
**ADDITIONAL ITEMS EXCLUDED:** _____.
**ADDITIONAL ITEMS INCLUDED:** _____.
Owner intends that the above items be excluded or included in listing the Property, but understands that: **(i)** the Agreement between owner and transferee supersedes any intention expressed above and will ultimately determine which items are excluded and included in the transaction; and **(ii)** Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the Agreement between Owner and transferee.

3. **LISTING PRICE AND TERMS:**
   **A.** The listing price shall be Eight Million Dollars ($ 8,000,000.00 ).
   **B.** Additional Terms: _____.

4. **COMPENSATION TO BROKER:**
**Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Owner and Broker (real estate commissions include all compensation and fees to Broker).**
   **A.** Owner agrees to pay to Broker as compensation for services irrespective of agency relationship(s): ☒ TWO percent of the listing price (or if an agreement is entered into, of the contract price), ☐ $ _____, OR ☐ in accordance with Broker's attached schedule of compensation; as follows:
   **(1)** If during the Listing Period, or any extension, Broker, cooperating broker, Owner or any other person procures a ready, willing, and able Transferee(s) whose offer on the Property on any price and terms is accepted by Owner, provided the Transferee completes the transaction or is prevented from doing so by Owner. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)
   **(2)** If within _____ calendar days after the end of the Listing Period or any extension, Owner enters into a contract to sell, lease, exchange, option, convey or otherwise transfer the Property to anyone ("Prospective Transferee") 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 submitted to Owner a signed, written offer to acquire, lease, exchange or obtain an option on the Property. Owner, however, shall have no obligation to Broker under this paragraph 4A(2) unless, not later than the end of the Listing Period or any extension or cancellation, Broker has given Owner a written notice of the names of such Prospective Transferees.
   **(3)** If, without Broker's prior written consent, the Property is withdrawn from sale, lease, exchange, option or other, as specified in paragraph 1, or is sold, conveyed, leased, rented, exchanged, optioned or otherwise transferred, or made unmarketable by a voluntary act of Owner during the Listing Period, or any extension thereof.
   **B.** If completion of the transaction is prevented by a party to the transaction other than Owner, then compensation due under paragraph 4A shall be payable only if and when Owner collects damages by suit, arbitration, settlement, or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.
   **C.** In addition, Owner agrees to pay Broker: _____.
   **D.** **(1)** Broker is authorized to cooperate and compensate brokers participating through the multiple listing service(s) ("MLS"): **(i)** by offering MLS brokers either: ☒ TWO percent of the purchase price, or ☐ $_____;OR **(ii)** (if checked) ☐ as per Broker's policy.
   **(2)** Broker is authorized to cooperate and compensate brokers operating outside the MLS as per Broker's policy.
   **E.** Owner hereby irrevocably assigns to Broker the above compensation from Owner's funds and proceeds in escrow. Broker may submit this Listing Agreement, as instructions to compensate Broker pursuant to paragraph 4A, to any escrow regarding the Property involving Owner and a buyer, transferee or Prospective Transferee.
   **F.** **(1)** Owner represents that Owner has not previously entered into a listing agreement with another broker regarding the Property, unless specified as follows: _____.
   **(2)** Owner warrants that Owner has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the following Prospective Transferees: _____.
   **(3)** If the Property is transferred to anyone listed above during the time Owner is obligated to compensate another broker: **(i)** Broker is not entitled to compensation under this Listing Agreement; and **(ii)** Broker is not obligated to represent Owner in such transaction.

Owner's Initials (WM) (_____)

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Willard Michlin
Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

16. **MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Listing Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Listing Agreement, in writing, within 5 days after its execution.
17. **SUCCESSORS AND ASSIGNS:** This Listing Agreement shall be binding upon Owner and Owner's successors and assigns.
18. **DISPUTE RESOLUTION:**
    A. **MEDIATION:** Owner and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **Exclusions from this mediation agreement are specified in paragraph 18B.**
    B. **ADDITIONAL MEDIATION TERMS: The following matters shall be excluded from mediation: (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 provisions.**
    C. **ADVISORY: If Owner and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB)**
19. **ENTIRE CONTRACT:** All prior discussions, negotiations, and agreements between the parties concerning the subject matter of this Listing Agreement are superseded by this Listing Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Listing Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in counterparts.
20. **OWNERSHIP, TITLE AND AUTHORITY:** Owner warrants that: **(i)** Owner is the owner of the Property; **(ii)** no other persons or entities have title to the Property, and **(iii)** Owner has the authority to both execute this Listing Agreement and transfer the Property.
    Exceptions to ownership, title and authority are as follows: _____

**By signing below, Owner acknowledges that Owner has read, understands, received a copy of and agrees to the terms of this Listing Agreement and any attached schedule of compensation.**

Date 6-3-25 at LOS ALAMITOS CALIF
Owner ***Willard Michlin*** - MANAGING MEMBER OF VILLA PRADO, LLC
By Willard Michlin Title MANAGING MEMBER
Address ***4050 Katella Ave.*** City ***Los Allamitos*** State ***CA*** Zip ***90720***
Telephone 805-428-2063 Fax _____ E-mail ***kismetrei@earthlink.net***

Date _____ at _____
Owner _____
By _____ Title _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Date _____ at _____
Owner _____
By _____ Title _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Date _____ at _____
Owner _____
By _____ Title _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Firm) ***Kismet Real Estate Investments, Inc.*** DRE Lic. # ***00532830***
By (Agent) Willard Michlin ***Willard Michlin*** DRE Lic. # ***00520559*** Date 6-3-25
Address ***P.O. Box 2734*** City ***Seal Beach*** State ***CA*** Zip ***90740-2734***
Telephone ***805-428-2063*** Fax ***(562)446-0575*** E-mail ***kismetrei@earthlink.net***

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