



PROBATE AGREEMENT PURCHASE ADDENDUM
(C.A.R. Form PA-PA, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR [] Other
("Agreement"),
dated 04/29/2024, on property known as 4941 Nagle Avenue, Los Angeles, CA 91423 ("Property"),
in which Estate of Marcia Joan Goldstein is referred to as ("Seller")
and is referred to as ("Buyer").
Buyer and Seller are referred to as the "Parties."

1. TYPE OF PROBATE:

- A. The Property is part of a probate decedent's estate OR [] conservatorship, [] guardianship, [] receivership.
B. If property is being sold as part of a decedent's estate, paragraph 3A applies unless 3B is checked.
C. 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.
D. If the type of probate is incorrectly identified in paragraph 1A, Seller shall inform Buyer of the correct type of probate sale no later than the time for Seller Disclosures in the Agreement.

2. The Probate Advisory (C.A.R. form PA) is hereby incorporated.
3. COURT CONFIRMATION (Check the option below that applies):

A. Court Confirmation Undetermined at time of offer:

- (1) Seller shall Deliver written notice to Buyer, at time of [] Acceptance or [] within the time for Seller Delivery of Documents in the Time Period paragraph in the Agreement if court confirmation is or is not required
(2) If court confirmation is not initially required, notice of the terms of sale to beneficiaries/heirs is still necessary. If any beneficiary/heir objects, then court confirmation shall be required. Seller shall promptly Deliver written notice to Buyer once Seller has notice of any objection by a beneficiary/heir.
(3) If, after the offer is made, Seller notifies Buyer that court confirmation is required, or court confirmation becomes required as a result of an objection to terms of sale by a beneficiary/heir, then Buyer, within 3 Days after Delivery of Seller's notice, may cancel the Agreement and shall be entitled to return of any deposit paid.
(4) If court confirmation is or becomes required, and Buyer has not cancelled pursuant to paragraph 3A(3), then the sale shall proceed under paragraph 3B. [] Obtaining a court confirmation hearing date within 60 (or []) Days after Acceptance, is a contingency of the Agreement in favor of Buyer.

- B. [] Court Confirmation Required: The sale is contingent upon court confirmation, which is a court hearing that allows for open, competitive bidding for the Property. The minimum overbid price shall be an amount equal to the accepted purchase price, plus five percent of that amount, plus \$500. The court shall determine any further incremental overbidding amounts. See paragraph 4 for terms of court confirmation of the sale. [] Obtaining a court confirmation hearing date within 60 (or []) Days after Acceptance, is a contingency of the Agreement in favor of Buyer.

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. Broker strongly recommends that Buyer personally appear at the court confirmation hearing to protect Buyer's position in the event of overbidding. 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. 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, and escrow shall close, within 10 (or []) Days from receipt of such Order by Escrow Holder or Buyer. Seller shall not be obligated to sign escrow instructions or incur any escrow costs prior to court confirmation.

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

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.

- 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. NOTE: Local probate court rules may require that all contingencies be removed before a petition for confirmation can be filed.

- [] 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



5. **VESTING:** Buyer intends to take title as follows: _____
 Seller will not petition the Court for confirmation until vesting has been designated. If vesting is not designated above, Buyer has **10 (or _____) Days** after Acceptance to designate in writing how title is to be taken. **THE MANNER OF TAKING TITLE MAY HAVE SERIOUS LEGAL AND TAX CONSEQUENCES. BUYER IS ADVISED TO CONSULT WITH AN APPROPRIATE PROFESSIONAL.**
6. **DISPUTE RESOLUTION:** Even if initialed in the body of the Agreement, 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. If the property is under Independent Administration of Estates Act (IAEA) and the Parties are attempting to modify the Agreement to include any of these provisions, the Parties are advised to seek the counsel of a qualified California probate attorney before adding any such provision.
7. **OTHER TERMS:** _____

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
Geoffrey S Galat

Seller _____ Date _____

REAL ESTATE BROKERS:

- A. COMMISSION IN EVENT OF AN OVERBID REPRESENTED BY ANOTHER BROKER:** In the event court confirmation of the sale is required, the Buyer's Broker identified in the Agreement agrees to waive all commission rights in the event of a successful overbid in court by a different buyer represented by another Broker.
- B. If court confirmation of the sale is required, the court will determine the commission amount.** Commissions awarded vary from county to county. Commissions are payable by Seller only if the sale closes. Seller is not liable for a commission to any broker or associate licensee who is directly or indirectly a purchaser of the Property or has an interest in the purchaser.

By signing below Buyer's Broker and Seller's Broker acknowledge that each has read, understands, has received a copy of, and agrees to the terms of the Real Estate Broker section of this Probate Agreement Purchase Addendum.

Buyer's Brokerage Firm: _____

By _____ Date _____

Seller's Brokerage Firm: *Gratus Homes & Estates*

By *Shane Haas* _____ Date

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PROBATE ADVISORY
For Probate, Conservatorship and Guardianship Properties
(C.A.R. Form PA, Revised 12/21)

The sale of the Property described as (address) 4941 Nagle Avenue, Los Angeles, CA 91423, pursuant to the attached Probate Agreement Purchase Addendum (C.A.R. Form PAPA) or Probate Listing Addendum (C.A.R. Form PLA), is made under authority of the California Probate Code. The Seller is not the title owner, but instead is a representative of a probate estate, a guardianship or a conservatorship. The sale may require a court order. Many obligations imposed upon sellers, particularly sellers of real property containing one-to-four dwelling units, may not be applicable to the sale of this property. However, even though the seller is exempt from many obligations, the seller must still comply with many others. Further, any real estate licensee representing Buyer or Seller in the transaction may have duties independent of the principals. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the attached agreement.

EXEMPTIONS:

- 1. TDS, NHD, Mello-Roos: Seller is exempt from providing Buyer with the Real Estate Transfer Disclosure Statement (TDS), Natural Hazard Disclosure Statement (NHD), and a Mello-Roos district lien disclosure, pursuant to California Civil Code either for "transfers pursuant to court order" or "transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust."
2. Earthquake Guides: Seller is exempt from providing either a Homeowner's or Commercial Property Owner's Guide to Earthquake Safety.
3. Smoke Detectors: The sale is exempt from the State requirements that, for single family residences, operable smoke detectors be in place and that a written statement of compliance be provided to Buyer.

REQUIREMENTS:

- 1. Disclosures: Seller is not exempt from common law and statutory duties concerning fraud and deceit, even though the specific TDS form is not required to be completed. Seller remains obligated to disclose known material facts affecting the value and desirability of the property.
2. Hazard Zones: Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States Code, even though, pursuant to the Civil Code, the specific NHD form is not required to be completed.
3. Water Heaters: The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped.
4. Lead-based Paint: The Seller is not exempt from the federal obligation to (i) disclose known lead-based paint and lead-based paint hazards, (ii) provide Buyer copies of reports or studies covering lead-based paint and hazards on the property, (iii) provide Buyer with the pamphlet "Protect Your Family From Lead In Your Home," and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978.
5. Carbon Monoxide Devices: The sale is not exempt from the State requirements that on or before July 1, 2011, for all existing single family dwelling units, and on or before January 1, 2013, for all other existing dwelling units, the owner must install a carbon monoxide device approved and listed by the State Fire Marshall in the dwelling unit if the dwelling unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage.
6. Megan's Law Data Base Disclosure: The sale is not exempt from the requirement that residential sales contracts contain a notice regarding the availability of information about registered sex offenders.
7. Notice Regarding Gas And Hazardous Liquid Transmission Pipelines: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at http://www.npms.phmsa.dot.gov/. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agent does not have expertise in this area.)

Buyer's Initials _____ / _____ Seller's Initials _____ / _____



8. Tax Withholding: The sale is not exempt from the obligation of the buyer to withhold a portion of the purchase price under federal law if the transferor is a "foreign person" or under state law if the transferor had a last known street address outside of California. Federal: For federal purposes, a non-resident alien includes a fiduciary. An administrator or executor of an estate is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. State: If the decedent was a California resident at the time of death, the estate is treated as a California resident regardless of the residency of the executor or administrator.

9. Brokers:

- A. Inspection:** The sale is not exempt from the Broker's obligation to conduct a reasonably competent and diligent visual inspection of the accessible areas of the property and disclose to Buyer material facts revealed by such an inspection in the sale of residential property containing one-to-four dwelling units. Brokers may do so on C.A.R. form AVID.
- B. Agency:** The sale is not exempt from the obligation to provide agency relationship disclosure and confirmation forms in the sale of residential property containing one-to-four dwelling units.

OTHER CONSIDERATIONS:

- 1. Local Law:** Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, or installation of smoke detectors). Local law should be consulted to determine if sales made under the authority of the California Probate Code are exempt from such requirements.
- 2. Death:** If the Property is being sold under authority of the Probate Code because of the death of an owner of the Property and if Buyer has concerns about the manner, location or details of the death, then Buyer should direct any specific questions to the executor or administrator of the estate.
- 3. Stock Cooperatives:** If the Property is part of a stock cooperative (Co-op), Buyer may be required to seek approval of the Board or Owner's Association of the Co-op prior to transfer of title. If this is not a contingency of the sale, failure of Buyer to gain approval of the Co-op board will not provide grounds for cancellation or rescission of the sale.

4. Court Jurisdiction and Authority:

A. Court Confirmation/Independent Authority:

The representative of a decedent's estate may receive authority to sell the Property under the Independent Administration of Estates Act (IAEA). In order to do so, the representative must first petition the Probate Court. The Petition may be made at the time the representative is approved or any other time. Notice of the Petition is given to heirs, devisees, executors and other interested persons, any of whom may object.

If IAEA authority is granted it may be full or limited. If only limited authority has been granted, the sale must be confirmed by the court. If full authority has been granted, the representative must first give a notice of the proposed sale to the devisees and heirs of the decedent and other interested parties. If no objection is received, the sale may proceed. If any noticed person objects, the sale may require court confirmation. Note: A representative with full authority has the option of proceeding to court for confirmation even if not required to do so under the Probate Code.

- B. Liquidated Damages:** Probate courts are not bound by independent agreements to liquidate damages and limit the applicability of a buyer's deposit if buyer defaults. Liquidated damage clauses shall be excluded by the Parties' agreement (C.A.R. Form PA-PA).
- C. Mediation:** Probate courts have jurisdiction over the resolution of disputes arising out of the probate process. Mediation shall be excluded by the Parties' agreement (C.A.R. Form PA-PA).
- D. Arbitration of Disputes:** Probate courts have jurisdiction over the resolution of disputes arising out of the probate process. Arbitration clauses shall be excluded by the Parties' agreement (C.A.R. Form PA-PA).

Date _____

Date _____

Buyer _____

Seller _____

Estate of Marcia Joan Goldstein

Buyer _____

Seller _____

Estate of Marcia Joan Goldstein Estate of Marcia Joan Goldstein

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DISCLOSURE INFORMATION ADVISORY
(FOR SELLERS)
 (C.A.R. Form DIA, Revised 6/23)

1. **INTRODUCTION:** All sellers in California are required to provide various disclosures in real property transactions. Among the disclosure requirements, sellers have an affirmative duty to disclose to buyers all material conditions, defects and/or issues known to them that might impact the value or desirability of the Property. Failing to provide those disclosures may lead to a claim or a lawsuit against you which can be very costly and time consuming. As a seller, you may be required to fill out one or more of the following: Real Estate Transfer Disclosure Statement ("TDS"); Seller Property Questionnaire ("SPQ"); Exempt Seller Disclosure ("ESD"). (Collectively, or individually, "Disclosure Forms"). Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.
2. **PREPARING TO COMPLETE YOUR DISCLOSURE OBLIGATIONS:**
 - A. Read and carefully review all questions in the Disclosure Form(s) to make sure that you understand the full extent of the information that is being requested in each question.
 - B. While a seller does not have the duty to investigate or discover unknown issues, you may have been given disclosures either from the previous owner at the time of purchase or from a previous buyer who cancelled. Information about the Property may have been revealed if you may have posted or recorded information and material facts about the Property online (social media, blogs, personal websites, Facebook, advertisements, etc.) or received documents or correspondence from an Homeowners' Association ("HOA").
 - C. Use any known and available documentation to refresh your memory of past and current issues, condition and/or problems and then provide a copy of that paperwork with your fully completed Disclosure Forms. A seller does not have to find lost documents or to speculate about what was in the documents that they cannot remember, but if the documents are known and available to you, they should be used to assist you in completing the Disclosures forms.
 - D. Allow plenty of time to fully complete the Disclosure Forms.
 - E. Your knowledge may be based upon what you have been told orally (e.g., in a conversation with a neighbor) or received in writing (such as a repair estimate, report, invoice, an appraisal, or sources as informal as neighborhood or HOA newsletters). Keep in mind that if a neighbor told you something, they are likely to tell the new owner the same information after the transaction.
 - F. If you are unsure about whether something is important enough to be disclosed, you should probably disclose it. If you don't want to disclose a piece of information about the Property, think about your reasoning for why you do not want to disclose this information. If the answer is because you think a buyer will not want to buy the Property or will want to purchase at a lower price, that is exactly the reason why the fact ought to be disclosed; it materially affects the value or desirability of the Property.
3. **INSTRUCTIONS FOR COMPLETING ALL DISCLOSURE FORMS:**
 - A. **DO NOT** leave any questions blank or unanswered unless the section is not applicable. Answer all questions and provide all documents, information and explanations to every "Yes" response in the blank lines or in an addendum to the Disclosure Form.
 - B. Many questions on the Disclosure Forms ask if you "are aware" of a particular condition, fact or item. If you do not know the answer to any question, then you are "not aware" and should answer that question "No."
 - C. The Disclosure Forms are designed to get sellers to provide buyers with as much information as possible, and thus many of the questions on these forms may list multiple issues, conditions or problems and/or have subparts. It is important to address each aspect of each question and provide precise details so that Buyers will understand the "who, what, where, when and how."
 - D. The Disclosure Forms are written using very broad language. You should not limit the information, documents, and/or explanations that you provide Buyers.
 - E. Be specific and provide facts for each response; you should not let subjective beliefs limit, qualify or downplay your disclosures. Avoid words such as "never," "minor," "insignificant," "small" or "infrequent" as these terms may reflect your opinion but that opinion may not be shared by Buyers, professionals or others. Do not speculate as to what you guess the issue is, or assume something is true without actual knowledge. State your disclosures only to the extent of what you actually know.
 - F. Consider all issues, conditions or problems that impact your Property, even those that are not necessarily on your Property but are related to a neighbor's property (such as shared fences, lot-line debates) or exist in the neighborhood (such as noise, smells, disputes with neighbors, or other nuisances).



- G. Even if you have learned to live with an issue, condition or problem, disclose it.
- H. Even if you believe that an issue, condition or problem has been repaired, resolved or stopped, disclose the issue and what has been done, but do not speculate, predict or guarantee the quality or effectiveness of the repair or resolution.
- I. If there is conflicting information, data, and/or documents regarding any issue, condition or problem, disclose and identify everything.
- J. Do not assume that you know the answer to all questions; for example, unless you personally obtained or received copies of permits do not assume that anyone who did work on the Property obtained permits.
- K. If you are relying on written or oral information you received from someone else, even if you disagree with that information or are unsure as to its truth, disclose and identify the source of that information.

4. COMPLETING SPECIFIC TYPES OF DISCLOSURE DOCUMENTS:

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (“TDS”) (Civil Code Section 1102.6)

Section I allows sellers to incorporate and provide reports and disclosures that relate to the information requested in that Disclosure Form. Providing those “Substituted Disclosures” does not eliminate your responsibility to fully and completely disclose all information known by you that is requested in the TDS. **For the TDS to be complete, one of the three boxes provided in Section I must be checked. If no Substituted Disclosures are being provided, Seller should check the box that indicates “No substituted disclosures for this transfer.”**

Section II A asks you to check a series of boxes to indicate what appliances, fixtures and other items exist on the property and asks whether any of those existing items are “not in operating condition”, a term which is not defined. Consider whether the checked appliances, fixtures and items fully function as if they were new and if not, disclose any issues, limitations or problems. The TDS is not a contract and it does not control which items must remain with the property after close of escrow; the purchase agreement determines which items must remain. However, you should be careful not to represent an amenity that the property does not have, so do not assume that feature is there (*i.e.* sewer or central air conditioning), and only check the box if you know it is a part of the property.

Section II B asks if you are aware of any significant defects/malfunctions in certain identified areas of the property. There is no definition for “significant defects/malfunctions”; do not assume this terminology places any limits on what you need to disclose. If you check any of the boxes, please provide as much information as possible regarding the issues, conditions or problems that you know about the checked areas.

Section II C asks sixteen questions regarding the Property and the surrounding areas. These questions are written very broadly and contain multiple issues, conditions and/or problems. Make sure that you respond as to each issue, condition or problem. If you respond “Yes” to any question, you should provide as much information as possible about the issue. If you are answering any of these questions “No” because you lack familiarity with the Property or the topic of any question, then you can explain the reasons, such as that you have not seen the Property in a long time or at all. This may help the buyers to understand that your “No” answer reflects the lack of awareness of the item, not that you are representing that the problem, condition or issue does not exist.

Question 16 in section II C refers to various code sections which part of a law are concerning construction defects that is widely known as SB 800 or Title 7. This law (Civil Code Sections 895-945.5) applies to residential real property built by a “Builder” and sold for the first time on or after January 1, 2003. If you have any questions about the applicability to the Property of any of the laws referenced in Question 16, or how you should answer this question, your Listing Agent recommends that you consult with a qualified California real estate attorney for advice. Your Listing Agent cannot and will not give you legal advice on these matters.

SELLER PROPERTY QUESTIONNAIRE

The C.A.R. Residential Purchase Agreement requires Sellers to complete an SPQ for any transaction that requires a TDS because the TDS does not include questions regarding everything that sellers need to disclose to buyers. One example of a question not covered in the TDS but that is on the SPQ is whether there has been a death on the Property within the last 3 years (Civil Code Section 1710.2). Another example is the requirement that sellers of single family residences built prior to January 1, 1994 (and other properties built before that date) must disclose if the Property has any noncompliant plumbing fixtures (Civil Code Sections 1101.4 and 1101.5). This includes: 1. Any toilet that uses more than 1.6 GPF; 2. Any showerhead that has a flow capacity of more than 2.5 GPM and 3. Any interior faucet that emits more than 2.2 GPM. The SPQ should be used in conjunction with the TDS to help the seller carry out the obligation to disclose known material facts and defects affecting the value or desirability of the Property. One of the questions on the SPQ (and ESD, see next section) addresses the seller’s obligation to provide to the buyer any relevant documents, including reports, whether past or current, in the seller’s possession.

EXEMPT SELLER DISCLOSURE (“ESD”)

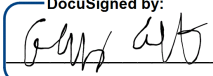
Some sellers of real property may be legally exempt from completing the TDS. For example, probate and bankruptcy court sales and sales by governmental entities are exempt from the obligation to provide a TDS. Some property that is owned by a trust which has trustee(s) acting in the capacity of a seller may also be exempt; but not all trustee(s) are exempt. If a qualified California real estate attorney has advised you that you are exempt from completing the TDS, then you may choose not to complete that form or any supplement to the TDS, but you may still be required to complete the ESD. Being exempt from completing certain Disclosure Forms does not completely eliminate those disclosure obligations that apply to all sellers under federal, state or local laws, ordinances or regulations and/or by contractual agreement with the buyer. The seller is still obligated to disclose all known material facts that may affect the value of the property. Further, the C.A.R. Residential Purchase Agreement requires those sellers who are exempt from the TDS to fill out the ESD. Pay particular attention to the “catch all” question, which asks you to disclose your awareness of any other material facts or defects affecting the property.

5. FINAL RECOMMENDATIONS:

It is important that you fully complete any legally or contractually required Disclosure Forms. To that end, the real estate Broker, and, if different, the real estate licensee, who listed the property for sale (“Listing Broker”) strongly recommend that you consider the following points when completing your Disclosure Forms:

- If you are aware of any planned or possible changes to your neighbor’s property (such as an addition), changes in the neighborhood (such as new construction or road changes) that may affect traffic, views, noise levels or other issues, conditions or problems, disclose those plans or proposed changes even if you are not certain whether the change(s) will ever occur.
- Disclose any lawsuits, whether filed in the past, presently filed or that will be filed regarding the property or the neighborhood (such as an HOA dispute) even if you believe that the case has been resolved. Provide as much detail as possible about any lawsuit, including the name of the case and the County where the case was filed.
- If any disclosure that you have made becomes inadequate, incomplete, inaccurate or changes over time, including right up until the close of escrow, you should update and correct your Disclosure Forms in a timely fashion.
- **If you have any questions about the applicability of any law to the Property, your Listing Broker recommends that you consult with a qualified California real estate attorney for advice. Your Listing Broker cannot and will not tell you if any law is applicable to the Property.**
- **If you need help regarding what to disclose, how to disclose it or what changes need to be made to your Disclosure Forms, the best advice is to consult with a qualified California real estate attorney for advice. Your Listing Broker cannot and will not tell you what to disclose, how to disclose it or what changes need to be made to your answers.**
- While limited exceptions may exist, such as questions that may impact fair housing and discrimination laws, generally speaking, **when in doubt, the best answer to the question: “Do I need to disclose ...?” is almost always “YES, disclose it.”**

Seller has read and understands this Advisory. By signing below, Seller acknowledges receipt of a copy of this Advisory.

DocuSigned by:
 Seller  Date 4/30/2024 | 5:46 AM PDT
 Estate of Marisa Joan Goldstein

Seller _____ Date _____

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ADVISORY REGARDING COMPLETING DOCUMENTS ELECTRONICALLY

Property Address: 4941 Nagle Avenue, Los Angeles, CA 91423

PLEASE READ THE FOLLOWING IMPORTANT INFORMATION REGARDING SIGNING DOCUMENTS ELECTRONICALLY.

During a real estate listing, real estate sale transaction or a rental/lease you may be asked to sign various documents electronically if you are willing to use that method. Because of the nature of the electronic documents it is possible to skip from one signature line to the next, making it easy to ignore the language of the paragraph(s) to which the signatures or initials apply. Because of this feature of electronic signatures, it is important that you read and understand the following recommendations:

- PLEASE READ EACH DOCUMENT:** It is important that you read and understand each transaction document prior to initialing any paragraphs or signing the document where indicated. You should take the time to thoroughly read through each document and make sure that you understand what you are signing, just as you should do if you were signing paper versions of these documents. You may have to scroll up or down to read a whole page.
- TAKE YOUR TIME:** There may be a temptation to just skip from one place indicated for your signature to the next. This is easy to do when signing documents in an electronic format. However, it is essential that you **TAKE YOUR TIME**. Review the entire document before initialing or signing.
- OPTIONAL SIGNATURE OR INITIALS:** If there is an indication that a signature or initial is optional, such as for Liquidated Damages or Arbitration paragraphs, take your time to consider whether you want to sign/initial that paragraph so as to make it part of the contract.
- MORE THAN ONE SIGNER:** If more than one person is required to sign the documents, it is essential that each party separately affix their signatures where indicated on each document.
- PRINT A COPY:** Before sending the documents after signature, print a copy; because once you send the documents they are gone, making it difficult to obtain a copy of what you signed.
- QUESTIONS OR CONCERNS:** If you have any questions or concerns, it is important that you call or email your real estate professional or if you need legal, tax, or insurance advice, be certain to consult the appropriate professional(s).

I acknowledge receipt and I have carefully read this advisory.

Buyer/Tenant: _____

Date: _____

Buyer/Tenant: _____

Date: _____

Seller/Landlord: _____

Date: 4/30/2024 | 5:46 AM PDT

DocuSigned by:

30C789B109E94EF
 Estate of Marcia Joan Goldstein

Seller/Landlord: _____

Date: _____

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Notice

To: *Estate of Marcia Joan Goldstein*

From: Side, Inc. (“Side”)

Property: *4941 Nagle Avenue, Los Angeles, CA 91423*

Date: *04/29/2024*

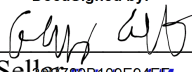
This is to give you notice that Side has a business relationship with Clear NHD, LLC (“Clear”). The nature of the relationship is that Side owns 100% of Clear. Because of the relationship, this referral may provide Side a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for settlement of your loan on, or the purchase, sale, or refinance of, any property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Service Provider	Service Provided	Charge or Range of Charges
Clear NHD, LLC	Natural Hazard Disclosure Report with Environmental Disclosures	\$95-\$115 per property
	Natural Hazard Disclosure Report without Environmental Disclosures	\$70-\$85 per property

ACKNOWLEDGMENT

I/We have read this disclosure form, and understand that Side is referring me/us to purchase the above-described settlement services and may receive a financial or other benefit as the result of this referral.

DocuSigned by:

 Seller *Estate of Marcia Joan Goldstein* _____ Date 4/30/2024 | 5:46 AM PDT Buyer _____ Date _____

 Seller _____ Date _____ Buyer _____ Date _____



PROBATE ADVISORY
For Probate, Conservatorship and Guardianship Properties
(C.A.R. Form PA, Revised 12/21)

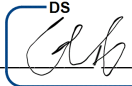
The sale of the Property described as (address) 4941 Nagle Avenue, Los Angeles, CA 91423, pursuant to the attached Probate Agreement Purchase Addendum (C.A.R. Form PAPA) or Probate Listing Addendum (C.A.R. Form PLA), is made under authority of the California Probate Code. The Seller is not the title owner, but instead is a representative of a probate estate, a guardianship or a conservatorship. The sale may require a court order. Many obligations imposed upon sellers, particularly sellers of real property containing one-to-four dwelling units, may not be applicable to the sale of this property. However, even though the seller is exempt from many obligations, the seller must still comply with many others. Further, any real estate licensee representing Buyer or Seller in the transaction may have duties independent of the principals. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the attached agreement.

EXEMPTIONS:

- 1. TDS, NHD, Mello-Roos:** Seller is exempt from providing Buyer with the Real Estate Transfer Disclosure Statement (TDS), Natural Hazard Disclosure Statement (NHD), and a Mello-Roos district lien disclosure, pursuant to California Civil Code either for “transfers pursuant to court order” or for “transfers by a fiduciary in the course of the administration of a decedent’s estate, guardianship, conservatorship, or trust.”
- 2. Earthquake Guides:** Seller is exempt from providing either a Homeowner’s or Commercial Property Owner’s Guide to Earthquake Safety.
- 3. Smoke Detectors:** The sale is exempt from the State requirements that, for single family residences, operable smoke detectors be in place and that a written statement of compliance be provided to Buyer.

REQUIREMENTS:

- 1. Disclosures:** Seller is not exempt from common law and statutory duties concerning fraud and deceit, even though the specific TDS form is not required to be completed. Seller remains obligated to disclose known material facts affecting the value and desirability of the property.
- 2. Hazard Zones:** Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States Code, even though, pursuant to the Civil Code, the specific NHD form is not required to be completed.
- 3. Water Heaters:** The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped.
- 4. Lead-based Paint:** The Seller is not exempt from the federal obligation to (i) disclose known lead-based paint and lead-based paint hazards, (ii) provide Buyer copies of reports or studies covering lead-based paint and hazards on the property, (iii) provide Buyer with the pamphlet “Protect Your Family From Lead In Your Home,” and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978.
- 5. Carbon Monoxide Devices:** The sale is not exempt from the State requirements that on or before July 1, 2011, for all existing single family dwelling units, and on or before January 1, 2013, for all other existing dwelling units, the owner must install a carbon monoxide device approved and listed by the State Fire Marshall in the dwelling unit if the dwelling unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage.
- 6. Megan’s Law Data Base Disclosure:** The sale is not exempt from the requirement that residential sales contracts contain a notice regarding the availability of information about registered sex offenders.
- 7. Notice Regarding Gas And Hazardous Liquid Transmission Pipelines:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer’s investigation contingency period. Agent does not have expertise in this area.)

Buyer’s Initials _____ / _____ Seller’s Initials DS 



Property Address: 4941 Nagle Avenue, Los Angeles, CA 91423

Date: 04/29/2024

8. Tax Withholding: The sale is not exempt from the obligation of the buyer to withhold a portion of the purchase price under federal law if the transferor is a "foreign person" or under state law if the transferor had a last known street address outside of California. Federal: For federal purposes, a non-resident alien includes a fiduciary. An administrator or executor of an estate is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. State: If the decedent was a California resident at the time of death, the estate is treated as a California resident regardless of the residency of the executor or administrator.

9. Brokers:

- A. Inspection: The sale is not exempt from the Broker's obligation to conduct a reasonably competent and diligent visual inspection of the accessible areas of the property and disclose to Buyer material facts revealed by such an inspection in the sale of residential property containing one-to-four dwelling units. Brokers may do so on C.A.R. form AVID.
- B. Agency: The sale is not exempt from the obligation to provide agency relationship disclosure and confirmation forms in the sale of residential property containing one-to-four dwelling units.

OTHER CONSIDERATIONS:

- 1. **Local Law:** Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, or installation of smoke detectors). Local law should be consulted to determine if sales made under the authority of the California Probate Code are exempt from such requirements.
- 2. **Death:** If the Property is being sold under authority of the Probate Code because of the death of an owner of the Property and if Buyer has concerns about the manner, location or details of the death, then Buyer should direct any specific questions to the executor or administrator of the estate.
- 3. **Stock Cooperatives:** If the Property is part of a stock cooperative (Co-op), Buyer may be required to seek approval of the Board or Owner's Association of the Co-op prior to transfer of title. If this is not a contingency of the sale, failure of Buyer to gain approval of the Co-op board will not provide grounds for cancellation or rescission of the sale.

4. Court Jurisdiction and Authority:

A. Court Confirmation/Independent Authority:

The representative of a decedent's estate may receive authority to sell the Property under the Independent Administration of Estates Act (IAEA). In order to do so, the representative must first petition the Probate Court. The Petition may be made at the time the representative is approved or any other time. Notice of the Petition is given to heirs, devisees, executors and other interested persons, any of whom may object.

If IAEA authority is granted it may be full or limited. If only limited authority has been granted, the sale must be confirmed by the court. If full authority has been granted, the representative must first give a notice of the proposed sale to the devisees and heirs of the decedent and other interested parties. If no objection is received, the sale may proceed. If any noticed person objects, the sale may require court confirmation. Note: A representative with full authority has the option of proceeding to court for confirmation even if not required to do so under the Probate Code.

- B. **Liquidated Damages:** Probate courts are not bound by independent agreements to liquidate damages and limit the applicability of a buyer's deposit if buyer defaults. Liquidated damage clauses shall be excluded by the Parties' agreement (C.A.R. Form PA-PA).
- C. **Mediation:** Probate courts have jurisdiction over the resolution of disputes arising out of the probate process. Mediation shall be excluded by the Parties' agreement (C.A.R. Form PA-PA).
- D. **Arbitration of Disputes:** Probate courts have jurisdiction over the resolution of disputes arising out of the probate process. Arbitration clauses shall be excluded by the Parties' agreement (C.A.R. Form PA-PA).

4/30/2024 1 5:46 AM PDT

Date _____

Buyer _____

Buyer _____

Date _____ DocuSigned by:

Seller _____

Seller _____

[Signature]
Estate of Marcia Joan Goldstein
Estate of Marcia Joan Goldstein
Estate of Marcia Joan Goldstein

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EXEMPT SELLER DISCLOSURE
Use by Sellers Who Are Exempt From Completing a TDS,
Or For Any Seller Who Does Not Provide a SPQ.
(C.A.R. Form ESD, Revised 6/23)

Seller makes the following disclosures with regard to the real property or manufactured home described as 4941 Nagle Avenue, situated in Los Angeles (City), Los Angeles County (County), California, 91423 (Zip Code), Assessor's Parcel No. 2359-012-004 ("Property").

This property is a duplex, triplex or fourplex. An ESD is required for all units. This ESD is for all units (or only unit(s)).

- 1. A. Under California law (Civil Code §1102, et seq.) most Sellers of real property containing 1-4 residential units are required to provide prospective Buyers with a completed Real Estate Transfer Disclosure Statement ("TDS").
B. Under Civil Code §§ 1101.4 and 1101.5, non-compliant plumbing fixtures in any single family or multi-family residential real property built before January 1, 1994 shall be replaced by the Property owner with water-conserving plumbing fixtures.

2. THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS DISCLOSURE STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR ANY AGENT(S) AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN. A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF SELLER OR BUYER DESIRE LEGAL ADVICE, CONSULT AN ATTORNEY.

3. Are you (Seller) aware of any of the following? (Explain any "yes" answers below.)

- A. Within the last 3 years, the death of an occupant of the Property upon the Property [X] Yes [] No
B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) [] Yes [X] No
C. The release of an illegal controlled substance on or beneath the Property [] Yes [X] No
D. Whether the Property is located in or adjacent to an "industrial use" zone [] Yes [X] No
E. Whether the Property is affected by a nuisance created by an "industrial use" zone [] Yes [X] No
F. Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) [] Yes [X] No
G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision [] Yes [X] No
H. Insurance claims affecting the Property within the past 5 years [] Yes [X] No
I. Matters affecting title of the Property [] Yes [X] No
J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 [] Yes [X] No
K. Any other material facts or defects affecting the Property, or material documents in Seller's possession affecting the Property, not otherwise disclosed to Buyer [] Yes [X] No

Explanation, or (if checked) see attached;
[] Yes [X] No

Seller represents that the information herein is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a Copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.

Seller [Signature] Date 4/30/2024 15:46 AM PDT
39C789B109E94EF...
Seller Date

By signing below, Buyer acknowledges Buyer has received, read, and understands this Exempt Seller Disclosure form.

Buyer Date
Buyer Date

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ESD REVISED 6/23 (PAGE 1 OF 1)





REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR SELLER REPRESENTATIVES) (C.A.R. Form RCSD-S, Revised 6/23)

This form is not an assignment. It should not be used to add new parties after a contract has been formed. The purpose of this form is to identify who the principal is in the transaction and who has authority to sign documents on behalf of the principal.

The disclosure in this form supersedes any Legally Authorized Signer representation or Representative Capacity Signature Disclosure made in the Agreement specified below or on separate form. This is a disclosure to the Purchase Agreement, OR Listing Agreement, Other dated for the property known as 4941 Nagle Avenue, Los Angeles, CA 91423 between Buyer, Listing Broker, Other Seller.

Buyer and Seller are referred to as the Parties. If a trust, in the blank line above identify Seller as the trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3.). Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Seller.

- 1. A. TRUST: (1) The Property is held in trust pursuant to a trust document, titled (Full name of trust): dated (2) The person(s) signing below is/are Sole/Co/Successor Trustee(s) of the Trust. B. ENTITY: Seller is a Corporation, Limited Liability Company, Partnership Other: which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf. An authorizing resolution of the applicable body of the entity described above is is not attached. C. POWER OF ATTORNEY: Seller (Principal) has authorized the person(s) signing below (Attorney-In-Fact, Power of Attorney or POA) to act on his/her behalf pursuant to a General Power of Attorney (Specific Power of Attorney for the Property), dated. This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used. D. ESTATE: (1) Seller is an estate, conservatorship, or guardianship, identified by Superior Court Case name as Estate of Marcia Joan Goldstein, Case #24STPB02404. (2) The person(s) signing below is/are court approved representatives (whether designated as Sole or Co-Executor, Administrator, Conservator, Guardian) of the estate, conservatorship or guardianship identified above.

2. Seller's Representative represents that the trust, entity or power of attorney for which that Party is acting already exists.

Seller DocuSigned by:

By Geoffrey S Galat Date: 4/30/2024 1 5:46 AM PDT (Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor) (Print Representative Name) Title: Administrator

By Date: (Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor) (Print Representative Name) Title:

Acknowledgement of Receipt by Other Party:

Buyer/Broker/Other Date: Buyer/Broker/Other Date:

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RCSD-S REVISED 6/23 (PAGE 1 OF 1)

REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (RCSD-S PAGE 1 OF 1)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): Jesse E. Cahill (SBN 227154); Lauren E. Sims (SBN 286676) Ventura Coast Law LLP 2545 W. Hillcrest Drive, Suite 215 Thousand Oaks California 91320	TELEPHONE AND FAX NOS.: (805) 947-4790 (805) 232-4111	FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 4/19/2024 3:05 PM David W. Slayton, Executive Officer/Clerk of Court, By A. Smith, Deputy Clerk
ATTORNEY FOR (Name): Geoffrey S. Galat		Pursuant to Government Code 68150(g) any order signed or verified by computer shall have the same validity and legal force and effect as paper documents.
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Stanley Mosk Courthouse		
ESTATE OF (Name): MARCIA JOAN GOLDSTEIN aka MARCIA J. GOLDSTEIN aka MARCIA GOLDSTEIN DECEDENT		
LETTERS <input type="checkbox"/> TESTAMENTARY <input checked="" type="checkbox"/> OF ADMINISTRATION <input type="checkbox"/> OF ADMINISTRATION WITH WILL ANNEXED <input type="checkbox"/> SPECIAL ADMINISTRATION		CASE NUMBER: 24STPB02404

- LETTERS**
1. The last will of the decedent named above having been proved, the court appoints (name):
 - a. executor.
 - b. administrator with will annexed.
 2. The court appoints (name):
Geoffrey S. Galat
 - a. administrator of the decedent's estate.
 - b. special administrator of decedent's estate
 - (1) with the special powers specified in the *Order for Probate*.
 - (2) with the powers of a general administrator.
 - (3) letters will expire on (date):
 3. The personal representative is authorized to administer the estate under the Independent Administration of Estates Act with full authority with limited authority (no authority, without court supervision, to (1) sell or exchange real property or (2) grant an option to purchase real property or (3) borrow money with the loan secured by an encumbrance upon real property).
 4. The personal representative is not authorized to take possession of money or any other property without a specific court order.

- AFFIRMATION**
1. PUBLIC ADMINISTRATOR: No affirmation required (Prob. Code, § 7621(c)).
 2. INDIVIDUAL: I solemnly affirm that I will perform the duties of personal representative according to law.
 3. INSTITUTIONAL FIDUCIARY (name):
I solemnly affirm that the institution will perform the duties of personal representative according to law. I make this affirmation for myself as an individual and on behalf of the institution as an officer. (Name and title):
 4. Executed on (date): **February 28, 2024**
 at (place): **Thousand Oaks**, California.


 (SIGNATURE)

CERTIFICATION


I certify that this document is a correct copy of the original on file in my office and the letters issued the personal representative appointed above have not been revoked, annulled, or set aside, and are still in full force and effect.

WITNESS, clerk of the court, with seal of the court affixed.



Date: **4/19/2024**

Clerk, by



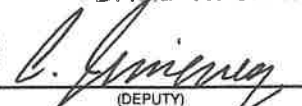
(DEPUTY)

A. Smith



Date: **APR 24 2024**

Clerk, by **DAVID W. SLAYTON**



(DEPUTY)

C. JIMENEZ