



EXCLUSIVE LISTING AGREEMENT

David Kim, Robia Kim _____ (“Seller”) and COLDWELL BANKER REALTY (“Seller’s Broker”) enter into this Exclusive Listing Agreement (“Agreement”) regarding the real property located in the County of Los Angeles, California described as 472 29th Street Manhattan Beach, CA 90266 (“Property”) on the date that all Parties have signed it (“Effective Date”). Seller and Seller’s Broker are at times referred to herein as the “Parties” or each as a “Party.” The Parties agree as follows:

1. **EXCLUSIVE LISTING.** Beginning on the Effective Date and terminating at 11:59 P.M. on April 15, 2025 (not to exceed two (2) years for residential property not owned by a corporation, partnership, or LLC), unless earlier terminated in writing as provided below (“Listing Period”), Seller’s Broker will have the irrevocable and exclusive right to represent Seller in connection with Seller’s efforts to sell the Property. As used in this Agreement, the terms “sell(s)” and “sale(s)” include Seller entering into a contract to sell, exchange, and/or grant an option to purchase the Property (each a “Purchase and Sale Contract”), or Seller otherwise transferring an ownership interest in it.
2. **LIST PRICE.** This Agreement establishes an initial list price of \$4,595,000.00 (“List Price”) at which Seller’s Broker will market and Seller will offer the Property for sale. Seller has the options, in their sole discretion: to direct Seller’s Broker to modify the List Price in future marketing; and to enter into a Purchase and Sale Contract on any price and terms that are acceptable to Seller. The Parties will market and offer the Property for sale in compliance with federal, state, and local equal/fair housing anti-discrimination laws.
3. **SELLER AGREEMENT TO AGENCY RELATIONSHIPS AND SELLER’S BROKER’S OBLIGATIONS.** The Parties agree that Seller’s Broker shall diligently exercise reasonable skill and care to achieve the purpose of this Agreement and that Seller’s Broker’s and its affiliated agent’s respective duties to Seller are limited to the applicable descriptions within the “Disclosure Regarding Real Estate Agency Relationship” form that Seller acknowledges receipt of. Seller’s Broker is not a qualified professional concerning technical advice regarding the physical condition of Property, nor in other areas of expertise, such as the law, insurance, tax, financing, construction, surveying, structural conditions, septic, well, hazardous materials, or engineering. Seller shall hire and rely upon qualified professionals for such matters.

Seller acknowledges receipt of an advisory titled “Possible Representation of More than One Buyer or Seller – Disclosure and Consent,” and that Seller’s Broker may have listings on other properties and may represent potential buyers of the Property or other properties at any time during the Listing Period. It may be appropriate for Seller’s Broker to serve as a “dual agent” for both Seller and Buyer, in which case Seller’s Broker would also qualify as Buyer’s Broker. As used in this Agreement, the term “Buyer” means the buyer(s) who closes escrow under a Purchase and Sale Contract with Seller, “Buyer’s Broker” means the broker representing the Buyer of the Property, and “closing” and “close of escrow” mean the closing of the Purchase and Sale Contract or other completion of any sale. As described further in the “Disclosure Regarding Real Estate Agency Relationship” form, Seller understands that a dual agent may not, without the express permission of the affected party, disclose to the other party confidential information, including but not limited to facts related to either Buyer’s or Seller’s financial position, motivations, bargaining position, or other personal information that may impact price. Seller authorizes and consents to Seller’s Broker serving as a dual agent for any potential buyer and/or the Buyer.

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 the Parties and others.

4. **SELLER’S PAYMENT(S) TO SELLER’S BROKER.** If Seller sells the Property during the Listing Period, in exchange for Seller’s Broker’s services to Seller under this Agreement, Seller agrees to pay Seller’s Broker, irrespective of agency relationship(s), a commission of 2.5 % of the total Purchase and Sale Contract price (“Commission”). Seller will not owe the Commission until the close of escrow.

If any of the following events occurs during the Listing Period without Seller’s Broker’s advance written consent, Seller owes the Commission to Seller’s Broker immediately upon the referenced event: Seller withdraws the Property from the market; Seller conveys an ownership interest in the Property or otherwise prevents Broker’s performance under this Agreement; or Seller breaches the Purchase and Sale Contract and prevents Buyer from closing escrow.

If the Property does not sell during the Listing Period, Seller will owe Seller's Broker the Commission described above immediately upon the closing of any subsequent sale, if within 0 days (180 days if blank; not to exceed 180 days) after any type of termination of this Agreement, Seller transfers an interest in the Property to anyone (or their affiliated person or entity) who, during the Listing Period, expressed any interest in a sale or other transfer of any ownership interest in the Property. However, no such Commission payment is due unless, no later than 7 days after any termination of this Agreement, Broker identifies any such person or entity (except affiliates) by name(s) and/or other identifier(s) in a writing transmitted to Seller by any means.

If Buyer is not working with a buyer's broker and Buyer remains unrepresented through the Close of Escrow, Seller agrees to pay Seller's Broker at Close of Escrow, in addition to the Commission described above, 0 % of the total Purchase and Sale Contract price or \$ _____ (the "Additional Commission"), for additional services rendered for Seller's direct benefit.

5. SELLER'S PAYMENT TO THE BUYER'S BROKER. Seller authorizes Seller's Broker to convey to others that, subject to the terms of Seller's written agreement with Buyer and/or Buyer's Broker, Seller agrees to pay to Buyer's Broker directly a Commission totaling 2.5 % of the total Purchase and Sale Contract price ("**Buyer's Broker Commission**"). The Buyer's Broker Commission will not be paid out of the separate Commission and/or Additional Commission amount(s) that Seller pays to Seller's Broker. Seller shall pay the Buyer's Broker Commission at the close of escrow directly to Buyer's Broker in the way described by Seller's written agreement with Buyer and/or Buyer's Broker, unless Seller's Broker qualifies as Buyer's Broker, in which case this Agreement applies. Seller acknowledges that offering compensation to Buyer's Broker is not required.

6. ESCROW INSTRUCTIONS: Seller irrevocably assigns to Coldwell Banker Realty from Seller's funds in escrow the Commission, any Additional Commission, and any Buyer's Broker Commission, as applicable under Paragraphs 4 and/or 5 of this Agreement. This Agreement may be submitted to escrow as instructions to compensate Coldwell Banker Realty. Seller agrees to execute and deliver any further escrow instructions irrevocably assigning commission out of escrow.

7. SELLER REPRESENTATIONS. Seller represents that Seller owns the Property and/or has authority in the manner specified in Paragraph 16 of this Agreement to execute it and sell the Property. Seller also represents that no other person(s) or entity(ies), except as designated in Paragraph 16, have an ownership interest in title to the Property. Seller represents that they do not have any active controversies or listing agreement(s) regarding the Property with any other broker(s), nor any active Purchase and Sale Contract(s) with any buyer. If, in the 180 days before the Effective Date, Seller was represented by another broker, Seller must promptly provide to Seller's Broker copies of Seller's previous listing agreement(s), any paperwork terminating such previous agreement, and any lists of potential purchasers delivered by Seller's former broker(s)/agent(s) upon termination. When performing services under this Agreement, Seller understands and agrees that Seller's Broker is relying upon Seller's representations of Property information to Seller's Broker and/or anyone else.

8. MULTIPLE LISTING SERVICE. "MLS" means the CLAW/MLS organization (which is a local Multiple Listing Service). In the time provided under the MLS rules, Seller's Broker will use that MLS to market the Property to the MLS subscribers, such as other real estate brokers and their affiliated agents, unless Seller elects otherwise below. Those people/entities may operate websites that will publish information about the Property that Seller's Broker provides to the MLS. Seller acknowledges that, pursuant to MLS rules, Broker cannot mention Seller's interest in communicating a Buyer's Broker Commission offer in the MLS. However, Seller's interest will be otherwise marketed by Seller's Broker. Seller may elect to have the Property marketed in the MLS as "Coming Soon" where permitted. Seller acknowledges that, unless otherwise required by the MLS rules, during the "Coming Soon" period the Property (i) will be advertised and promoted in the MLS, (ii) may not be shown, and (iii) will automatically become "Active" in the MLS upon the expiration of the agreed upon number of days, at which time the Property will be advertised and promoted in accordance with this Agreement and may be shown.

If Checked , Seller elects to exclude the Property listing from the MLS for an amount of time identified on a separate form containing MLS exclusion instructions to Broker.

If Checked , Seller authorizes marketing the Property as "Coming Soon" for _____ days (not to exceed the period of time permitted by the MLS as identified on a separate MLS form).

If checked , Seller elects to opt-out of MLS-fed website advertising by Seller delivering a separate form to Broker within the number of days mandated by the MLS.

If checked , after reviewing and signing the MLS waiver form, Seller waives use of the MLS.

9. OTHER MARKETING. Seller’s Broker is authorized to install a For Sale/Sold sign on the Property and to market all fixtures and fittings attached to the Property, unless Seller elects otherwise below. Seller’s Broker’s marketing of the Property may include photographs, virtual tours, and other media depicting the exterior and interior of the Property. Seller agrees that Seller’s Broker, its affiliated agent(s), and any vendor(s) hired may photograph, video, and otherwise capture electronic or film images of the Property for Seller’s Broker’s website and other marketing materials, as well as the MLS. Seller agrees that such images are the property of Seller’s Broker, its affiliated agent(s), and/or any vendor(s) hired, and that any or all of those may use any such image for future business-related purposes. If Seller leases or otherwise uses items at the Property owned by another (such as solar panels), Seller must be prepared to provide to any prospective Buyer copies of lease or other documents describing Seller’s rights and obligations concerning those items, including whether Seller may assign those to a Buyer in relation to their Purchase and Sale Contract. If Seller cannot or does not want to assign any such item to a Buyer, Seller must inform Seller’s Broker of the specific item and Seller must work with the item owner to remove it from the Property before the close of escrow.

If checked Seller declines the installation of a Seller’s Broker For Sale/Sold sign on the Property.

If checked , Seller intends that the following fixtures, fittings, personal property, or other items be excluded from Seller’s Broker’s marketing efforts and the ultimate sale, with Seller understanding that only the separate Purchase and Sale contract between Seller and Buyer will ultimately determine which items are excluded or included in the sale, regardless of what Seller directs here: _____

10. ACCESS. Seller authorizes use of a keysafe/lock box provided by Seller’s Broker (that holds a Seller-provided Property key), unless otherwise elected below. Seller authorizes reasonable access to the Property to allow Seller’s Broker to market the Property, including open house(s) and Property showing(s) that will permit reasonable access by Broker and its affiliated agent(s), any potential Buyer’s broker and its affiliated agent(s), and any potential Buyers, authorized inspectors, appraisers, and vendors accompanied by those broker(s)/agent(s). Property visitors may take videos and photographs of the exterior and interior of the Property. Seller acknowledges that once a Property image is available on the internet, its use cannot be readily controlled. There is some risk from marketing and others accessing the Property. Seller should take reasonable steps to safeguard their valuables. Seller is advised to verify the existence of insurance, or obtain appropriate insurance through their own insurance agent to protect Seller’s personal property, real property, and personal financial interests while the Property is marketed. Seller’s Broker does not maintain insurance to protect Seller’s interests. Seller understands and agrees that Seller’s Broker is not responsible for any losses, damages, or claims regarding personal or real property and/or to persons arising out of or related to providing access to the Property. If Seller uses devices to record activities on the Property by audio, visual, or other means (such as, security cameras), Seller is advised to post clear notice(s) disclosing the existence of such recording devices before potential buyers, inspectors, and/or other persons visit. If people other than Seller occupy the Property, Seller is responsible for delivering any required notice(s) of entry to them and obtaining every occupant’s written permission for use of any keysafe/lockbox.

If checked , Seller declines the installation of a keysafe/lockbox on the Property.

11. BROKER MANAGER APPROVAL AND TERMINATION. A branch manager of Seller’s Broker may not approve of the terms and conditions of this Agreement negotiated between and signed by Seller and an agent(s) of Broker. After the Effective Date and at any time during the Listing Period, a Seller’s Broker branch manager may terminate this Agreement for any reason by causing written notice of Seller’s Broker’s unilateral termination decision to be delivered to Seller by any means. The Agreement may also be terminated mutually at any time by a writing signed by a Seller’s Broker branch manager and Seller.

12. INSUFFICIENT DISCLOSURES. Seller agrees to indemnify, defend, and hold Seller’s Broker, its employees, and its affiliated agent(s) harmless from all claims, disputes, litigation, judgments, and costs arising from any incorrect or incomplete

information about the Property’s condition (including but not limited to any dangerous and/or hidden conditions) and/or concerning Seller’s efforts to sell the Property, which Seller communicates to anyone, including but not limited to Seller’s Broker, Buyer, Buyer’s Broker or its agent(s), any vendor, and any Property visitor.

13. ATTORNEY’S FEES. In any action between Seller and Seller’s Broker relating to or arising out of this Agreement and/or the sale of the Property, each Party to this Agreement shall be responsible for their own attorney’s fees and costs.

14. COUNTERPARTS AND ELECTRONIC TRANSMISSION; MODIFICATION OR AMENDMENT; SUCCESSORS AND ASSIGNS. This Agreement, any modification, and any other related addenda may be executed in two or more counterparts, with any electronic signatures and/or electronic transmissions of a signed copy of this Agreement being considered the same as an original/delivery of an original. This Agreement may only be modified or otherwise amended in writing signed by all Parties. This Agreement is binding upon each Party’s respective successors and assigns.

15. ENTIRE AGREEMENT. This Agreement, any related addenda, and the above-referenced form documents contain the complete and exclusive statement of its terms; any and all prior or contemporaneous discussions, negotiations, representations, and agreements of the Parties, whether oral, written, expressed, or implied, that are not expressly set forth herein, are merged into and superseded by the terms of this Agreement.

16. LEGALLY AUTHORIZED SIGNER FOR SELLER. If any individual signing this Agreement, and any addenda or other documents related to it, is acting on any Seller’s behalf (a “Legally Authorized Signer”), that individual must deliver to Seller’s Broker proof of their authority to act for Seller within three (3) (or if checked, _____) business days of the Effective Date. By signing for any Seller below, each Legally Authorized Signer represents and warrants that all individuals who must sign on that Seller’s behalf have signed this Agreement and have authority to bind that Seller to the terms of this Agreement. Before signing this Agreement, the Legally Authorized Signer must select every applicable box below, which will indicate that their signature on this Agreement and any related transaction document is made solely on behalf of the person or entity Seller identified in the selected box(es) and not in that Signer’s individual capacity unless otherwise stated:

Title to the Property is held by a trustee(s) named _____ on behalf of a Trust(s) titled _____.

Seller has authorized _____ (“Attorney-In-Fact”) to act on behalf of Seller pursuant to a valid Power of Attorney dated _____, which enables the Attorney-In-Fact to buy and/or sell real estate on behalf of _____ (name of individual who has signed the Power of Attorney).

Seller is an estate, conservatorship or guardianship identified as _____ . The signer is legally authorized to act on behalf of that estate, conservatorship or guardianship..

Seller is an existing company, corporation, LLC or partnership identified as _____ . The signer is legally authorized to act on behalf of that existing entity.

By signing below, Seller acknowledges that Seller has read, understands, received a copy of, and agrees to all of the terms and conditions of this Exclusive Listing Agreement.

Seller: DocuSigned by: David Kim Date: 10/15/2024 | 10:47:06 AM PDT
DA18D1E243E4E4...

Seller Telephone Number(s): _____ Email/Address(es): _____

Seller: Signed by: Robia Kim Date: 10/15/2024 | 11:03:48 AM PDT
DC2588221DC40D...

Seller Telephone Number(s): _____ Email/Address(es): _____

Coldwell Banker Realty: Gabrielle Grande DocuSigned by: Gabrielle Grande Date: 10/15/2024 | 9:_____
8E98B84A37F848B...

Sales Associate License No.: 01990916