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CALIFORNIA ASSOCIATION OF REALTORS®

CANCELLATION OF LISTING

(C.A.R. Form COL, Revised 6/23)

Coldwell Banker ("Broker") has entered into a written Residential Listing Agreement (or, if checked, ☐ Lease Listing, ☐ Other _____) dated 02/11/2026 ("Listing"), with Lupoff Family Trust (Judith Lupoff, Trustee) ("Principal"), regarding the real property or manufactured home described as: 10030 Owensmouth Avenue #67, Chatsworth, CA 91311 ("Property"). Broker and Principal agree to cancel the Listing and terminate their agency relationship, duties and responsibilities with and to each other, subject to the terms and conditions specified below, if checked.

1. (A or B or Both may be checked) Principal agrees to pay Broker the amount of compensation specified in the Listing:
A. ☐ If, prior to the end of the Listing Period specified in the Listing or any extension, Principal enters into a contract to sell, convey, lease or otherwise transfer the Property;
OR B. ☐ If, within _____ Calendar Days after **(i)** this Cancellation Of Listing, or ☐ **(ii)** the Listing Period specified in the Listing, Principal enters into a contract to sell, convey, lease or otherwise transfer the Property to any person named below, or that person's related entity, who, after the commencement of the Listing and prior to this cancellation, **(i)** physically entered and was shown the Property by Broker or a cooperating broker, or **(ii)** submitted to Seller a signed, written offer to acquire, lease, exchange or obtain an option on the Property:

_____

_____

C. In the event of a transaction specified in A or B above, Broker has no obligation to represent Principal in such transaction.
D. Compensation is payable on close of escrow or, if completion of the transaction is prevented by default of Seller, on Seller's default.

2. ☐ Principal agrees, to pay Broker _____% of the listing, or if applicable, sales price, whichever is greater:
A. If: **(i)** prior to the end of the Listing Period specified in the Listing or any extension, Principal enters into a listing agreement for the sale or lease of the Property with another real estate broker; **and (ii)** Principal enters into a contract to sell, convey, lease or otherwise transfer the Property during the Listing Period specified in the Listing or any extension.
B. Principal agrees to notify the other real estate broker of the compensation obligation of this paragraph and to pay Broker such compensation upon close of escrow.
C. Compensation is payable on close of escrow or, if completion of the transaction is prevented by default of Seller, on Seller's default.

3. ☐ Principal agrees to pay Broker $ _____ , for out-of-pocket expenses, costs incurred and services rendered in marketing the Property prior to cancellation of the Listing.

4. ☒ Principal owes no compensation to Broker.

5. ☐ Other _____.

Other than as provided herein, Broker and Principal mutually release each other from all obligations under the Listing and from all claims, actions and demands that each may have against the other by reason of the Listing. However, Broker and Principal agree that the dispute resolution and attorney fees provisions of the Listing Agreement shall control any dispute arising out of this cancellation of Listing.

I acknowledge that I have read and understand this Cancellation of Listing and have received a copy.

Signed by:
Principal Lupoff Family Trust (Judith Lupoff, Trustee) Date 8/11/2026 | 9:01:50 PM PDT
3CD8C9B20170439...
Principal _____ Date _____

Real Estate Broker (Firm) Coldwell Banker DRE Lic # 00616212

By (Broker/Office Manager) _____ DRE Lic # _____ Date _____

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COLDWELL BANKER REALTY

EXCLUSIVE LISTING AGREEMENT

Lupoff Family Trust (Judith Lupoff, Trustee)

("**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 10030 Owensmouth Avenue #67, Chatsworth, CA 91311 2747-014-109 ("**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 Feb. 11, 20 27 (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 $ 499,000 ("**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 seller and broker.

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 __180_____ 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, ___1____% of the total Purchase and Sale Contract price or $_____ (the "**Additional Commission**"), for additional services rendered for Seller's direct benefit.

5. **ESCROW INSTRUCTIONS:** Seller irrevocably assigns to Coldwell Banker Realty from Seller's funds in escrow the Commission and any Additional Commission as applicable under Paragraph 4 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.

6. **SELLER REPRESENTATIONS.** Seller represents that Seller owns the Property and/or has authority in the manner specified in Paragraph 15 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 15, 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.

7. **MULTIPLE LISTING SERVICE.** "MLS" means the _____CRMLS/CLAW_____ 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 communicate any form of offer of compensation in the MLS. 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 [X], 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.

8. **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 [X], 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: All staging items

_____

_____.

9. 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 [X], Seller declines the installation of a keysafe/lockbox on the Property.

10. 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.

11. 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.

12. 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.

13. 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.

14. **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.

15. **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 Judith Lupoff on behalf of a Trust(s) titled Lupoff Family Trust.

☐ 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: Signed by: _____ Date: 8/11/2026 | 9:01:50 PM PDT
3CD8C9B20170439...
Lupoff Family Trust (Judith Lupoff, Trustee)

Seller Telephone Number(s): (818) 414-8561 Email/Address(es): akajoel@sbcglobal.net

Seller: _____ Date: _____

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

Coldwell Banker Realty: Nicole Nichols Date: 8/11/2026 | 12:39
FA544915242244F...
Nicole Nichols Holly Hatch

Sales Associate License No.: 01417053 | 01244574

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COLDWELL BANKER REALTY

AMENDMENT TO EXCLUSIVE LISTING AGREEMENT

Lupoff Family Trust (Judith Lupoff, Trustee) ("Seller") and Coldwell Banker Realty ("Broker") entered into an Exclusive Listing Agreement ("Agreement") dated August 10, 2026, in connection with the real property located at 10030 Owensmouth Avenue #67, Chatsworth, CA 91311

Seller and Broker hereby agree to amend the Agreement as follows (the "**Amendment(s)**"):

CHECK ALL APPLICABLE AMENDMENTS:

☐ **1. EXPIRATION DATE.** The Listing Period is extended and the termination date of the Agreement is changed to _____, 20 _____. Any extension shall not exceed one year from the effective date of this Amendment for residential property not owned by a corporation, partnership, or LLC.

☐ **2. LISTING PRICE.** The List Price is amended to: $_____.

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 seller and broker.

☐ **3. SELLER'S PAYMENT TO SELLER'S BROKER.** Paragraph 4 of the Agreement is amended to provide that Seller agrees to pay to Broker a flat fee in the amount of $_____ ("**Commission**").

☑ **4. OTHER TERMS**. The Agreement is amended to include the following terms and conditions:

Listing to be excluded from MLS pending authorization from homeowner

Commission to be 4% should listing agents represent buyer in purchase of property

Seller to pay $225 processing fee to Coldwell Banker

The terms and conditions of each Amendment identified above are hereby incorporated and included as part of the Agreement. To the extent an Amendment modifies or conflicts with any provisions of the Agreement, including all prior addenda or amendments, the Amendment shall control. All other terms of the Agreement, including all prior addenda, not modified by an Amendment(s) shall remain the same.

The Parties acknowledge that they have read and agree to all of the above terms and conditions. If a legally authorized signer for Seller, that person represents and warrants that all individuals who must sign on behalf of Seller have signed this Agreement and have authority to bind Seller to the terms and conditions of this Amendment.

Seller Signed by: 3CD8C9B20170439... Lupoff Family Trust (Judith Lupoff, Trustee) Date 8/11/2026 | 9:01:50 PM PDT

Seller _____ Date _____

Coldwell Banker Realty: DocuSigned by: Nicole Nichols FA544915242244F... Nicole Nichols Date 8/11/2026 | 12:39:04 PM PDT

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CALIFORNIA ASSOCIATION OF REALTORS®

ADDITIONAL AGENT ACKNOWLEDGEMENT
(C.A.R. Form AAA, Revised 6/26)

This is an addendum to the Purchase Agreement, OR ☐ Listing Agreement, ☐ Buyer Representation Agreement, ☐ Other _____ ("Agreement"), dated 08/10/2026, on property known as 10030 Owensmouth Avenue #67, Chatsworth, CA 91311 between _____ ("Buyer/Tenant/Broker") and Lupoff Family Trust (Judith Lupoff, Trustee) ("Seller/Housing Provider/Broker"). The term Housing Provider also includes Landlord or Rental Property Owner.

1. Check **ONE** box **ONLY**. If both **paragraphs 1A** and **1B** apply, use separate AAA forms for each.
A. ☒ Multiple Associate-Licensees working with Seller/Housing Provider;
OR B. ☐ Multiple Associate-Licensees working with Buyer/Tenant;

2. A. The real estate licensees named below are all conducting real estate licensed activity under the same Broker:
Real Estate Broker name: Coldwell Banker Realty
If applicable, Team Name: Holly and Chris Luxury Homes Group
B. The licensees below, and any licensee(s) listed in the Agreement (if not listed below), have entered into a separate written agreement to share responsibility and compensation for certain real estate licensed activity. The licensees have also informed Broker of, or have given Broker a copy of, that separate written agreement.
C. List ALL agents (list may include, but is not required to include, licensees named in the Agreement):
Agent Nicole Nichols DRE Lic # 01417053
Agent Holly Hatch DRE Lic # 01244574
Agent Chris Johnson DRE Lic # 01864346
Agent _____ DRE Lic # _____
Agent _____ DRE Lic # _____
☐ Additional Licensees: _____

3. All parties understand, acknowledge and agree that, wherever the name of any licensee above is indicated, in the Agreement or a related document, as a representative for the Buyer/Tenant or Seller/Housing Provider specified above, the other licensees shall also be deemed to be named.
Note: If this form is only being used to modify a Buyer Representation Agreement, neither the Seller nor the Seller's Broker need to sign below. If this form is only being used to modify a Listing Agreement, neither the Buyer nor the Buyer's Broker need to sign below.

By signing below, all parties acknowledge that each has received a copy of this Additional Agent Acknowledgement, and each has read, understands, and agrees to its terms.

Buyer/Tenant _____ Date _____
Buyer/Tenant _____ Date _____
Seller/Housing Provider Signed by: 3CD8C9B20170439... Lupoff Family Trust (Judith Lupoff, Trustee) Date 8/11/2026 | 9:01:50 PM
Seller/Housing Provider _____ Date _____

Buyer's Brokerage Firm _____ DRE Lic. # _____
By _____ DRE Lic. # _____ Date _____
Seller's Brokerage Firm _____ Coldwell Banker DRE Lic. # 00616212
By DocuSigned by: Nicole Nichols FA544915242244F... Nicole Nichols DRE Lic. # 01417053 Date 8/11/2026 | 12:39:04 PM

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CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/24)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code §§ 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:
To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.
To the Buyer and the Seller:
(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:
To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.
To the Buyer and the Seller:
(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:
(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of §§ 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.**

Note: Real estate broker commissions are not set by law and are fully negotiable.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

Buyer/Seller/Landlord/Tenant Signed by: 3CD8C9B20170439... *Lupoff Family Trust (Judith Lupoff, Trustee)* Date 8/11/2026 | 9:01:50 PM P

Buyer/Seller/Landlord/Tenant _____ Date _____

Agent DocuSigned by: *Coldwell Banker* DRE Lic. # *00616212*
Real Estate Broker (Firm)

By Nicole Nichols FA544915242244F... *Nicole Nichols* DRE Lic. # *01417053* Date 8/11/2026 | 12:39:04 PM
(Salesperson or Broker-Associate, if any)

CIVIL §§ 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and §§ 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with § 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with § 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes a vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with § 1940) of Title 5, (3) a mobilehome, as defined in § 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in § 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of § 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in § 18007 of the Health and Safety Code, or a mobilehome as defined in § 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in § 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to § 10131.6 of the Business and Professions Code. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of § 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(o)** "Buyer's agent" means an agent who represents a buyer in a real property transaction. **(p)** "Buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of § 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.
2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in § 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in § 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable before execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.
2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to § 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.
2079.16 Reproduced on Page 1 of this AD form.
2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.
CONFIRMATION: **(c)** The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm _____DO NOT COMPLETE. SAMPLE ONLY_____ License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent _____DO NOT COMPLETE. SAMPLE ONLY_____ License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage _____DO NOT COMPLETE. SAMPLE ONLY_____ License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent _____DO NOT COMPLETE. SAMPLE ONLY_____ License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by § 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.
2079.18 (Repealed pursuant to AB-1289)
2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.
2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of § 2079.14 and § 2079.17 are complied with.
2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.
2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.
2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.
2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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CALIFORNIA ASSOCIATION OF REALTORS®

BROKER COMPENSATION ADVISORY

(C.A.R. Form BCA, Revised 6/25)

1. WHEN SELLERS LIST THEIR PROPERTY FOR SALE THROUGH A REAL ESTATE BROKER THEY AGREE TO PAY THE SELLER'S BROKER WHEN ESCROW CLOSES.

A. LISTING AGREEMENT COMPENSATION IS FULLY NEGOTIABLE: When a seller enters into a listing agreement with a broker, the seller authorizes the broker to find a buyer for the seller's property and agrees to pay the seller's broker if a buyer is found who purchases the property. Compensation amounts are not fixed by law and are fully negotiable between the seller and the seller's broker. When negotiating compensation, the parties may discuss factors such as the broker's expertise and experience, the type of broker services to be performed, and the broker's time and expenses, among other considerations.

B. OPTIONAL ADDITIONAL COMPENSATION IF BUYER IS UNREPRESENTED: A listing agreement may include optional additional compensation amounts owed to the seller's broker for situations where the broker takes on additional responsibilities or workload. Sometimes a buyer may not be working with nor want to be represented by a real estate broker. When that happens, the seller's broker is not required to represent the buyer, and the seller and seller's broker may decide that they do not want to create such a relationship. In those situations, the seller's broker is advised to use a Buyer Non-Agency (C.A.R. Form BNA) to inform the buyer that the seller's broker will be acting on behalf of the seller only, and not act as the buyer's agent, throughout the transaction. However, because the buyer is unrepresented, the seller's agent will inevitably have to do more work to facilitate the transaction. A seller may agree to compensate their broker for the additional work in such cases.

C. BROKER MAY REPRESENT BOTH BUYER AND SELLER; DUAL AGENCY: California law allows a brokerage company to represent both seller and buyer in a real estate transaction. At the time the agent, on behalf of a brokerage, obtains the signature of a seller on a listing agreement, the agent will not, in most cases, know who the eventual buyer will be for a seller's property. Similarly, at the time an agent, on behalf of a brokerage, obtains the signature of a buyer on a buyer representation agreement, the agent will not, in most cases, know who the eventual seller will be for a property the buyer wants to buy. Because many individual licensees may work through one brokerage company, and some individual licensees work with many buyers and sellers, there is a possibility that the same brokerage company will represent both buyer and seller in a transaction. If licensees working through broker represent both seller and buyer, broker is allowed to receive compensation from each, provided the seller and buyer are advised of the relationship and the total amount of compensation the broker will receive.

2. BROKER AGREEMENTS WITH BUYERS:

A. BUYER REPRESENTATION COMPENSATION IS FULLY NEGOTIABLE: When a buyer enters into a representation agreement with a broker, the buyer authorizes the broker to locate properties for the buyer to buy and agrees to pay the buyer's broker if a transaction is completed. Compensation amounts are not fixed by law and are fully negotiable. When negotiating compensation, the parties may discuss factors such as the broker's expertise and experience, the type of broker services to be performed, and the broker's time and expenses, among other considerations.

B. REQUIREMENT FOR WRITTEN AGREEMENTS: Pursuant to a nationwide class action settlement reached by the National Association of REALTORS® (NAR), participants in Multiple Listing Services are required to have a written agreement with a buyer prior to showing a buyer a residential property or giving a buyer a tour of such a property. The agreement must identify the amount of compensation to be paid to the broker for services provided and require that the broker cannot receive any compensation in excess of the amount specified in the agreement. Pursuant to a January 1, 2025 new law in California, all licensees must have a buyer representation agreement as soon as practicable upon acting as the buyer's agent, and it must include the amount of compensation, services to be rendered, when compensation is due, and the contract termination, which may not exceed three months.

C. ADVANTAGES OF WRITTEN AGREEMENTS: Buyers and their brokers benefit when the terms of their relationship and respective duties are in writing. A written agreement establishes clear, mutual expectations and helps avoid misunderstandings over the buyer and broker's duties and the amount of compensation the buyer's agent is to be paid.

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EQUAL HOUSING OPPORTUNITY

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3. WHEN ENLISTING A REAL ESTATE BROKER TO REPRESENT THEM, BUYERS AGREE TO PAY THE BUYER'S BROKER WHEN ESCROW CLOSES, BUT THE PERSON RESPONSIBLE FOR PAYMENT MAY BE NEGOTIATED IN THE TRANSACTION:

A. BUYER PAYS THE COMPENSATION PURSUANT TO A BUYER REPRESENTATION AGREEMENT: A buyer's broker may negotiate the amount of compensation directly with the Buyer and then document that agreement in a buyer representation agreement (C.A.R. Form BRBC or PSRA). The buyer then becomes contractually obligated to pay the broker by providing funds to escrow prior to the closing of a transaction.

B. SELLER PAYS THE COMPENSATION:

(1) **Buyer negotiates for Seller to Compensate Buyer's Broker:** A buyer may make a conditional offer to the seller by including a term in the purchase offer asking the seller to pay the buyer's broker if the buyer has already agreed to pay their own broker pursuant to a buyer representation agreement. If such a term is included in the purchase offer, the request will become one term among many that a seller may accept, reject, or negotiate by way of a counter offer. The possibility of asking the seller to pay the buyer's contractual compensation obligation option should be discussed when creating a buyer representation agreement and prior to an offer being made. Pursuant to the NAR Settlement (see **paragraph 2B**) **a buyer's broker is not permitted to receive compensation for services, from whatever source, that is greater than the amount in the buyer representation agreement.**

(2) **Buyer's Agent negotiates an agreement directly with Seller:** If a seller is unrepresented or does not have an exclusive agency relationship with another broker, a buyer's broker may approach that seller asking the seller to sign an agreement (C.A.R. Form SP, Single Party Compensation Agreement) to pay the buyer's broker. In this situation, the seller agrees to pay the buyer's broker compensation without necessarily creating an agency relationship with the broker. When that happens, the buyer's broker is advised to use a Seller Non-Agency (C.A.R. Form SNA) to inform the seller that the buyer's broker will be acting on behalf of the buyer only, and not act as the seller's agent, throughout the transaction. However, because the seller is unrepresented, the buyer's agent will inevitably have to do more work to facilitate the transaction, which may be factored into the negotiation of the single party compensation agreement.

C. CHANGING PRACTICE RELATED TO A SELLER'S BROKER'S OFFER OF COMPENSATION:

Historically, in California, many seller's brokers used a Multiple Listing Service (MLS) to make a unilateral offer to compensate a buyer's broker who procured a buyer for the seller's property. However, the nationwide NAR settlement prohibits the seller's broker from using an MLS to make such an offer of compensation. The California Association of REALTORS®' (C.A.R.) listing agreement forms no longer provide for such offers of cooperating broker compensation nor does C.A.R. include other forms in its library of forms that might facilitate such offers. Buyers and sellers must separately negotiate compensation with their respective brokers, as specified above.

By signing below, Seller or Buyer acknowledge that they have received a copy of this Broker Compensation Advisory, and they have read and understand its terms. Seller or Buyer acknowledges they have been advised of their various options regarding compensation to be paid to real estate brokers and that any written agreement they have signed with a seller's or buyer's broker reflects a mutual understanding.

Signed by:

Seller/Buyer _____ *Lupoff Family Trust (Judith Lupoff, Trustee)* Date 8/11/2026 | 9:01:50 PM PDT

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Seller/Buyer _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE INFORMATION ADVISORY
(FOR SELLERS)
(C.A.R. Form DIA, Revised 12/25)

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 received 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 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, conditions, 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 speculate about what was in the documents they cannot remember. But if the documents are known and available to you, you should use them to assist you in completing the Disclosures forms.
   - **D.** Allow yourself 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 closes.
   - **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 may have subparts. It is important to address each aspect of each question and to 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. Do 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 that are related to a neighbor's property (such as shared fences, lot-line debates) or that exist in the neighborhood (such as noise, smells, disputes with neighbors, or other nuisances).

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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 about 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 that the property has an amenity that the property actually 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 limits 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 or SPQ. If using 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. If you have significant information about the property, you should consider using the SPQ to help flesh out the requirement to disclose all material facts.

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), or 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 expected to be filed, regarding the property or the neighborhood (such as an HOA dispute), even if you believe 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, or inaccurate, or if changes occur 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 information to disclose, how to disclose it, or what changes need to be made to your Disclosure Forms, consult a qualified California real estate attorney. 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."**

By signing below, Seller acknowledges that they have received a copy of this Disclosure Information Advisory, and they have read and understand its terms.

Seller Signed by: 3CD8C9B20170439... *Lupoff Family Trust (Judith Lupoff, Trustee)* Date 8/11/2026 | 9:01:50

Seller _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   - **A.** FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   - **B.** CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   - **C.** CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   - **D.** AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   - **E.** OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any Arbitrary Characteristic or Intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
   - **A.** California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   - **B.** Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.

   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Landlords/Housing Providers
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Government housing services
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders
   - Appraisers

8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
   - **A.** Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of **(i)** actual or unconscious bias, and **(ii)** potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   - **B.** Refusing to rent **(i)** an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or **(ii)** a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
   - **A.** Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   - **B.** Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   - **C.** "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   - **D.** Making any statement or advertisement that indicates any preference, limitation, or discrimination;
   - **E.** Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);

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F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/ neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://calcivilrights.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC,* 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

Seller/Housing provider Signed by: 3CD8C9B20170439... *Lupoff Family Trust (Judith Lupoff, Trustee)* Date 8/11/2026 | 9:01:50 PM

Seller/Housing provider _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE AND CONSENT TO POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER, AND DUAL AGENCY IN A TRANSACTION

(C.A.R. Form PRBS, Reviewed 6/26)

1. **BROKER AGENCY RELATIONSHIP WITH MULTIPLE PRINCIPALS:** A real estate broker ("Brokerage"), whether a corporation, partnership or sole proprietorship, may legally represent more than one buyer or seller. This multiple representation can occur through a sole proprietor Brokerage; or through a salesperson or broker acting under the Brokerage's license ("Associate Licensee"). Associate Licensees under a Brokerage's license may be working out of the same or different office locations, and may or may not know one another. Clients of the Brokerage may have similar goals and may compete against each other for the same property or the same pool of prospective buyers. Some buyers and sellers prefer to work with individual, sole proprietor brokerages, some with brokerages that have multiple licensees, and others with large brokerage companies that have multiple offices and may have a regional, statewide or a national or international presence. Each has its own advantages. It is important for buyers and sellers to understand how the Brokerage representation of multiple buyers or sellers may impact them under various situations.
   - **A. MULTIPLE BUYERS:** Brokerage (individually or through any of its Associate Licensees) may work with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed by the Brokerage. Whether Brokerage is large or small, it is possible that one Associate-Licensee (agent 1) working with a buyer may not be aware that another Associate-Licensee (agent 2) is working with a different buyer who is interested in viewing or making an offer on the same property as agent 1's client, and vise-versa. Brokerage will not limit or restrict any buyer from making an offer on any specific property, whether or not the Brokerage represents other buyers interested in the same property.
   - **B. MULTIPLE SELLERS:** Brokerage (individually or through its Associate Licensees) may have listings on many properties at the same time. As a result, Brokerage will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Brokerage and some may not. Brokerage will market all listed properties to all prospective buyers, whether or not Brokerage has other listed properties that may appeal to the same prospective buyers.
   - **C. DUAL AGENCY IN A TRANSACTION:** California law allows a brokerage to represent both a buyer and a seller in a transaction (Civil Code § 2079 et seq.).
     - (1) **Brokerage Dual Agency:** If one Associate-Licensee from the Brokerage is working with a buyer and another Associate-Licensee from the same Brokerage is working with a seller on the same transaction, the Brokerage is considered a dual agent with fiduciary duties to both buyer and seller. In that situation, each individual Associate Licensee working on the transaction is also considered a dual agent having the same knowledge and responsibility as the Brokerage.
     - (2) **Single Agent Dual Agency:** Another form of dual agency occurs when an individual Associate-Licensee is working with both the buyer and seller in the same transaction. In that situation, both the Brokerage company and the individual Associate-Licensee are dual agents with fiduciary duties to each side of the transaction. There is no one approach to this situation. Some brokerages allow the single agent dual agent to continue to represent both parties, as that Associate-Licensee is the chosen agent of the principal. Some brokerages recommend that the broker or an office manager get involved if there is a dispute between the buyer and seller. Some brokerages will require that the broker or an office manager assist the Associate-Licensee with one principal or the other, even if the parties do not have a dispute. Whether one of these approaches, or another, is taken in a single agent dual agency will depend on the circumstances and the brokerage policy. Regardless of the approach, the Associate-Licensee and Brokerage shall conduct activity consistent with the terms in **paragraph 2C**.
2. **ACKNOWLEDGEMENT AND CONSENT:**
   - **A. OFFERS ARE NOT NECESSARILY CONFIDENTIAL:** Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer to other interested buyers and agents unless all parties and their agent have signed a written confidentiality agreement, (C.A.R. Form NDA). In the absence of a signed NDA, Buyer consents to such disclosure. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy, and the instructions of the seller.
   - **B. MULTIPLE BUYERS OR SELLERS:** If Seller is represented by Brokerage, Seller acknowledges that Brokerage may represent prospective buyers of Seller's property and consents to Brokerage acting as a dual agent for both Seller and buyer in that transaction. If Buyer is represented by Brokerage, Buyer acknowledges that Brokerage may represent sellers of property that Buyer is interested in acquiring and consents to Brokerage acting as a dual agent for both Buyer and seller with regard to that property.
   - **C. DUAL AGENCY IN A TRANSACTION:** In the event of dual agency, Seller and Buyer agree that: **(i)** a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered; and **(ii)** except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties. Seller and Buyer should discuss with a dual agent the details and parameters of this requirement. Seller and/or Buyer consents to allowing Brokerage to act as a dual agent in a transaction.

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By signing below, Buyer and/or Seller acknowledge that each has received a copy of this Disclosure and Consent to Possible Representation of More Than One Buyer or Seller, and Dual Agency in a Transaction, and each has read, understands, and agrees to its terms and consents to the agency possibilities disclosed.

Buyer _____ Date _____

Buyer _____ Date _____

Signed by:
3CD8C9B20170439...

Seller *Lupoff Family Trust (Judith Lupoff, Trustee)* Date 8/11/2026 | 9:01:5

Seller _____ Date _____

Buyer's Brokerage Firm _____ DRE Lic # _____

By _____ DRE Lic # _____ Date _____

Seller's Brokerage Firm *Coldwell Banker* DRE Lic # *00616212*

DocuSigned by:
Nicole Nichols
FA544915242244F...

By *Nicole Nichols* DRE Lic # *01417053* Date 8/11/2026 | 12:39

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CALIFORNIA ASSOCIATION OF REALTORS®

SELLER'S ADVISORY

(C.A.R. Form SA, Revised 6/26)

1. **INTRODUCTION:** Selling property in California is a process that involves many steps. From start to finish, it could take anywhere from a few weeks to many months, depending upon the condition of your Property, local market conditions and other factors. You have already taken an important first step by listing your Property for sale with a licensed real estate broker. Your broker will help guide you through the process and may refer you to other professionals, as needed. This advisory addresses many things you may need to think about and do as you market your Property. Some of these things are requirements imposed upon you, either by law or by the listing or sale contract. Others are simply practical matters that may arise during the process. Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.
2. **DISCLOSURES:**
   A. **GENERAL DISCLOSURE DUTIES:** You must affirmatively disclose to the buyer, in writing, all known facts that materially affect the value or desirability of your Property. You must disclose these facts whether or not asked about such matters by the buyer, any broker, or anyone else. This duty to disclose applies even if the buyer agrees to purchase your Property in its present condition without requiring you to make any repairs. If you do not know what or how to disclose, you should consult a real estate attorney in California of your choosing. Broker cannot advise you on the legal sufficiency of any disclosures you make. If the Property you are selling is a residence with one to four units except for certain subdivisions, your broker also has a duty to conduct a reasonably competent and diligent visual inspection of the accessible areas and to disclose to a buyer all adverse material facts that the inspection reveals. If your broker discovers something that could indicate a problem, your broker must advise the buyer.
   B. **STATUTORY DUTIES** (For one-to-four Residential Units):
      (1) You must timely prepare and deliver to the buyer, among other things, a Real Estate Transfer Disclosure Statement ("TDS"), and a Natural Hazard Disclosure Statement ("NHD"). You have a legal obligation to fill out the TDS form, in its entirety, honestly and completely. (Many local entities or organizations have their own supplement to the TDS that you may also be asked to complete.) The NHD is a statement indicating whether your Property is in certain designated flood, fire or earthquake/seismic hazard zones. Third-party professional companies can help you with this task. If your property is in a high or very high fire zone, and you have to complete the TDS, you will also be responsible for disclosing compliance with defensible space laws and, depending on the Property's age, may also have to disclose if the building itself has been hardened to protect it from catching fire.
      (2) Depending upon the age and type of construction of your Property, you may also be required to provide and, in certain cases you can receive limited legal protection by providing, the buyer with booklets entitled "The Homeowner's Guide to Earthquake Safety," "The Commercial Property Owner's Guide to Earthquake Safety," "Protect Your Family From Lead in Your Home," and "Environmental Hazards: A Guide For Homeowners and Buyers." Some of these booklets may be packaged together for your convenience. The earthquake guides ask you to answer specific questions about your Property's structure and preparedness for an earthquake. If you are required to supply the booklet about lead, you will also be required to disclose to the buyer any known lead-based paint and lead-based paint hazards on a separate form. The environmental hazards guide informs the buyer of common environmental hazards that may be found in properties.
      (3) If you know that your property is: **(i)** located within one mile of a former military ordnance location; or **(ii)** in or affected by a zone or district allowing manufacturing, commercial or airport use, you must disclose this to the buyer. You are also required to make a good faith effort to obtain and deliver to the buyer a disclosure notice from the appropriate local agency(ies) about any special tax levied on your Property pursuant to the Mello-Roos Community Facilities Act, the Improvement Bond Act of 1915, and a notice concerning the contractual assessment provided by § 5898.24 of the Streets And Highways Code (collectively, "Special Tax Disclosures").
      (4) If the TDS, NHD, or lead, fire hardening, defensible space, military ordnance, commercial zone or Special Tax Disclosures are provided to a buyer after you accept that buyer's offer, the buyer will have 3 days after delivery (or 5 days if mailed) to terminate the offer, which is why it is extremely important to complete these disclosures as soon as possible. There are certain exemptions from these statutory requirements; however, if you have actual knowledge of any of these items, you may still be required to make a disclosure as the items can be considered material facts.
   C. **DEATH AND OTHER DISCLOSURES:** Many buyers consider death on real property to be a material fact in the purchase of property. In some situations, it is advisable to disclose that a death occurred or the manner of death; however, California Civil Code § 1710.2 provides that you have no disclosure duty "where the death has occurred more than three years prior to the date the transferee offers to purchase, lease, or rent the real property, or [regardless of the date of occurrence] that an occupant of that property was afflicted with, or died from, Human T-Lymphotropic Virus Type III/Lymphadenopathy-Associated Virus." This law does not "immunize an owner or his or her agent from making an intentional misrepresentation in response to a direct inquiry from a transferee or a prospective transferee of real property, concerning deaths on the real property."
   D. **CONDOMINIUMS AND OTHER COMMON INTEREST SUBDIVISIONS:** If the Property is a condominium, townhouse, or other property in a common interest subdivision, you must provide to the buyer copies of the governing documents, the most recent financial statements distributed, and other documents required by law or contract. If you do not have a current version of these documents, you can request them from the management of your homeowners' association. To avoid delays, you are encouraged to obtain these documents as soon as possible, even if you have not yet entered into a purchase agreement to sell your Property.
3. **CONTRACT TERMS AND LEGAL REQUIREMENTS:**
   A. **CONTRACT TERMS AND CONDITIONS:** A buyer may request, as part of the contract for the sale of your Property, that you pay for repairs to the Property, buyer broker compensation, and other items. Your decision on whether or not to comply with a buyer's requests may affect your ability to sell your Property at a specified price. Should Seller agree to do so, Broker does not represent, nor will Broker confirm, that the amount specified is owed by buyer or the full amount will be used by buyer to pay for the specified purpose. In the absence of a separate agreement, Seller's contractual obligation to pay buyer's broker is independent of any obligation between buyer and a third party.
   B. **WITHHOLDING TAXES:** Under federal and California tax laws, a buyer is required to withhold a portion of the purchase price from your sale proceeds for tax purposes unless you sign an affidavit of non-foreign status and California residency, or some other exemption applies and is documented.
   C. **PROHIBITION AGAINST DISCRIMINATION:** Discriminatory conduct in the sale of real property against individuals belonging to legally protected classes is a violation of the law.

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EQUAL HOUSING OPPORTUNITY

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D. **GOVERNMENT REQUIRED REPAIRS, REPLACEMENTS AND ALTERATIONS:** Under State law, Property owners with limited exceptions, are required to: (1) Install operable smoke alarms and brace water heaters and provide a Buyer with a statement of compliance. Existing operable smoke alarms, that met compliance standards when installed, do not have to be removed even if not up to current legal requirements. Smoke alarms that are added or that replace older versions must comply with current law; and (2) install carbon monoxide detection devices. Some city and county governments may impose additional requirements, including, but not limited to, installing low-flow toilets and showerheads, gas shut-off valves, tempered glass, and barriers around swimming pools and spas. You should consult with the appropriate governmental agencies, inspectors, and other professionals to determine which requirements apply to your Property, the extent to which your Property complies with such requirements, and the costs, if any, of compliance.

E. **EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE PROGRAM (RRP):** The RRP requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The RRP at all times applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

F. **ALL CASH ENTITY BUYERS:** Under a Federal Law, if in force, a "Reporting Person" (typically the escrow or title company responsible for closing) is required to collect, and report to the U.S. Department of Treasury, certain information about the Buyer and Seller, when: **(i)** the property is a residential property with one to four units or vacant land intended to be improved with a residential dwelling with one to four units, **(ii)** the buyer is a legal entity or trust, and **(iii)** the buyer is making an all cash purchase or financing the purchase through a bank or other institution that does not have an independent money laundering reporting obligation.

G. **WHOLESALE BUYERS:** The Residential Purchase Agreement allows a buyer, within a set number of days, to assign all or part of buyer's rights to another person, with the seller's consent. A seller is allowed to withhold consent if the buyer is being paid by the other person for the assignment. Some buyers enter into a contract with the seller without any intention of purchasing the property themselves but instead as an investment that they intend to assign to another person prior to closing. If these "wholesale" buyers cannot find others willing to pay buyers an acceptable in exchange for taking buyers' place, buyers will often attempt to cancel or refuse to close escrow, whether or not buyers have legal or contractual grounds to do so. Sellers, who have lost time and the potential to sell to another buyer, often feel pressured to go along with extensions and other delays while the wholesale buyer looks for an investor to pay the buyer their desired fee. Indications that a buyer may be a wholesaler include **(i)** below market offers, **(ii)** buyer's offer indicating "or assignee" as purchaser, **(iii)** low deposit amount, **(iv)** purchasing in the name of an LLC, and **(v)** failure to provide proof of funds or take contractually required actions while searching for a buyer of their own.

G. **LEGAL, TAX AND OTHER IMPLICATIONS:** Selling your Property may have legal, tax, insurance, title or other implications. You should consult an appropriate professional for advice on these matters.

4. **MARKETING CONSIDERATIONS:**

A. **PRE-SALE INSPECTIONS AND CONSIDERATIONS:** You should consider doing what you can to prepare your Property for sale, such as correcting any defects or other problems, making cosmetic improvements, and staging. Many people are not aware of defects in or problems with their own Property. One way to make yourself aware is to obtain professional inspections prior to sale. Pre-sale inspections may include a general property inspection; an inspection for wood destroying pest and organisms (Structural Pest Control Report) and an inspection of the septic or well systems, if any, among others. By doing this, you then have an opportunity to make repairs before your Property is sold, which may enhance its marketability. Keep in mind, however, that any problems revealed by such inspection reports or repairs that have been made, should be disclosed to the buyer (see "Disclosures" in **paragraph 2** above). This is true even if the buyer gets their own inspections covering the same area. Obtaining inspection reports may also assist you during contract negotiations with the buyer. For example, if a Structural Pest Control Report has both a primary and secondary recommendation for clearance, you may want to specify in the purchase agreement those recommendations, if any, for which you are going to pay.

B. **OPEN HOUSE CONSIDERATIONS:** While holding an open house can be an effective way to attract buyers to a seller's home, doing so can present risks. No one can definitively know who will enter the home or for what purpose. The agent holding the open house will neither have the ability, at all times, to monitor the activity of every person coming to view your property nor to assess whether such visitors are entering the home intending to consider it for purchase or for some other reason. Some visitors will respect your real property, personal property, and possessions, while others may not do so. Read **paragraph 4D** for further information. You should discuss with your agent the benefits and risks of including open houses as part of the marketing strategy.

C. **POST-SALE PROTECTIONS:** It is often helpful to provide the buyer with, among other things, a home protection/warranty plan for the Property. These plans will generally cover problems, not deemed to be pre-existing, that occur after your sale is completed. In the event something goes wrong after the sale, and it is covered by the plan, the buyer may be able to resolve the concern by contacting the home protection company.

D. **SAFETY PRECAUTIONS:** Advertising and marketing your Property for sale, including, but not limited to, holding open houses, placing a keysafe/lockbox, erecting FOR SALE signs, and disseminating photographs, video tapes, and virtual tours of the premises, may jeopardize your personal safety and that of your Property. You are strongly encouraged to maintain insurance, and to take any and all possible precautions and safeguards to protect yourself, other occupants, visitors, your Property, and your belongings, including cash, jewelry, drugs, firearms and other valuables located on the Property, against injury, theft, loss, vandalism, damage, and other harm.

E. **EXPENSES:** You are advised that you, not the Broker, are responsible for the fees and costs, if any, to comply with your duties and obligations to the buyer of your Property.

5. **OTHER ITEMS:** _____

_____

By signing below, Seller acknowledges that they have received a copy of this Seller's Advisory, and they have read and understand its terms.

Signed by:

Seller _____ *Lupoff Family Trust (Judith Lupoff, Trustee)* Date 8/11/2026 | 9:01:5

3CD8C9B20170439...

Seller _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

SQUARE FOOTAGE AND LOT SIZE ADVISORY AND DISCLOSURE

(C.A.R. Form SFLS, Revised 12/24)

Property Address: *10030 Owensmouth Avenue #67, Chatsworth, CA 91311* ("Property")

1. **DIFFERENT SOURCES OF SQUARE FOOTAGE MEASUREMENTS:** Measurements of structures vary from source to source and that data is often contradictory. There is no one "official" size source or a "standard" method of calculating exterior structural size, interior space or square footage. Buyer should not rely on any advertised or disclosed square footage measurements and should retain their own experts to measure, as applicable, structure size and square footage during their investigation period, if any. This is especially important if Buyer is using square footage to determine whether to purchase the Property or are using price per square foot to determine purchase price. Price per square foot calculations are generally broad estimates only, which can vary greatly depending upon property location, type of property and amenities. Such calculations should not be relied upon by Buyer and the accuracy of any such figures should be independently verified by Buyer with their own experts including, but not limited to, a licensed appraiser.
2. **PROPERTY (LOT) SIZE, DIMENSIONS, CONFIGURATIONS, AND BOUNDARIES:** Fences, hedges, walls, retaining walls, and other barriers or markers may not correspond with any legally-defined property boundaries. Existing structures or amenities may not be located within the actual property boundaries or local setback requirements. If lot size, dimensions, property configurations, boundary lines, and locations of improvements are important to Buyer's decision to purchase or the price Buyer is willing to pay, then Buyer should independently investigate by retaining the services of a licensed surveyor, the only professional who can accurately determine lot dimensions, boundary locations and acreage for the Property.
3. **BROKER OBLIGATIONS:** Brokers and Agents do not have expertise in determining the exact square footage and lot size. Broker has not and will not verify the accuracy of any numerical statements regarding square footage, room dimensions, or lot size, or the location of boundaries.
4. **DISCLOSURE OF MEASUREMENTS AND SOURCES: Square footage and/or lot size numbers inserted into the spaces below, if any, were taken from the referenced source and may be approximations only. Other measurement sizes may exist from other sources.**

Source of Information	Sq. Footage	Lot Size	Additional Information	If checked, report attached
Public Record	*1,441 SqFt*	*175,852 SqFt*		☒
Multiple Listing Service				☐
Seller			Measurement comes from the following source:	
Appraisal #1				☐
Appraisal #2				☐
Condominium Map/Plan				☐
Architectural Drawings				☐
Floor Plan/Drawings				☐
Survey				☐
Other				☐
Other				☐

By signing below, Seller: (i) represents that Seller is not aware of any other measurements of the Property; and (ii) acknowledges that Seller has read, understands, and received a Copy of this Square Footage and Lot Size Advisory and Disclosure. Seller is encouraged to read it carefully.

Signed by:

Seller 3CD8C9B20170439... *Lupoff Family Trust (Judith Lupoff, Trustee)* Date 8/11/2026 | 9:01:50

Seller _____ Date _____

By signing below, Buyer acknowledges that Buyer has read, understands, and received a Copy of this Square Footage and Lot Size Advisory and Disclosure. Buyer is encouraged to read it carefully. IF NO INFORMATION IS PROVIDED AND/OR ANY OF THESE MEASUREMENTS ARE MATERIAL TO BUYER, BUYER IS STRONGLY ADVISED TO INVESTIGATE THE VALIDITY, ACCURACY, OR EXISTENCE OF ANY MEASUREMENTS PROVIDED HEREIN OR OTHERWISE. IF BUYER DOES NOT DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS AND AGENTS.

Buyer _____ Date _____

Buyer _____ Date _____

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COLDWELL BANKER REALTY

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: **Consumer**
From: **Coldwell Banker Realty**
Property: **If this form is being provided to you as the seller then this form refers to the property being sold. If this form is being provided to you as a buyer or prospective buyer then this form refers to any property that you may consider purchasing with the assistance of Coldwell Banker Realty.**

This is to give you notice that ("Broker"), has a business relationship with the providers listed in this disclosure form, and each may refer to you the services of another. Specifically, the ultimate parent entity of Broker, through its subsidiaries, owns 100% of Broker, 49.9% of OriginPoint LLC, 49.9% of Guaranteed Rate Affinity LLC, 10.2% of Ojo Labs, Inc., 40% of Concierge Auctions, 1.65% of Notarize, Inc., and 100% of the other providers listed below as well as the franchisors of the BETTER HOMES & GARDENS® REAL ESTATE, COLDWELL BANKER®, COLDWELL BANKER COMMERCIAL®, CENTURY 21®, CORCORAN®, ERA®, AND SOTHEBY'S INTERNATIONAL REALTY® franchise systems. Because of these relationships, the referral of a customer (including you) by any of these entities to another may provide the referring entity and/or its affiliates or employees with 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 providers as a condition for settlement of your loan on or purchase, sale or refinance of the subject 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.

COMPANIES	SETTLEMENT SERVICES	ESTIMATE OF CHARGES OR RANGE OF CHARGES
Guaranteed Rate Affinity LLC **OriginPoint LLC** Guaranteed Rate operates in the state of New York as GR Affinity, LLC in lieu of the legal name Guaranteed Rate Affinity, LLC. OriginPoint LLC operates in the state of California as OriginPoint Mortgage LLC in lieu of the legal name OriginPoint LLC.	Loan Products and Services	Origination Fees (Application, Commitment, Lender, Processing, Origination) $1,640.00 Discount Fees/Points 0% - 3% of loan amount Additional third-party fees may apply
Anywhere Insurance Agency, Inc. **International ProInsurance Solutions]**	Homeowner's Insurance Agency	$2.00 - $6.00 per thousand dollars of replacement cost of dwelling Homeowner's insurance policies typically range from $750-$5,000, but may exceed $40,000 depending upon product, coverage and other factors.
WEST COAST ESCROW COMPANY **FIRST CALIFORNIA ESCROW CORPORATION** **TERRA COASTAL ESCROW INC.** Provides handling of all details in transferring the property in accordance with the real estate contract.	Settlement/escrow fee Up to $300,000 home $300,001 to $500,000 home $500,001 to $999,999 home $1,000,000 and over home Document preparation/processing fee	 $850 to $1,250 per side $1,250 to $1,600 per side $1,600 to $2,850 per side Please call for quote $350 - $1,000

EQUITY TITLE COMPANY **PROGRESSIVE TITLE COMPANY, INC.** **CORNERSTONE TITLE COMPANY** Provides searches of public records that bring to your attention any known problems with the property's title before closing and issues the policy that insures against loss due to certain title defects.	Title Insurance Premium and/or Search and Title Fees	Purchase Transactions: Owners' Policy: Standard Coverage HOP* ALTA-Owner* $100,000 $729 $802 $912 $250,000 $1092 $1202 $1365 $500,000 $1571 $1729 $1964 $1,000,000 $2393 $2633 $2992 $1,500,000 $3023 $3326 $3779 Lenders Policy, if Simultaneous w/Owners $100,000 $498 $250,000 $657 $500,000 $996 $1,000,000 $1474 $1,500,000 $1737 Refinance Transactions: $100,000 $450-$729 $250,000 $550-$1092 $500,000 $925-$1571 $1,000,000 $1400-$2393 $1,500,000 $1700-$3023 *The Homeowners Policy (HOP) and ALTA Owners Policy provide expanded coverage
Cartus Corporation	Relocation, Assignment and Cooperative Real Estate Brokerage Services	The Cartus referral commission varies, but is generally paid to Cartus (a licensed real estate broker) by a real estate broker as a percentage (typically, 37.5% -42.5%) of the real estate broker's commission on a transaction side, plus $100, and may be shared by Cartus with other brokers.
Other Anywhere Advisors LLC, Real Estate Brokerage Companies and Other Franchisees	Anywhere Advisors LLC subsidiaries provide real estate brokerage services under Coldwell Banker, Corcoran and Sotheby's International Realty tradenames. Also note that in other markets, franchisees provide real estate brokerage services as franchisees of Better Homes & Gardens, Coldwell Banker, Coldwell Banker Commercial, Century 21, Corcoran, ERA and Sotheby's International Realty.	3 – 10% of sales price of the property depending on multiple factors including type of property, transaction side, services, region and transaction structure. However, commissions vary per agreement with each customer and may be negotiated, in whole or in part, as fixed amounts, such as a fixed amount in lieu of all or part of a percentage, or an amount such as $100 - $1000 in addition to a percentage. In addition, referral commissions vary, but are generally paid by a real estate broker as a percentage (approximately 25% - 50%) of the real estate broker's commission on a transaction side.

Anywhere Leads Services, Inc.	Broker Network Management and Referral Programs	The Anywhere Leads Services (ALS) referral commission varies but is generally paid to ALS (a licensed real estate broker) by a real estate broker as a percentage (typically, 37.5%-42.5%) of the real estate commission.
Ojo Labs, Inc.	Artificial Intelligence Technology For Real Estate Leads	The Ojo Labs (Ojo) referral commission will be paid to Ojo (a licensed real estate broker) by a real estate broker as a percentage (in this case, 17.5%) of the real estate broker's commission on a transaction side.
Concierge Auctions	Global luxury real estate auction marketplace.	Buyer's Premium:12% of either (a) the high bid for property at auction or (b) the purchase price of property sold outside of auction, in either case, not less than $200,000. Starting Bid Incentive: If applicable, can reduce the Buyer's Premium by 50%.
Notarize Inc Provides remote online notarization services.	Remote Notary Network Fee	$25-$100

In addition to the affiliated business relationships described above, Broker has a business arrangement with Assurant Home Warranty ("Assurant"). While Broker and Anywhere Advisors LLC, including their subsidiaries and affiliates, do not have any ownership interests in Assurant, they may receive fees from Assurant in return for their performance of services.

ACKNOWLEDGMENT

I/we have read this disclosure form and understand that Broker, Anywhere Advisors and the other providers listed in this disclosure form may refer me/us to purchase the above-described service(s) from one another, and that any such referrals may provide the referring entity and/or its affiliates or employees with a financial benefit as the result of any such referral.

Signed by:
3CD8C9B20170439...

8/11/2026 | 9:01:50 PM PDT

Seller Lupoff Family Trust (Judith Lupoff, Trustee) Date

Buyer Date

Seller Date

Buyer Date

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COLDWELL BANKER REALTY

PRIVACY NOTICE FOR COLDWELL BANKER REALTY CLIENTS

Coldwell Banker Realty ("**Coldwell**" "**we**," "**our**," or "**us**") is committed to privacy and to transparency in our information practices. This Privacy Notice for Clients (the "**Privacy Notice**" or "**Notice**") provides information about our collection and use of personal information related to our real estate brokerage and related services ("**Services**"). We may collect personal information directly from you, as well as from third parties, such as title or escrow companies, lenders or mortgage brokers, real estate agents, and other third parties. We use this information to provide the Services and may share this information with our affiliated companies and third-party business partners. This Privacy Notice supplements the information contained in our Privacy Policy, located at coldwellbankerhomes.com/privacy/.

Categories of Personal Information Collected

In general, Coldwell may collect or receive the following categories of personal information related to the Services, including related to actual and potential residential real estate transactions:

Category	Description
Identifiers	Such as real name, postal address, unique personal identifier, online identifier, internet protocol (IP) address, email address, SSN, driver's license number, passport number, or other similar identifiers.
Customer records	Paper and electronic customer records containing personal information, such as name, signature, SSN, address, telephone number, passport number, driver's license or state identification card number, insurance policy number (e.g., for home/title insurance), education, and employment, as well as sales information such as listing price and purchase price, or other financial information relating to the financing of a real estate transaction (as examples, information provided to an agent by a lender or mortgage broker; information related to the verification of a down payment typically required by a real estate purchase agreement or in the case of a cash purchase, proof of available funds to complete a contemplated transaction; or information provided to an agent when a "net sheet" is created).
Protected classifications under state or federal law	Such as citizenship or marital status, family status, medical condition, veteran or military status, age, or mental capacity (as sometimes issues of capacity arise in a real estate transaction).
Commercial information	Such as records of real property, products or services purchased, obtained, or considered, or other purchasing histories or tendencies, such as sales information, purchase price, listing price or contract terms other similar information that is received to facilitate a real property purchase transaction.
Internet or other similar network activity	Such as internet or other electronic network activity Information including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an Internet website, application, or advertisement.
Location information	Precise location information about a particular individual or device.
Audio, video, and other electronic data	Such as, CCTV footage, photographs, and call recordings, and other audio or visual data.
Employment information	Current or recent professional or employment-related information.
Education information	Information about education history and background.
Sensitive personal information	In limited circumstances, we may collect certain information considered to be sensitive personal information privacy laws, including Social Security number and tax ID; driver's license, state identification card, passport number, or other government identifier; financial account number and payment card data; and geolocation data. For example, in certain real estate transactions, a title company may be required to collect certain identifying information, such as social security numbers, driver's license numbers and/or passport numbers, per US Treasury department anti-money laundering rules where the buyer is an entity and purchasing without a bank loan. Our agents may assist in this process.
Inferences drawn from other personal information	Profile reflecting a person's preferences, characteristics, or attitudes, including lists of potential buyers or sellers ("lead lists").

Coldwell Banker Realty - Calabasas, 23647 Calabasas Road Calabasas CA 91302 Phone: **8188364114** Fax: **8182229979** **CB FORMS**
Chris Johnson
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Purposes for Our Collection, Use and Disclosure of Personal Information

Purpose	Description
Facilitating real estate transactions	In order to facilitate the purchase, sale or marketing of your property or to otherwise facilitate the completion of your real estate transaction.
Providing support and services	To communicate with clients and prospective clients relating to our Services; to respond to inquiries; and for other customer service and support purposes.
Analyzing and improving our business	To evaluate and improve our services and business operation; to conduct surveys, and other evaluations, such as customer satisfaction surveys; to prepare benchmarking reports and analyze market trends and comparable sales; and for other research and analytical purposes.
Personalizing content and experiences	To provide or recommend features, content, social connections, and referrals; tailor content we send or display on our Services; to offer location customization and personalized help and instructions; and to otherwise personalize your experiences.
Advertising, marketing and promotional purposes	To better target our ad and marketing campaigns; to evaluate, measure, and improve the effectiveness of our campaigns; to send you newsletters, offers, or other information we think may interest you; and to contact you about our services or information we think may interest you. However, we will not use Protected Classifications or Sensitive Personal Information for advertising or marketing purposes.
Securing and protecting our business	To protect and secure our business operations, assets, services, network and information and technology resources; to investigate, prevent, detect and take action regarding fraud, unauthorized access, situations involving potential threats to the rights or safety of any person or third party, or other unauthorized activities or misconduct.
Defending our legal rights	Including to manage and respond to actual and potential legal disputes and claims, and to otherwise establish, defend or protect our rights or interests, including in the context of anticipated or actual litigation with third parties.
Planning and facilitating business transactions	Related to any actual or contemplated merger, acquisition, asset sale or transfer, financing, bankruptcy or restructuring of all or part of our business.
Auditing, reporting, corporate governance, and internal operations	Including relating to financial, tax and accounting audits; audits and assessments of our operations, privacy, security and financial controls, risk, and compliance with legal obligations; our general business, accounting, record keeping and legal functions; and related to any actual or contemplated merger, acquisition, asset sale or transfer, financing, bankruptcy or restructuring of all or part of our business.
Complying with legal obligations	Including to comply with the law, our legal obligations and legal process, such warrants, subpoenas, court orders, and regulatory or law enforcement requests.

Retention. We will retain your personal information for the period necessary to fulfill the purposes outlined in this Privacy Policy or otherwise disclosed to you at the time of collection unless a longer retention period is required or permitted by law. We may retain personal information for longer where required by our (i) legal and regulatory obligations, (ii) business purposes, (iii) professional indemnity obligations, or (iv) where we believe it is necessary to establish, defend or protect our legal rights and interests or those of others.

Sales and sharing. Certain privacy laws define “sales” and “sharing” broadly to include disclosing or making available personal information to a third-party in exchange for monetary or other valuable consideration as well as disclosing or making available personal information to a third party for purposes of cross-context behavioral advertising. As broadly defined by applicable privacy laws, we may “sell” or “share”: (i) identifiers, usage data, customer records, commercial information and profiles with our affiliates and subsidiary companies (e.g., so that they may improve or enhance their own records, contact you about relevant products and services, and for other purposes); and (ii) identifiers, usage data and commercial information to ad networks, social media platforms and data analytics providers (e.g., in order to improve and measure our ad and marketing campaigns), as well as third party companies who may contact you about products and services. If you are a California resident, you may submit a “do not sell or share my personal information request” to us online; for more information about the right to opt out, please see our Privacy Policy (Section 17.B “California Residents” https://www.coldwellbankerhomes.com/privacy/#CaliforniaResidents).

If you are a resident of another U.S. state you may have additional rights under applicable privacy laws, such as *appeal rights* subject to certain limitations. For more information, please see our Privacy Policy Section 17.C.

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Your Rights

You may submit request to exercise your privacy rights to us as described below, including the following rights (as applicable):

- **Correction**: to correct inaccuracies in their personal information, taking into account the nature and purposes of the processing of the personal information.
- **Deletion**: to request deletion of their personal information provided to or obtained by us.
- **Access (right to know) and portability**: to confirm whether we are processing their personal information and to obtain a copy of their personal information in a portable and, to the extent technically feasible, readily usable format.
- **Opt-Out**: to opt out of certain types of processing, including:
  - to opt out of the "sale" of their personal information.
  - to opt out of targeted advertising and "sharing" by us.
  - to opt out of any processing of personal information for purposes of making decisions that produce legal or similarly significant effects.

You may submit a request to exercise your privacy rights via our online webform or via phone at (800) 250-1600 (toll free). You may also opt out of targeted advertising via one of our Websites, by clicking the "Cookie Settings" link on our website and turning off targeting (advertising) cookies. We will respond to your request as required under the applicable privacy law(s). *If we deny your request, you may appeal our decision by submitting a request through our webform.* For more information about your rights, including to opt out, please review our privacy policy at https://www.coldwellbankerhomes.com/privacy/.

If you are a California resident, please see our Privacy Policy (Section 17.B "California Residents" https://www.coldwellbankerhomes.com/privacy/#CaliforniaResidents) for information about your California privacy rights.

Contact Us: If you have any questions or concerns regarding our use of personal information as described in this Notice, please contact dataprivacy@anywhere.re.

This document is intended for Coldwell Banker Realty clients only. Each client hereby acknowledges that they have read, understood, and received a copy of this entire document:

Buyer/Tenant: _____ **Date:** _____

Buyer/Tenant: _____ **Date:** _____

Seller/Property Owner: Signed by: 3CD8C9B20170439... Lupoff Family Trust (Judith Lupoff, Trustee) **Date:** 8/11/2026 | 9:01:50 PM PDT

Seller/Property Owner: _____ **Date:** _____

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