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CALIFORNIA ASSOCIATION OF REALTORS®

EXEMPT SELLER DISCLOSURE

Use by Sellers Who Are Exempt From Completing a TDS, Or For Any Seller Who Does Not Provide a SPQ.
(C.A.R. Form ESD, Revised 6/26)

Seller makes the following disclosures with regard to the real property or manufactured home described as *3733 W 173rd St* _____, situated in *Torrance* (City), *Los Angeles* (County), California, *90504* (Zip Code), Assessor's Parcel No. _____("Property").

☐ This property is a duplex, triplex or fourplex or otherwise has additional dwelling units. An ESD is required for all units. This ESD is for all units (or ☐ only unit(s) _____).

1. **A.** Under California law (Civil Code §1102, et seq.) most Sellers of real property containing 1-4 residential units are required to provide prospective Buyers with a completed Real Estate Transfer Disclosure Statement ("TDS"). Certain Sellers are exempt from completing the TDS but not exempt from making other disclosures. Sellers who are not legally required to complete a TDS can use this form to make other required disclosures, including the disclosure of material facts of which they are aware.
   B. Under Civil Code §§ 1101.4 and 1101.5, non-compliant plumbing fixtures in any single family or multi-family residential real property built before January 1, 1994 shall be replaced, by the Property owner, with water-conserving plumbing fixtures.
   C. Even if Seller is exempt from completing a TDS, Seller may not be exempt from water heater and smoke detector compliance requirements. See C.A.R. Form WHS for more information.
2. **THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS DISCLOSURE STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR ANY AGENT(S) AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN. A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF SELLER OR BUYER DESIRE LEGAL ADVICE, CONSULT AN ATTORNEY.**
3. **Are you (Seller) aware of any of the following? (Explain any "yes" answers below.)**
   A. Within the last 3 years, the death of an occupant of the Property upon the Property ..... ☒ Yes ☐ No
   B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) ..... ☐ Yes ☒ No
   C. The release of an illegal controlled substance on or beneath the Property ..... ☐ Yes ☒ No
   D. Whether the Property is located in or adjacent to an "industrial use" zone ..... ☐ Yes ☒ No (In general, a zone or district allowing manufacturing, commercial or airport uses.)
   E. Whether the Property is affected by a nuisance created by an "industrial use" zone ..... ☐ Yes ☒ No
   F. Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) ..... ☐ Yes ☒ No
   G. Whether the Property is **(i)** a condominium or **(ii)** located in a planned unit development or **(iii)** other common interest subdivision ..... ☐ Yes ☒ No
   H. Insurance claims affecting the Property within the past 5 years ..... ☐ Yes ☒ No
   I. Matters affecting title of the Property ..... ☐ Yes ☒ No
   J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 .... ☐ Yes ☒ No
   K. Any other material facts or defects affecting the Property, or material documents in Seller's possession affecting the Property, not otherwise disclosed to Buyer ..... ☒ Yes ☐ No

   Explanation, or ☐ (if checked) see attached; *3.A: Owner died of natural causes in the property in 2026, of old age*
   3.K: Might need smoke detector or carbon monoxide detector if it's not already installed, driveway have some cracks in asphalt, bathroom floor vinyl worn/peeled up.

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

DocuSigned by:
Seller Dr. Jeff Auerbach, MCC *Jeffrey E Auerbach, Trustee* Date 11/4/2026
F14D170FD81B4E8...

Seller _____ Date _____

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

Buyer _____ Date _____

Buyer _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

WATER HEATER AND SMOKE ALARM STATEMENT OF COMPLIANCE

(C.A.R. Form WHSD, Revised 12/23)

Property Address: ***3733 W 173rd St, Torrance, CA 90504***

NOTE: For use only for REO sales with Exempt Seller Disclosure (ESD). A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

WATER HEATER STATEMENT OF COMPLIANCE

1. **STATE LAW:** California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion. "Water heater" means any standard water heater with a capacity of no more than 120 gallons for which a pre-engineered strapping kit is readily available. (Health and Safety Code § 19211d). Although not specifically stated, the statute requiring a statement of compliance does not appear to apply to a properly installed and bolted tankless water heater for the following reasons: There is no tank that can overturn; Pre-engineered strapping kits for such devices are not readily available; and Bolting already exists that would help avoid displacement or breakage in the event of an earthquake.
2. **LOCAL REQUIREMENTS:** Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable water heater bracing, anchoring or strapping requirements for your property.
3. **TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code § 19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development.
4. **CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code § 19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller Dr. Jeff Auerbach, MD *Melvin P Auerbach 2013 Trust* Date 11/4/2026

Seller F14D170FD81B4E8... Date

The undersigned hereby acknowledge(s) receipt of a copy of this document.

Buyer Date

Buyer Date

SMOKE ALARM STATEMENT OF COMPLIANCE

1. **STATE LAW:** California Law requires that **(i)** every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke alarm, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations (Health and Safety Code § 13113.8) and **(ii)** all used manufactured or mobilehomes have an operable smoke alarm in each sleeping room.
2. **LOCAL REQUIREMENTS:** Some local ordinances impose more stringent smoke alarm requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable smoke alarm requirements for your property.
3. **TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code § 13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke alarms. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development (HCD).
4. **EXCEPTIONS:** Generally, a written statement of smoke alarm compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.
5. **CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with the law by having operable smoke alarm(s) **(i)** approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations Health and Safety Code § 13113.8 or **(ii)** in compliance with Manufactured Housing Construction and Safety Act (Health and Safety Code § 18029.6) located in each sleeping room for used manufactured or mobilehomes as required by HCD and **(iii)** in accordance with applicable local ordinance(s).

Seller Dr. Jeff Auerbach, MD *Melvin P Auerbach 2013 Trust* Date 11/4/2026

Seller F14D170FD81B4E8... Date

The undersigned hereby acknowledge(s) receipt of a copy of this Water Heater and Smoke Alarm Statement of Compliance.

Buyer Date

Buyer Date

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EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

STATEWIDE BUYER AND SELLER ADVISORY

(This Form Does Not Replace Local Condition Disclosures. Additional Advisories or Disclosures May Be Attached)

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

BUYER RIGHTS AND DUTIES:

- The physical condition of the land and improvements being purchased are not guaranteed by Seller or Brokers.
- You should conduct thorough investigations of the Property both personally and with appropriate professionals.
- If professionals recommend further inspections, you should contact qualified experts to conduct such inspections.
- You should retain your own professionals even if Seller or Broker provided you with existing reports.
- You should read all written reports given to you and discuss those reports with the persons who prepared them. It is possible that different reports provided to you will contain conflicting information. If there are discrepancies between reports, disclosures, or other information, you are responsible for contacting appropriate professionals to confirm the accuracy or correctness of the reports, disclosures, or information.
- You have the right to request that the Seller make repairs or corrections or take other actions based on inspections or disclosures, but the Seller is not obligated to respond to you or to make any such repairs, corrections, or other requested actions.
- If the Seller is unwilling or unable to satisfy your requests, and you act within certain time periods, you may have the right to cancel the Agreement (the Purchase Agreement and any Counter Offer and Addenda together are the "Agreement"). If you cancel outside of these periods, you may be in breach of the Agreement, and your deposit might be at risk.

YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

SELLER RIGHTS AND DUTIES:

- You have a duty to disclose material facts known to you that affect the value or desirability of the Property.
- You are obligated to make the Property available to the Buyer and have utilities on for inspections as allowed by the Agreement.
- This form is not a substitute for completing a Real Estate Transfer Disclosure Statement, if required, and any other property-specific questionnaires or disclosures.

BROKER RIGHTS AND DUTIES:

- Brokers do not have expertise in all areas and matters affecting the Property or your evaluation of it.
- For most sales of residential properties with no more than four units, Brokers have a duty to make a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to you material facts or defects that the inspection reveals.
- Many defects and conditions may not be discoverable by a Broker's visual inspection.
- If Brokers give a referral to another professional, Brokers do not guarantee that person's performance. You may select any professional of your own choosing.
- If a Broker gives you reports or other documents, unless otherwise specified, it is possible that different reports provided to you contain conflicting information. Broker has not and will not verify or otherwise investigate the information contained therein.
- Any written agreement between a Broker and either Buyer or Seller or both establishes the rights and responsibilities of those parties.

LEGAL, TAX AND CONTRACT CONSIDERATIONS FOR BOTH BUYER AND SELLER:

- You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. You should contact a CPA or tax attorney to determine **(i)** the basis of the property for income tax purposes; and **(ii)** any calculations necessary to determine if a sale, and what price, would result in any capital gains taxes that may need to be reported to State and Federal taxing agencies. In addition, you should consult with the CPA or tax attorney regarding what factors affect how the property tax basis is determined. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange.
- The terms of the Agreement and any counter offers and addenda establish your rights and responsibilities to each other.

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Coastal Coordination, 23670 Hawthorne Blvd. #100 Torrance CA 90505 Phone: **3103753511** Fax: **3103756860** **3733 W 173rd St., Cris So**
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A. Investigation of Physical Conditions

A1. EASEMENTS, ACCESS AND ENCROACHMENTS: Buyer and Seller are advised that confirming the exact location of easements, shared or private driveways, or roadways, and encroachments on or to the Property may be possible only by conducting a survey. There may be unrecorded easements, access rights, encroachments, and other agreements affecting the Property that may not be disclosed by a survey. Representations regarding these items that are made in a Multiple Listing Service or advertisements, or plotted by a title company, are often approximations, or are based upon inaccurate or incomplete records. Unless otherwise specified by Broker in writing, Brokers have not verified any such matters or any representations made by Seller(s) or others. If Buyer wants further information, Buyer is advised, and Broker(s) recommend, that Buyer hire a licensed surveyor during Buyer's investigation contingency period. Brokers do not have expertise in this area.

EQUAL HOUSING OPPORTUNITY

A2. ENVIRONMENTAL HAZARDS: Buyer and Seller are advised that the presence of certain kinds of organisms, toxins, and contaminants, including, but not limited to, mold (airborne, toxic, or otherwise), fungi, mildew, lead-based paint and other lead contamination, asbestos, formaldehyde, radon, PCBs, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, or other materials may adversely affect the Property and the health of individuals who live on or work at the property as well as pets. Some municipalities may impose additional requirements regarding underground storage tanks, which may be more common in certain areas and cities throughout the State, especially where there are larger, older homes built before 1935. It is possible that these tanks, either now or in the future, may require inspections or abatement. If Buyer wants further information, Buyer is advised, and Broker(s) recommends, that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation. Not all inspectors are licensed, and licenses are not available for all types of inspection activities. Buyer is also advised to consult with appropriate experts regarding this topic during Buyer's investigation contingency period. Broker recommends that Buyer and Seller read the booklets titled, "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants," and "Protect Your Family From Lead In Your Home." Brokers do not have expertise in this area.

A3. FORMALDEHYDE: Formaldehyde is a substance known to the State of California to cause cancer. Exposure to formaldehyde may be caused by materials used in the construction of homes. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of select homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes that were tested. Formaldehyde is present in the air because it is emitted by a variety of building materials and home products used in construction. The materials include carpeting, pressed wood products, insulation, plastics, and glues. Most homes that have been tested elsewhere do contain formaldehyde, although the concentrations vary from home to home with no obvious explanation for the differences. One of the problems is that many suppliers of building materials and home products do not provide information on chemical ingredients to builders. Buyers may have further questions about these issues. Buyer is advised to consult with appropriate experts regarding this topic during Buyer's investigation contingency period. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants." Brokers do not have expertise in this area.

A4. GEOLOGIC HAZARDS: Buyer and Seller are advised that California has experienced earthquakes in the past, and there is always a potential of future earthquakes. Damage caused by an earthquake may not be discoverable by a visual inspection of Buyer(s) or Broker(s). Inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all structures and improvements on the Property. If the Property is a condominium, or is located in a planned unit development or in a common interest subdivision, Buyer is advised to contact the homeowners association about earthquake repairs and retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake repairs or retrofit work. Buyer is encouraged to obtain and read the booklet entitled, "The Homeowner's Guide to Earthquake Safety." In most cases, a questionnaire within the booklet must be completed by Seller and the entire booklet given to the Buyer if the Property was built prior to 1960. If the Property was built before 1975, and if it contains structures constructed of masonry or precast (tilt up) concrete walls, with wood frame floors or roof, or if the building has unreinforced masonry walls, then Seller must provide Buyer a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many areas have a wide range of geological problems and numerous studies have been made of these conditions. Some of this information is available for public review at city and county planning departments. Buyer is encouraged to review the public maps and reports and/or obtain a geologist's inspection report. Buyer may be able to obtain earthquake insurance to protect their interest in the Property. Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance naming Seller(s) as insured lien holder(s). Brokers do not have expertise in this area.

A5. INSPECTIONS: Buyer and Seller are advised that Buyer has the right to obtain various inspections of the Property under most residential purchase agreements. Buyer is advised to have the Property inspected by a professional property inspection service during Buyer's inspection contingency period. A licensed building contractor or other professional may perform these services. The inspector generally does not look behind walls or under carpets and does not take equipment apart. Certain items on the Property, such as chimneys and spark arresters, plumbing, heating, air conditioning, electrical wiring, pool and spa, septic system, well, roof, foundation, and structural items, may need to be inspected by another professional, such as a chimney sweep, plumber, electrician, pool and spa service, septic or well company, or roofer. A general physical inspection typically will not test for mold, wood destroying pests, lead- based paint, radon, asbestos and other environmental hazards, geologic conditions, age, remaining useful life or water-tightness of roof, cracks, leaks, or operational problems associated with a pool or spa or connection of the Property to a sewer system. If Buyer wants further information on any aspect of the Property, Broker recommends that Buyer have a discussion with the professional property inspector and that Buyer hire an appropriate professional to address Buyer's area of concern. Brokers do not verify the results of any such inspection or guarantee the performance of any such inspector or service. Any election by Buyer to waive the right to a physical inspection of the Property, or to rely on someone other than an appropriate professional, is against the advice of Brokers. Not all inspectors are licensed, and licenses are not available for all types of inspection activities. Brokers do not have expertise in these areas.

A6. MOLD: Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew, and other organisms, sometimes referred to as "toxic mold" (collectively "Mold"), may adversely affect the Property and the health of individuals who live on or work at the Property as well as pets. Mold does not affect all people the same way, and it may not affect some people at all. Mold may be caused by water leaks or other sources of moisture such as, but not

limited to, flooding, and leaks in windows, pipes, and roofing. Seller is advised to disclose the existence of any such conditions of which he or she is aware. Buyer should carefully review all of Seller's disclosures for any indication that any of these conditions exist. It is, however, possible that Mold may be hidden and that Seller is completely unaware of its existence. In addition, Mold is often undetectable from a visual inspection, a professional general property inspection, and even a structural pest control inspection. If Buyer wants further information, Broker recommends that Buyer have the Property tested for Mold by an environmental hygienist or other appropriate professional during Buyer's inspection contingency period. Not all inspectors are licensed, and licenses are not available for all types of inspection activities. Brokers do not have expertise in this area.

A7. PETS AND ANIMALS: Buyer and Seller are advised that the current or previous owner(s) may have had domesticated or other pets and animals at the Property. Odors from animal urine or other contamination may be dormant for long periods of time and then become active because of heat, humidity, or other factors, and they might not be eliminated by cleaning or replacing carpets or other cleaning methods. Pet urine and feces can also damage hardwood floors and other floor coverings. Additionally, an animal may have introduced fleas, ticks, and other pests that remain on the Property after the animal has been removed. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

A8. SEPTIC SYSTEMS: Buyer and Seller are advised that a Property may be served by one or more septic systems even though adjoining properties are connected to a sewer line. Buyer and Seller are also advised that some septic tanks and systems may have been abandoned or may have leaked into ground water sources. Buyer is advised to contact the appropriate government agency to verify that the Property is connected to a sewer or is served by a septic system. If the Property is served by a septic system, it may consist of a septic tank, cesspool, pits, leach lines, or a combination of such mechanisms (collectively "System"). No representation or warranty is made by Seller or Broker concerning the condition, operability, size, capacity, or future expansion of a System, nor whether a System is adequate for use by the intended occupants of the Property. A change in the number of occupants or the quantity, composition, or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall and ground water table may also affect the efficiency of the System. Many factors including, but not limited to, natural forces, age, deterioration of materials, and the load imposed on a System can cause the System to fail at any time. Broker recommends that Buyer obtain an independent evaluation of any System by a qualified sanitation professional during Buyer's inspection contingency period. Buyer should consult with their sanitation professional to determine if their report includes the tank only, or other additional components of the System such as pits and leach fields. Not all inspectors are licensed and licenses are not available for all types of inspection activities. In some cases, Buyer's lender as well as local government agencies may require System inspection. System-related maintenance costs may include, but not be limited to, locating, pumping, or providing outlets to ground level. Brokers are unable to advise Buyer or Seller regarding System-related issues or associated costs, which may be significant. If Buyer and Seller agree to obtain a System inspection, Buyer and Seller are cautioned that the inspection cost may include, but not be limited to, the costs of locating, pumping, or providing outlets to ground level. Brokers do not have expertise in this area.

A9. SOIL AND GEOLOGIC CONDITIONS: Buyer and Seller are advised that real estate in California is subject to settling, slippage, contraction, expansion, erosion, subsidence, earthquakes, and other land movement. The Property may be constructed on fill or improperly compacted soil and may have inadequate drainage capability. Any of these matters can cause structural problems to improvements on the Property. Civil or geo-technical engineers are best suited to evaluate soil stability, grading, drainage, and other soil conditions. Additionally, the Property may contain known or unknown mines, mills, caves, or wells. If Buyer wants further information, Broker recommends that Buyer hire an appropriate professional. Not all inspectors are licensed, and licenses are not available for all types of inspections. Brokers do not have expertise in this area.

A10. SQUARE FOOTAGE, LOT SIZE, BOUNDARIES AND SURVEYS: Buyer and Seller are advised that only an appraiser or land surveyor, as applicable, can reliably confirm square footage, lot size, Property corners, and exact boundaries of the Property. Representations regarding these items that are made in a Multiple Listing Service, advertisements, and from property tax assessor records are often approximations or are based upon inaccurate or incomplete records. Fences, hedges, walls, or other barriers may not represent actual boundary lines. Unless otherwise specified by Broker in writing, Brokers have not verified any such boundary lines or any representations made by Seller or others concerning square footage, lot size, Property corners, or exact boundaries. Standard title insurance does not insure the boundaries of the Property. If the exact square footage or lot size or location of Property corners or boundaries is an important consideration in Buyer's decision to purchase the Property and/or how much Buyer is willing to pay for the Property, then Buyer must independently conduct Buyer's own investigation through appropriate professionals, appraisers, or licensed surveyors and should rely solely on their data, recognizing that all measurements may not be consistent and that different sources may have different size assessments. Brokers do not have expertise in this area.

A11. WATER INTRUSION: Buyer and Seller are advised that many homes suffer from water intrusion or leakage. The causes of water intrusion are varied and can include defective construction, faulty grading, deterioration of building materials, and absence of waterproof barriers. Water intrusion can cause serious damage to the Property. This damage can consist of wood rot, mold, mildew, and even damage to the structural integrity of the Property. The cost of repairing and remediating water intrusion damage and its causes can be very significant. The existence and cause of water intrusion is often difficult to detect. Even if you, your Broker, or a general home inspector cannot visually observe any effects of water intrusion, Buyer and Seller should not assume that such intrusion does not exist. Broker recommends that Buyer have the Property inspected for water intrusion by an appropriate professional. Brokers do not have expertise in this area.

A12. WELL AND WATER SYSTEM(S): Buyer and Seller are advised that the Property may be served by one or more water wells, springs, or private community or public water systems. Any of these private or public water systems may contain bacteria, chemicals, minerals and metals, such as chromium. Well(s) may have been abandoned on the Property. Buyer is advised to have both the quality and the quantity of water evaluated, and to obtain an analysis of the quality of any domestic and agricultural water in use, or to be used at the Property, from whatever source. Water quality tests can include not only tests for bacteria, such as coliform, but also tests for organic and inorganic chemicals, metals, mineral content, and gross alpha testing for radioactivity. Broker recommends that Buyer consult with a licensed, qualified well and pump company and local government agency to determine whether any well/spring or water system will adequately serve Buyer's intended use and that Buyer have a well consultant perform an extended well output test for this purpose. Water well or spring capacity, quantity output and quality may change at any time. There are no guarantees as to the future water quality, quantity or duration of any well or spring. If Buyer wants further information, Broker(s) recommend that Buyer obtain an inspection of the condition, age, adequacy and performance of all components of the well/spring and any water system during Buyer's investigation contingency period. Brokers do not have expertise in this area.

A13. WOOD DESTROYING PESTS: Buyer and Seller are advised that the presence of, or conditions likely to lead to the presence of, infestation or infection of wood destroying pests and organisms may adversely affect the Property. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. If Buyer wants further information, Buyer is advised and Broker recommends that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation, by a registered structural pest control company during Buyer's investigation contingency period. Brokers do not have expertise in this area.

A14. FIRE HARDENING, DEFENSIBLE SPACE, AND WILDFIRE DISASTERS: California experiences wildfires that damage and destroy many properties. Several recent state laws have mandated disclosures by sellers when selling properties in certain identified zones, such as “high” or “very high” fire severity zones. Additionally, state law may require sellers to provide buyers with statements of compliance with local mandates if adopted by local agencies, or alternatively may require buyers to obtain statements of compliance after close of escrow. The Property may be located in a high or very high fire severity zone. This may impact the availability of insurance and the ability to build or rebuild structures on the Property. Additionally, there may be requirements that certain fire prevention steps may be mandated. Information on fire hardening, including current building standards and information on minimum annual vegetation management standards to protect homes from wildfires, can be obtained on the internet website http://www.readyforwildfire.org.

Cal Fire has made available a “Fire Hazard Severity Zone Viewer” where you can input the Property address and determine which fire hazard zone, if any, that the Property is located in. The viewer is available at https://egis.fire.ca.gov/FHSZ/.

Below is a non-exhaustive list of potential resources provided as a starting point for Buyer/Lessee investigations and not as an endorsement or guarantee that any federal, state, county, city, or other resource will provide complete advice

- **A.** California Department of Insurance (“Wildfire Resource”) http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm; 1-800-927-4357
- **B.** Governor's Office of Emergency Services (“Cal OES”) California Wildfires Statewide Recovery Resources http://wildfirerecovery.org/
- **C.** California Department of Forestry and Fire (“Cal Fire”) http://fire.ca.gov/ and https://www.readyforwildfire.org/
- **D.** California Department of Transportation https://calsta.ca.gov/
- **E.** California Attorney General https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1

Brokers do not have expertise in this area.

A15. PRELIMINARY (TITLE) REPORT: A preliminary report is a document prepared by a title company which shows the conditions upon which the title company is willing to offer a policy of title insurance. However, a preliminary report is not an “abstract of title;” the title company does not conduct an exhaustive search of the title record and does not guarantee the condition of title. Nevertheless, the preliminary report documents many matters that have been recorded that can impact an owner's use of the property such as known easements, access rights, and encroachments and, if applicable, governing documents and restrictions for a homeowners' association (HOA). Among many other restrictions that may appear in the HOA documents are restrictions on the number and weight of pets that are allowed. A preliminary report may contain links to important documents referred to in the report. Broker recommends that Buyer review the preliminary report and any documents referenced by links and keep a printed or electronic copy of the preliminary report and documents referenced by link. Brokers also recommend that Buyer hire a qualified California real estate attorney to address any questions or concerns Buyer may have regarding title, the preliminary title report, or any matters addressed in this paragraph. Brokers do not have expertise in this area.

B. Property Use and Ownership

B1. ACCESSORY DWELLING UNITS: Accessory Dwelling Units (ADUs) are known by many names: granny flats, in-law units, backyard cottages, secondary units, and more. California has passed laws to promote the development of ADUs. Additional information about ADUs can be found at http://hcd.ca.gov/policy-research/AccessoryDwellingUnits.shtml. Buyer is advised to check with appropriate government agencies or third party professionals to verify permits and legal requirements and the effect of such requirements on current and future use and rentability of the Property, its development and size. Brokers do not have expertise in this area.

B2. BUILDING PERMITS, ZONING AND CODE COMPLIANCE: Buyer and Seller are advised that any structure on the Property, including the original structure and any addition, modification, remodel, or improvement, may have been built without permits, not according to building codes, or in violation of zoning laws. Further, even if such structure was built according to the then-existing code or zoning requirement, it may not be in compliance with current building standards or local zoning. It is also possible that local law may not permit structures that now exist to be rebuilt in the event of damage or destruction. Certain governmental agencies may require periodic inspections to occur in the future. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

B3. BUYER INTENDED FUTURE USE OF, AND MODIFICATIONS TO, THE PROPERTY: Buyer and Seller are advised that Seller's existing use of the Property may not be consistent with Buyer's intended use or any future use that Buyer makes of the Property, whether or not Buyer has any current plans to change the use. Buyer is advised to check with appropriate government agencies or third-party professionals to verify what legal requirements are needed to accommodate any change in use. In addition, neither Seller nor Broker make any representations as to what modifications Buyer can make to the Property after close of escrow as well as any cost factors associated with any such modifications. Buyer is advised to check with Buyer's own licensed contractor and other such professionals as well as with the appropriate government agencies to determine what modifications Buyer will be allowed to make after close of escrow. Brokers do not have expertise in this area.

B4. CALIFORNIA FAIR PLAN: Buyer and Seller are advised that insurance for certain hillside, oceanfront, and brush properties may be available only from the California Fair Plan. This may increase the cost of insurance for such properties, and coverage may be limited. Broker(s) recommend that Buyer consult with Buyer's own insurance agent during Buyer's inspection contingency period regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing of a California Fair Plan application. Brokers do not have expertise in this area.

B5. FUTURE REPAIRS, REPLACEMENTS AND REMODELS: Buyer and Seller are advised that replacement or repairs of certain systems or rebuilding or remodeling of all or a portion of the Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair, rebuild or remodel has occurred. Permit or code requirements or building standards may change after Close of Escrow, resulting in increasing costs to repair existing features. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

B6. HEATING VENTILATING AND AIR CONDITIONING SYSTEMS: Changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC): **(i)** Federal regulations now require manufacturers of HVAC units to produce only units meeting a new higher Seasonal Energy Efficiency Rating (SEER). This will likely impact repairs and replacements of existing HVAC units. State regulations now require that when installing or replacing HVAC units, with some exceptions, duct work must be tested for leaks. Duct work leaking more than 15 percent must be repaired to reduce leaks. The average existing duct work typically leaks 30 percent. More information is available at the California Energy Commission's website: https://www.energy.ca.gov/programs-and-topics/programs/home-energy-rating-system-hers-program. Home warranty policies may not cover such inspections or repairs, **(ii)** the phase out of the use of HCFC-22 (R-22 Freon) will have an impact on repairs and replacement of existing air conditioning units and heat pumps. The production and import of HCFC-22 ended January 1, 2020. Existing systems may continue to be used and HCFC-22 recovered and reclaimed or that was produced prior to 2020 can help meet the needs of existing systems, however, costs may rise. More information is available from the Environmental Protection Agency at https://www.epa.gov/sites/production/files/2018-08/documents/residential_air_conditioning_and_the_phaseout_of_hcfc-22__what_you_need_to_know.pdf and http://www.epa.gov/ozone/title6/phaseout/22phaseout.html, and **(iii)** New efficiency standards are also in place for water heaters. As a consequence, replacement water heaters will generally be larger than existing units and may not fit in the existing space. Additional venting and other modifications may be required as well. More information is available from the U.S. Department of Energy at http://www.eere.energy.gov/buildings/appliance_standards/product.aspx/productid/27. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's investigation contingency period. Brokers do not have expertise in this area.

B7. HISTORICAL DESIGNATION, COASTAL COMMISSION, ARCHITECTURAL, LANDSCAPE, AGRICULTURAL OR OPEN SPACE AND OTHER RESTRICTIONS ON BUILDINGS OR IMPROVEMENTS: Buyer and Seller are advised that the Property may be: **(i)** designated as a historical landmark, **(ii)** protected by a historical conservancy, **(iii)** subject to an architectural or landscaping review process, **(iv)** within the jurisdiction of the California Coastal Commission or other government agency, or **(v)** subject to a contract preserving use of all or part of the Property for agriculture or open space. If the Property is so designated or within the jurisdiction of any such, or similar, government agency, then there may be restrictions or requirements regarding Buyer's ability to develop, remove or trim trees or other landscaping, remodel, make improvements to and build on or rebuild the Property. Broker(s) recommend that Buyer satisfy him/herself during Buyer's investigation contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.

B8. INSURANCE, TITLE INSURANCE AND TITLE INSURANCE AFTER FORECLOSURE: Buyer and Seller are advised that Buyer may have difficulty obtaining insurance regarding the Property if there has been a prior insurance claim affecting the Property or made by Buyer but unrelated to the Property. Seller is required by C.A.R. Form RPA to disclose known insurance claims made during the past five years (C.A.R. Form SPQ or ESD). Sellers may not be aware of claims prior to their ownership. If Buyer wants further information, Broker(s) recommend that, during Buyer's inspection contingency period, Buyer conduct Buyer's own investigation for past claims. Buyer may need to obtain Seller's consent in order to have access to certain investigation reports. If the Property is a condominium or is located

in a planned unit development or other common interest subdivision, Buyer and Seller are advised to determine if the individual unit is covered by the Homeowner's Association Insurance and the type of insurance coverage that Buyer may purchase. Broker(s) recommend that Buyer consult Buyer's insurance agents during Buyer's inspection contingency period to determine the need, availability, and possibility of securing any and all forms of other insurance or coverage or any conditions imposed by insurer as a requirement of issuing insurance. Whether Buyer does any repairs to the Property during the escrow period, or Buyer takes possession prior to Close of Escrow, or Seller remains in possession after Close of Escrow, whether for a limited or extended period of time, Broker(s) recommend that Buyer and Seller each consult with their own insurance agent regarding insurance or coverage that could protect them in the transaction (including but not limited to: personal property, flood, earthquake, umbrella and renter's). Buyer and Seller are advised that traditional title insurance generally protects Buyer's title acquired through the sale of the Property. While all title insurance policies contain exclusions. as do all insurance policies, some title insurance policies contain exclusions for any liability arising from a previous foreclosure. This can occur when a short sale has occurred but the lender has mistakenly also proceeded with a foreclosure. Buyer is strongly advised to consult with a title insurer to satisfy themselves that the policy to be provided adequately protects their title to the Property against other possible claimants. Brokers do not have expertise in this area.

B9. LAND LEASE: Buyer and Seller are advised that certain developments are built on leased land. This means that: **(i)** Seller does not own the land, and unless Buyer has an agreement with the land owner, Buyer will not own the land upon close of escrow; (ii) the right to occupy the land will terminate at some point in time, (iii) the cost to lease the land may increase at some point in the future, and (iv) Buyer may not be able to obtain title insurance or may have to obtain a different type of title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.

B10. MARIJUANA, CANNABIS, AND METHAMPHETAMINE LABS: Buyer and Seller are advised that California law permits individual patients to cultivate, possess, and use marijuana for medical purposes. Furthermore, California law permits primary caregivers, lawfully organized cooperatives, and collectives to cultivate, distribute, and possess marijuana for medicinal purposes. California law also allows recreational use of marijuana for adults, as well as limited rights for individuals to grow and cultivate marijuana, and rights of others, subject to a licensing process, to grow, cultivate and distribute marijuana for recreational use. California's medical and recreational marijuana laws are in direct conflict with federal law, which recognizes no lawful use for marijuana and has no exemptions for medical use. Federal criminal penalties, some of which mandate prison time, remain in effect for the possession, cultivation, and distribution of marijuana. Buyer and Seller are strongly advised to seek legal counsel as to the legal risks and issues surrounding owning or purchasing a Property where medical or any other marijuana activity is taking place. Marijuana storage, cultivation, and processing carry the risk of causing mold, fungus or moisture damage to a Property; additionally, some properties where marijuana has been cultivated have had alterations to the structure or the electrical system which may not have been done to code or with permits and may affect the safety of the structure or the safe operation of the electrical system. Buyer is strongly advised to retain an environmental hygienist contractor and other appropriate professionals to inspect a Property where medical or any other marijuana activity has taken place. Broker recommends that Buyer and Seller involved with a Property where there is medical marijuana activity or where it may take place review the California Attorney General's Guidelines for the “Security and Non-Diversion of Marijuana Grown for Medical Use” https://oag.ca.gov/system/files/attachments/press-docs/MEDICINAL%20CANNABIS%20Guidelines.pdf and the U.S. Department of Justice memo regarding marijuana prosecutions at https://www.justice.gov/opa/press-release/file/1022196/download. Brokers do not have expertise in this area. While no state law permits the private production of methamphetamine, some properties have been the site of an illegal methamphetamine laboratory. State law imposes an obligation to notify occupants, a ban on occupying the Property, and clean up requirements when authorities identify a Property as being contaminated by methamphetamine. Buyer is advised that a Property where methamphetamine has been produced may pose a very serious health risk to occupants. Buyer is strongly advised to retain an environmental hygienist contractor or other appropriate professionals to inspect the Property if methamphetamine production is suspected to have taken place. Brokers do not have expertise in this area.

B11. OWNER'S TITLE INSURANCE: The Truth in Lending/RESPA integrated disclosure (TRID) established by the Consumer Financial Protection Bureau (CFPB) requires that lenders must tell borrowers that title insurance is “optional.” While obtaining an owner's policy of title insurance may be “optional”, it may be a contractual requirement as between Buyer and Seller. Furthermore, California Civil Code § 1057.6 requires that Buyers be provided with the following notice: “IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.”

Additionally, even the CFPB on its “ask CFPB” “What is owner's title insurance?” page advises “You may want to buy an owner's title insurance policy, which can help protect your financial interest in the home.” Moreover, not obtaining an owner's policy may increase the cost of the lender's policy (required by most lenders), possibly require the separate purchase of a preliminary title report, and may have an impact on the sale of the Property in the future.

Buyers who decide to opt out of obtaining an owner's title insurance policy are acting against the advice of Brokers as well as the advice provided in the California Civil Code § 1057.6 and by the CFPB. Brokers do not have expertise in this area.

B12. RENT AND EVICTION CONTROL LAWS AND ORDINANCES: Buyer and Seller are advised that California and some cities and counties impose or may impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property, the right of a landlord to terminate a tenancy and the

costs to do so, and the consequences of terminating a tenancy unlawfully. Even if property that is currently vacant was previously tenant occupied, the termination of that previous tenancy may affect a buyer's rights such as the legal use of the property and who may occupy the property in the future. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or a qualified California real estate attorney during Buyer's investigation contingency period. Brokers do not have expertise in this area.

B13. RETROFIT, BUILDING REQUIREMENTS, AND POINT OF SALE REQUIREMENTS: Buyer and Seller are advised that state and local Law may require **(i)** the installation of operable smoke detectors, sprinklers, or other fire suppression systems, **(ii)** bracing or strapping of water heaters, and **(iii)** upon sale completion of a corresponding written statement of compliance that is delivered to Buyer. Although not a point of sale or retrofit obligation, state law may require the property to have operable carbon monoxide detection devices. Additionally, some city and county governments may impose additional retrofit standards at time of sale including, but not limited to, installing or retrofitting low-flow toilets and showerheads, gas shut-off valves, fireplaces, and tempered glass. Further, there may be potential health impacts from air pollution caused from burning wood. Exposure to particulate matter from the smoke may cause short-term and long-term health effects. Buyers should consult with licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance. Brokers do not have expertise in this area.

B14. SHORT TERM RENTALS AND RESTRICTIONS: Buyer and Seller are advised that some cities, counties and Homeowner Associations (HOAs) do impose or may impose restrictions that limit or prohibit the right of the owner or occupant to rent out the Property for short periods of time (usually 30 Days or less). In short term rentals, as well as all rentals, Buyer and Seller are advised to seek assistance to ensure compliance with all fair housing laws and regulations. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's investigation contingency period. Brokers do not have expertise in this area.

B15. VIEWS: Buyer and Seller are advised that present views from the Property may be affected by future development or growth of trees and vegetation on adjacent properties and any other property within the line of sight of the Property. Brokers make no representation regarding the preservation of existing views. If Buyer wants further information, Broker(s) recommend that Buyer review covenants, conditions and restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's investigation contingency period. Brokers do not have expertise in this area.

B16. SWIMMING POOL, SECURITY AND SAFETY: Buyer and Seller are advised that state and local Law may require the installation of barriers, anti-entrapment grates, access alarms, self-latching mechanisms, pool covers, exit alarms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements. State law requires that new pools and spas be equipped with at least two of seven specified drowning prevention safety features. Home inspectors have a statutory obligation to perform a non-invasive physical examination of the pool area to identify which safety features are present. Brokers do not have expertise in this area.

B17. WATER SHORTAGES AND CONSERVATION: Buyer and Seller are advised that the Property may be located in an area that could experience water shortages. The policies of local water districts and the city or county in which the Property is located can result in the occurrence of any or all of the following: **(i)** limitations on the amount of water available to the Property, **(ii)** restrictions on the use of water, and **(iii)** an increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage. For further information, Broker recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property. If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.

B18. 1915 IMPROVEMENT BOND MELLO-ROOS COMMUNITY DISTRICT, AND OTHER ASSESSMENT DISTRICTS: Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915, a levy of a special tax pursuant to a Mello-Roos Community Facilities district, and/or a contractual assessment as provided in § 5898.24 of the Streets And Highways Code or other assessment districts. Seller is generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. If there is a question as to whether an existing bond or assessment will be prorated as of the close of escrow, or whether Seller will pay off the bond or assessment at close of escrow, Buyers are advised to discuss the matter with the appropriate entity and address the responsibility for payment in negotiations for the purchase agreement or amendment prior to removing contingencies. Some cities and other localities have begun, or have the intention to begin, the process of requiring the replacement of utility poles by requiring that utility lines be buried underground. These projects can result in special tax assessments and set-up costs that are imposed on individual property owners. Brokers do not have expertise in this area.

C. Off-Site and Neighborhood Conditions

C1. GOLF COURSE DISCLOSURES: Buyer and Seller are advised that if the Property is located adjacent to or near a golf course the following may apply: **(i)** Stray golf balls − Any residence near a golf course may be affected by errant golf

balls, resulting in personal injury or destruction to property. Golfers may attempt to trespass on adjacent property to retrieve golf balls even though the project restrictions may expressly prohibit such retrieval. **(ii)** Noise and lighting − The noise of lawn mowers irrigation systems and utility vehicles may create disturbances to homeowners. Maintenance operations may occur in the early morning hours. Residents living near the clubhouse may be affected by extra lighting, noise, and traffic. **(iii)** Pesticides and fertilizer use − A golf course may be heavily fertilized, as well as subjected to other chemicals during certain periods of the year. **(iv)** Irrigation system − Golf course sprinkler systems may cause water overspray upon adjacent property and structures. Also the irrigation system of a golf course may use reclaimed and retreated wastewater. **(v)** Golf carts − Certain lots may be affected more than others by the use of golf carts. Lots adjacent to a tee or putting green may be subject to noise disturbances and loss of privacy. **(vi)** Access to golf course from residences − It is likely that most residences will not have direct access from their lots to the golf course. The project restrictions may disclaim any right of access or other easements from a resident's lot onto the golf course. **(vii)** View obstruction − Residents living near a golf course may have their views over the golf course impacted by maturing trees and landscaping or by changes to the course's configuration. **(viii)** Water restrictions −- As some municipalities face water shortages, the continued availability of water to the golf course may be restricted or otherwise reduced by the local water agency. If Buyer wants further information, Broker(s) recommend that Buyer contact the local water agency regarding this matter. Brokers do not have expertise in this area.

C2. NEIGHBORHOOD, AREA, PERSONAL FACTORS, BUYER INTENDED USE, HIGH SPEED RAILS, AND SMOKING RESTRICTIONS: Buyer and Seller are advised that the following may affect the Property or Buyer's intended use of it: neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to medical marijuana growing or distribution locations, cell phone towers, manufacturing, commercial, industrial, airport or agricultural activities or military ordnance locations, existing and proposed transportation, construction, and development, any other source that may affect noise, view, traffic, or odor, wild and domestic animals, susceptibility to tsunami and adequacy of tsunami warnings, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally-protected sites or improvements, cemeteries, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer and FAA requirements for recreational and non-recreational use of Unmanned Aircraft Systems (UAS) (drones) (see UAS frequently asked questions http://www.faa.gov/uas/faqs/). California is potentially moving toward high speed rail service between Northern and Southern California. This rail line could have an impact on the Property if it is located nearby. More information on the timing of the project and routes is available from the California High-Speed Rail Authority at www.cahighspeedrail.ca.gov/. The State of California has long-standing no smoking laws in place restricting smoking in most business and some public spaces. Local jurisdictions may enact laws that are more restrictive than state law. Many California cities have enacted restrictions on smoking in parks, public sidewalks, beaches and shopping areas. Some jurisdictions have restrictions entirely banning smoking inside privately owned apartments and condominiums as well as in the common areas of such structures, or limiting smoking to certain designated areas. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions. Brokers do not have expertise in this area.

C3. NEIGHBORHOOD NOISE SOURCES: Buyer and Seller are advised that even if the Property is not in an identified airport noise influence area, the Property may still be subject to noise and air disturbances resulting from airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include nearby commercial districts, schools, traffic on streets, highways and freeways, trains and general neighborhood noise from people, dogs and other animals. Noise levels and types of noise that bother one person may be acceptable to others. Buyer is advised to satisfy him/herself with regard to any sources of and amounts of noise at different times of day and night. Brokers do not have expertise in this area.

C4. SCHOOLS: Buyer and Seller are advised that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding, and class size reductions may affect which public school serves the Property. School district boundaries are subject to change. Buyer is advised to verify whether the Property is now, and at the Close of Escrow will be, in the school district Buyer understands it to be in and whether residing in the Property entitles a person to attend any specific school in which that Buyer is interested. Broker(s) recommend that Buyer contact the local school or school district for additional information during Buyer's investigation contingency period. Brokers do not have expertise in this area.

C5. UNDERGROUND PIPELINES AND UTILITIES: Throughout California underground pipelines transport natural gas, liquid fuel and other potentially hazardous materials. These pipelines may or may not provide utility services to the Property. Information about the location of some of the pipelines may be available from a company that also provides disclosures of natural and other hazards or from other sources of public maps or records. Proximity to underground pipelines, in and of itself, does not affirmatively establish the risk or safety of the property. If Buyer wants further information about these underground pipelines and utilities, Buyer is advised to consult with appropriate experts during Buyer's investigation contingency period. Brokers do not have expertise in this area.

C6. WILDLIFE: California is home to many species of wildlife. The location of homes in California continues to expand into areas that are the natural habitat of wildlife, and the Property may be in such an area. Wildlife may become a nuisance especially if the availability of their natural sources of food or water is limited. Buyer should investigate the need to implement mitigation measures at the Property including but not limited to the use of animal-resistant garbage containers, and other appropriate measures depending on the species and habitat involved. Brokers do not have expertise in this area.

C7. SEA LEVEL RISE/COASTAL PROPERTIES: Sea level rise has the potential to affect coastal residents, recreation, and development. Coastal communities may or may not have addressed the potential impact. The following is a non-exclusive list of issues that may be impacted by sea level rise: **(i)** Shoreline, beach and bluff erosion, and flooding; **(ii)** The effectiveness of seawalls and bulkheads, whether built with or without permits; **(iii)** Seaward construction, development or improvement to existing structures; **(iv)** The enactment of geological hazard abatement districts and assessments; and **(v)** The location of the "mean high tide line" which is used to delineate shoreline boundaries for some coastal properties.

Below is a non-exhaustive list of potential resources provided as a starting point for Buyer investigations into sea level rise, and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.

A. California Coastal Commission contact information: https://www.coastal.ca.gov/contact/#/
B. State Lands Commission contact information: https://www.slc.ca.gov/contact-us/
C. National Oceanic and Atmospheric Administration (sea level rise page): https://coast.noaa.gov.slr/
D. California Coastal Commission (sea level rise page): https://www.coastal.ca.gov/climate/slr/
E. Federal Emergency Management Agency (FEMA): https://www.fema.gov/flood-maps; https://msc.fema.gov

If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's investigation contingency period. Brokers do not have expertise in this area.

D. Legal Requirements (Federal, State and Local)

D1. DEATH ON THE PROPERTY: California Civil Code § 1710.2 protects a seller from: **(i)** failing to disclose a death on the property that occurred more than 3 years before a buyer has made an offer on a property; and **(ii)** failing to disclose if an occupant of a property was afflicted with HIV/AIDS, regardless of whether a death occurred or if so, when § 1710.2 does not protect a seller from making a misrepresentation in response to a direct inquiry. If the Buyer has any concerns about whether a death occurred on the Property or the manner, location, details or timing of a death, the buyer should direct any specific questions to the Seller in writing. Brokers do not have expertise in this area.

D2. EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES: Buyer and Seller are advised that California Public Resources Code §§ 2622 and 2696 require the delineation and mapping of “Earthquake Fault Zones” along known active faults and “Seismic Hazard Zones” in California. Affected cities and counties must regulate certain development projects within these zones. Construction or development on affected properties may be subject to the findings of a geological report prepared by a registered California geologist. Generally, Seller must disclose if the Property is in such a zone and can use a research company to aid in the process. If Buyer wants further information, Broker recommends that, during Buyer's investigation contingency period, Buyer make independent inquiries with such research companies or with appropriate government agencies concerning the use and improvement of the Property. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones. Brokers do not have expertise in this area.

D3. EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, childcare facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule 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 http://www.epa.gov/lead for more information. Buyer and Seller are advised to consult an appropriate professional. Brokers do not have expertise in this area.

D4. FIRE HAZARDS: Buyer and Seller are advised that fires annually cause the destruction of thousands of homes. Due to varied climate and topography, certain areas have higher risks of fires than others. Certain types of materials used in home construction create a greater risk of fire than others. If the Property is located within a State Fire Responsibility Area or a Very High Fire Hazard Zone, generally Seller must disclose that fact to Buyer under California Public Resources Code § 4136 and California Government Code §§ 51178 and 51183.5, and may use a research company to aid in the process. Owners of property may be assessed a fire prevention fee on each structure on each parcel in such zones. The fee may be adjusted annually commencing July 1, 2013. If Buyer wants further information, Broker recommends that, during Buyer's investigation and insurance contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Buyer is advised that there is a potential for fires even outside designated zones. Brokers do not have expertise in this area.

D5. FIRPTA/CALIFORNIA WITHHOLDING: Buyer and Seller are advised that: **(i)** Internal Revenue Code § 1445, as of February 17, 2016, requires a Buyer to withhold and to remit to the Internal Revenue Service 15% of the purchase price of the property if the Seller is a non-resident alien, unless an express exemption applies. Only 10% needs to be withheld if the Buyer acquires the property as Buyer's residence and the price does not exceed $1,000,000. Seller may avoid withholding by providing Buyer a statement of non-foreign status. The statement must be signed by Seller under penalty of perjury and must include Seller's tax identification number. Buyer can also avoid having to withhold Federal taxes from Seller's Proceeds if the property price is $300,000 or less, and the Buyer signs an affidavit stating Buyer intends to occupy the property as a principal residence. **(ii)** California Revenue and Taxation Code § 18662 requires that a Buyer withhold and remit to the California Franchise Tax Board 3 1/3% of the purchase price of the property unless the Seller signs an affidavit that the property was the Seller's (or the decedent's, if a trust or probate sale) principal residence or that the sales price is $100,000 or less or another express exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.

D6. FLOOD HAZARDS: Buyer and Seller are advised that if the Property is located within a Special Flood Hazard Area, as designated by the Federal Emergency Management Agency (FEMA), or an area of Potential Flooding pursuant to California Government Code § 8589.3, generally Seller must disclose this fact to Buyer and may use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish flood-risk zones within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage and costs may vary. If Buyer wants further information, Broker(s) recommend that Buyer consult Buyer's lender and/or insurance agent during Buyer's investigation contingency period. Buyer is advised that there is a potential for flooding even outside designated zones. Brokers do not have expertise in this area.

D7. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at http://www.meganslaw.ca.gov/. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers, in any, are required to check this website. If Buyer wants further information, Buyer should obtain information directly from this website.) Brokers do not have expertise in this area.

D8. NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL; ACCURATE SALES PRICE REPORTING: Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller, or Seller's agent, is required to provide the following notice to the Buyer:

"California property tax law requires the Assessor to revalue real property at the time the ownership of property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

The supplemental tax bills are not mailed to your lender. Even if you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector. If you have any questions concerning this matter, please call your Tax Collector's Office."

Although the notice refers to loan closing as a trigger, it is actually the change of ownership which triggers this reassessment of property taxes. Therefore, the Property can be reassessed even if there is no loan involved in the purchase of the Property. The Purchase Agreement may allocate supplemental tax bills received after the Close of Escrow to the Buyer. A change (preliminary change) of ownership form is generally required to be filed by the Buyer with the local taxing agency. The form identifies the sales price of the Property. An assessor may value the Property at its fair market value regardless of the sales price declared by the Buyer. If Buyer wants further information concerning these matters, Broker(s) recommend that Buyer discuss the issue with the County Assessor or Tax Collector or their own tax or legal advisor. Brokers do not have expertise in this area.

D9. ZONE MAPS MAY CHANGE: Maps that designate, among other things, Earthquake Fault Zones, Seismic Hazard Zones, State Fire Responsibility Areas, Very High Fire Hazard Zones, Special Flood Hazard Areas, and Potential Flooding Areas are occasionally redrawn by the applicable Government Agency. Properties that are currently designated in a specified zone or area could be removed and properties that are not now designated in a specified zone or area could be placed in one or more such zones or areas in the future. A property owner may dispute a FEMA flood hazard location by submitting an application to FEMA. Brokers do not have expertise in this area.

D10. ELECTRIFICATION OF ENERGY SOURCE: Several local jurisdictions in California have enacted laws which prohibit the use of natural gas appliances in new construction. Other local jurisdictions, and State of California, are considering bans, and may even prohibit the replacement, sale or installation of appliances that use any fuel source other than electricity. Brokers do not have expertise in this area.

E. Contract Related Issues and Terms

E1. ELECTRONIC SIGNATURES: The ability to use electronic signatures to sign legal documents is a great convenience, however Buyers and Sellers should understand they are signing a legally binding agreement. Read documents it carefully. Although electronic signature programs make it easy to skip from one signature or initial line to another, Buyers and Sellers are cautioned to only sign if they have taken the time necessary to read each document thoroughly, understand the entire document, and agree to all of its terms. Do not just scroll through or skip to the next signature or initial line, even if you have reviewed an earlier draft of the document. If you have questions or do not understand a provision, before you sign, ask your Broker, Agent, or legal advisor about the contract term and sign only if you agree to be bound by it. Some signature or initial lines are optional, such as for the liquidated damages and arbitration clauses. Consider your decision before signing or initialing. See below for more information on the liquidated damages and arbitration clauses. If there is more than one buyer or seller, each must sign or initial on their own. Do not sign or initial for anyone else unless you have a power of attorney for that person or are otherwise legally authorized, in writing, to sign or initial for another. Print or electronically store a copy of the document for your own records. Brokers do not have expertise in this area.

E2. LIQUIDATED DAMAGES: Buyer and Seller are advised that a liquidated damages clause is a provision Buyer and Seller can use to agree in advance to the amount of damages that a seller will receive if a buyer breaches the Agreement. The clause usually provides that a seller will retain a buyer's initial deposit paid if a buyer breaches the agreement, and generally must be separately initialed by both parties and meet other statutory requirements to be enforceable. For any additional deposits to be covered by the liquidated damages clause, there generally must be

another separately signed or initialed agreement (see C.A.R. Form DID). However, if the Property contains from 1 to 4 units, one of which a buyer intends to occupy, California Civil Code Section 1675 limits the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release a buyer's deposit to a seller. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.

E3. MEDIATION: Buyer and Seller are advised that mediation is a process by which the parties hire a neutral person to facilitate discussion and negotiation between the parties with the goal of helping them reach a settlement of their dispute. The parties generally share in the cost of this confidential, non-binding negotiation. If no agreement is reached, either party can pursue further legal action. Under C.A.R. Form RPA: (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without having first attempted to mediate the dispute, that party risks losing the right to recover attorney fees and costs even if he or she prevails. Brokers do not have expertise in this area.

E4. ARBITRATION: Buyer and Seller are advised that arbitration is a process by which the disputing parties hire a neutral person to render a binding decision. Generally, arbitration is faster and less expensive than resolving disputes by litigating in court. The rules are usually less formal than in court, and it is a private process not a matter of public record. By agreeing to arbitration, the parties give up the right to a jury trial and to appeal the arbitrator's decision. Arbitration decisions have been upheld even when arbitrators have made a mistake as to the law or the facts. If the parties agree to arbitration, then after first attempting to settle the dispute through mediation, any dispute arising out of their agreement (with a few limited exceptions) must be submitted to binding arbitration. Buyer and Seller must weigh the benefits of a potentially quicker and less expensive arbitration against giving up the right to a jury trial and the right to appeal. Brokers cannot give legal advice regarding these matters. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. Brokers do not have expertise in this area.

E5. ESCROW FUNDS: Buyer and Seller are advised that California Insurance Code § 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient “good funds” to cover the disbursement. “Good funds” are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their own definitions of “good funds.” Broker(s) recommend that Buyer and Seller ask the escrow company regarding its treatment of “good funds.” All samples and out-of-state checks are subject to waiting periods and do not constitute “good funds” until the money is physically transferred to and received by the escrow holder. Brokers do not have expertise in this area.

E6. HOME WARRANTY: Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws or pre-existing conditions. Broker(s) recommend that Buyer review the policy for details. Brokers do not have expertise in this area.

E7. IDENTIFICATION OF NATURAL PERSONS BEHIND SHELL COMPANIES IN ALL-CASH TRANSACTIONS: The U.S. Treasury Department's Financial Crimes Enforcement Network (FinCEN) has issued Geographic Targeting Orders (GTOs) targeting alleged money laundering risk in the real estate sector. The GTOs will temporarily require U.S. title insurance companies to identify the natural persons behind shell companies used to pay “all cash” for high- end residential real estate in certain major metropolitan areas. FinCEN explained that it remains concerned that all- cash purchases (i.e., those without bank financing) may be conducted by individuals attempting to hide their assets and identity by purchasing residential properties through limited liability companies or other similar structures. Since the original issuance, the GTOs have been renewed and may continue to be renewed. The GTOs cover the following areas in California: Los Angeles, San Francisco, San Mateo, Santa Clara and San Diego Counties. The monetary thresholds for each county is $300,000. GTOs have helped law enforcement identify possible illicit activity. FinCEN reported that a significant portion of covered transactions have dictated possible criminal activity associated with the individuals reported to be the beneficial owners behind shell company purchasers. Brokers do not have expertise in this area.

E8. NON CONFIDENTIALITY OF OFFERS: Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer, unless all parties and their agent have signed a written confidentiality agreement (such as C.A.R. Form NDA). 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. Brokers do not have expertise in this area.

E9. ONLINE OR WIRE FUNDS TRANSFERS: Instructions for the online or wire transfer of escrow deposits have been known to be intercepted by hackers who alter them so that Buyer's funds are actually wired to accounts controlled by criminals rather than the escrow company. Buyers should exercise extreme caution in making electronic funds transfers, verifying that the organization they are transferring funds to is, in fact, the escrow company and that their own bank account information is not being exposed. See C.A.R. Form WFA for further information. Brokers do not have expertise in this area.

F. Other Factors Affecting Property

F1. COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES: Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8, 2011. See title 12 Code of Federal Regulations § 1228 for more information and exceptions. Private transfer fees: **(i)** may last for a fixed period of time or in perpetuity, **(ii)** are typically calculated as a percentage of the sales price, and **(iii)** may have private parties, charitable organizations or interest-based groups as their recipients who may use the funds for social issues unrelated to the property. Brokers do not have expertise in this area.

F2. GENERAL RECALL/DEFECTIVE PRODUCT/CLASS ACTION INFORMATION: Buyer and Seller are advised that government entities and manufacturers may at any time issue recall notices and/or warnings about products that may be present in the Property, and that these notices or warnings can change. The following nonexclusive, non-exhaustive list contains examples of recalled/defective products/class action information: horizontal furnaces, Whirlpool Microwave Hood Combination; RE-ConBuilding products roof tiles; Central Sprinkler Company Fire Sprinklers; Robert Shaw Water Heater Gas Control Valves; Trex Decking; water heaters; aluminum wiring; galvanized, abs, polybutylene PEX, KITEC® and copper pipe; and dry wall manufactured in China. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed above, Broker(s) recommend that Buyer review the CPSC website at http:// www.cpsc.gov/ during Buyer's investigation contingency period. Another source affiliated with the CPSC is http:// saferproducts.gov/ which allows a Buyer to search by product type or product name. Buyer may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyer satisfy themselves regarding recalled or defective products. Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit. Brokers do not have expertise in this area.

F3. HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"); CHARGING STATIONS; FHA/VA APPROVAL: Buyer and Seller are advised that if the Property is a condominium, or located in a planned unit development, or in a common interest subdivision, there are typically restrictions on use of the Property and rules that must be followed. Restrictions and rules are commonly found in Declarations and other governing documents. Further there is likely to be a homeowner association (HOA) that has the authority to affect the Property and its use. Whether or not there is a HOA, the Property may still be subject to CC&Rs restricting use of the Property. The HOA typically has the authority to enforce the rules of the association, assess monetary payments (both regular monthly dues and special assessments) to provide for the upkeep and maintenance of the common areas, and enforce the rules and assessment obligations. If you fail to abide by the rules or pay monies owed to the HOA, the HOA may put a lien against your Property. Additionally, if an electric vehicle charging station is installed in a common area or an exclusive use common area, each Seller whose parking space is on or near that charging station must disclose its existence and that the Buyer will have the responsibilities set forth in California Civil Code §4745. The law requires the Seller to provide the Buyer with the CC&Rs and other governing documents, as well as a copy of the HOA's current financial statement and operating budget, among other documents. Effective July 1, 2016, a Common Interest Development (CID) will be required to include in its annual budget report a separate statement describing the status of the CID as a Federal Housing Administration or Department of Veterans Affairs approved Development. While the purchase agreement and the law require that the annual budget be provided by Seller to Buyer, Brokers will not and cannot verify the accuracy of information provided by the CID. Buyer is advised to carefully review all HOA documents provided by Seller and the CC&Rs, if any, and satisfy him/herself regarding the use and restrictions of the Property, the amount of monthly dues and/or assessments, the adequacy of reserves, current and past insurance coverage and claims, and the possibility of any legal action that may be taken by or against the HOA. The HOA may not have insurance or may not cover personal property belonging to the owner of the unit in the condominium, common interest or planned unit development. For more information Buyer may request from Broker the C.A.R. Legal Q&A titled: "Homeowners' Associations: A Guide for REALTORS®". Brokers do not have expertise in this area.

Although unenforceable, it is possible the CC&Rs, deed or other document on title may contain a covenant which at one time may have purported to discriminate against persons based on race, religion or other protected class or characteristics. You have the right to request the assistance of the title or escrow company to help you prepare a form which will be provided to the County and may result in the discriminatory language being removed from the public record. You may also get a notice informing you of these rights from the Broker or title or escrow company. For more information Buyer may request from Broker the C.A.R. Legal Quick Guide titled: "Agent Disclosure of Discriminatory Covenants Based on Actual Knowledge."

F4. LEGAL ACTION: Buyer and Seller are advised that if Seller or a previous owner was involved in a legal action (litigation or arbitration) affecting the Property, Buyer should obtain and review public and other available records regarding the legal action to determine: **(i)** whether the legal action or any resolution of it affects Buyer and the Property, **(ii)** if any rights against any parties involved in the legal action survive the legal action or have been terminated or waived as a result of the legal action, whether or not involving the same issue as in the legal action, and **(iii)** if any recommendations or requirements resulting from the legal action have been fulfilled and, if so, that Buyer is satisfied with any such action. Buyer should seek legal advice regarding these matters. Brokers do not have expertise in this area.

F5. MARKETING; INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA: Buyer and Seller are advised that Broker may employ a "staging" company to assist in the presentation of the Property. The furnishings and decorations in the staging are generally not included in the sale unless specifically noted in the Agreement. Statements and inclusion in the MLS entry, flyers, and other marketing materials are NOT part of the Agreement. In addition, Broker may employ a service to provide a "virtual tour" or "virtual staging" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. While they are supposed to be an accurate representation of the property, the photos may be enhanced and not fully representative of the actual condition of the property. Further, neither the service provider nor Broker have total control over who will obtain access to materials placed on the internet or what action such persons might take. Additionally, some Internet sites and other social media provide formats for comments or opinions of value of properties that are for sale. Information on the Property, or its owner, neighborhood, or any homeowner association having governance over the Property may be found on the internet on individual or commercial web sites, blogs, Facebook pages, or other social media. Any such information may be accurate, speculative, truthful or lies, and it may or may not reflect the opinions or representations by the Broker. Broker will not investigate any such sites, blogs, social media or other internet sites or the representations contained therein. Buyer is advised to make an independent search of electronic media and online sources prior to removing any investigation contingency. Buyer and Seller are advised that Broker has no control over how long the information or photos concerning the Property will be available on the Internet or through social media, and Broker will not be responsible for removing any such content from the internet or MLS. Brokers do not have expertise in this area.

F6. PACE LOANS AND LIENS: The acronym PACE stands for Property Assessed Clean Energy. PACE programs allow property owners to finance energy and water conservation improvements and pay for them through an assessment on the owner's property. PACE programs are available in most areas for both residential one to four unit properties and commercial properties. PACE programs may be referred to by different names such as HERO or SCEIP, among others. If a PACE project is approved, an assessment lien is placed on a property for the amount owed plus interest. A property owner repays the entity for the improvements as a special tax assessment on the property tax bill over a period of years. A PACE lien is similar to a property tax lien in that it has "super priority." Sellers are obligated to disclose, pursuant to the C.A.R. Residential Purchase Agreement (C.A.R. Form RPA), whether any improvement is subject to a lien such as a PACE lien. Properties that are subject to PACE liens made on or after July 6, 2010 may not be eligible for financing. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.

F7. RE-KEYING: All locks should be re-keyed immediately upon close of escrow so as to ensure the Buyer's safety and security of their persons as well as their personal belongings. Alarms, if any, should be serviced by professionals and codes should be changed. Garage door openers and remotes should be re-coded. In the event of a lease back to Seller after the close of escrow, Seller is advised that the Buyer is entitled to the keys as the Owner of the Property even though the Seller stays in possession of the Property as provided in the RPA. Brokers do not have expertise in this area.

F8. SOLAR PANELS AND NET ENERGY METERING: Solar panel or power systems may be owned or leased. Although leased systems are probably personal property, they are included in the sale by the C.A.R. purchase agreement which also obligates the Seller to make a disclosure to the Buyer and provide the Buyer with documentation concerning the lease and system. Leasing companies generally secure payments by filing a UCC-1 (a Uniform Commercial Code form giving notice of a creditor's security interest) against the property. Sellers are required to provide material information about solar panels (C.A.R. form SOLAR may be used). Buyers are given a contingency right to investigate the solar related system and documentation and assume any lease. Assumption of the lease may require Buyer to provide financial information to the leasing company who may require a credit report be obtained on the Buyer. Should a solar panel or power system be on the Property, Buyers should determine if the system is leased or owned. Buyer's willingness to assume any such lease is a contingency in favor of Seller. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". **Solar panel systems may have net energy metering**. Payback rates from utilities to property owners with their own source of energy (such as rooftop solar panels) who contribute electricity back to the grid may change from those currently in place and may differ upon change of ownership in the property, Fees for new solar installation may be added or changed. Buyers should discuss with the applicable utility if applicable to the property. Brokers do not have expertise in this area.

F9. RECORDING DEVICES: Audio or video recording devices or both may be present on the Property, whether or not notice of any such devices has been posted. Seller may or may not even be aware of the capability of such devices. Brokers do not have expertise in this area.

F10. WOOD BALCONIES, STAIRS AND OTHER STRUCTURES: Prior to January 1, 2025, and periodically thereafter, buildings with three units or more, may be required to obtain an inspection of exterior balconies, stairways, walkways, or decks that are supported in whole or in substantial part by a wood or wood-based materials. For condos, the HOA will be responsible for the inspections per its governing documents. For other buildings, it is the owner's responsibility. An inspection report must be incorporated into a condo HOA's study of reserve account requirements. This could in turn affect lender certification requirements as well as future dues and assessments. A balcony report that identifies an immediate threat to the safety of the occupants will require the condo HOA or owner to prevent access to the balcony further impacting a property's marketability.

G. Local Disclosures and Advisories

LOCAL ADVISORIES OR DISCLOSURES (IF CHECKED):

The following disclosures or advisories are attached:

A. ☐ _____

B. ☐ _____

C. ☐ _____

D. ☐ _____

Buyer and Seller are encouraged to read all 15 pages of this Advisory carefully. By signing below, Buyer and Seller acknowledge that each has received a copy of all 15 pages of this Statewide Buyer and Seller Advisory, and each has read and understands its terms.

BUYER _____ Date _____

BUYER _____ Date _____

DocuSigned by:

SELLER Dr. Jeff Auerbach, MCC *Melvin P Auerbach 2013 Trust* Date 11/4/2026

F14D170FD81B4E8...

SELLER _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals

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

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Other: _____, dated _____, on property known as: ***3733 W 173rd St, Torrance, CA 90504*** ("Property") in which _____ is referred to as Buyer or Tenant and ***Melvin P Auerbach 2013 Trust*** is referred to as Seller or Housing Provider. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

LEAD WARNING STATEMENT (SALE OR PURCHASE): Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL): Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule 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 rule 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.

1. SELLER'S OR HOUSING PROVIDER'S DISCLOSURE:

A. I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following: _____

B. I (we) have no records or reports pertaining to lead-based paint and/or lead based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant: _____

C. I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has **10 days** unless otherwise agreed in the real estate contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

DocuSigned by: Dr. Jeff Auerbach, MD — 11/4/2026

Seller or Housing Provider ***Melvin P Auerbach 2013 Trust*** Date

Seller or Housing Provider Date

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Property Address: ***3733 W 173rd St, Torrance, CA 90504*** Date _____

2. LISTING AGENT'S ACKNOWLEDGMENT:

Seller or Housing Provider's Agent has informed Seller or Housing Provider of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Compass By DocuSigned by: Raymond Millman 11/4/2026

Agent (Broker representing Seller or Housing Provider) (Please print) | Associate-Licensee or Broker Signature | Date

Raymond Millman

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3. BUYER'S OR TENANT'S ACKNOWLEDGMENT:

A. (1) I (we) have received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed, if any, in **paragraph 1B** above

OR (2) (if initialed) _____/_____ I have not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing that are identified in **paragraph 1B** above..

B. I have received the pamphlet "*Protect Your Family From Lead In Your Home*" or an equivalent pamphlet approved for use in the State such as "*The Homeowner's Guide to Environmental Hazards and Earthquake Safety*."

C. If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.

D. For Sales Transactions Only: Buyer acknowledges the right for **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards; OR, (if checked) ☐ Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

_____ Date

Buyer or Tenant

_____ Date

Buyer or Tenant

---

4. BUYER OR TENANT AGENT'S ACKNOWLEDGMENT:

Buyer or Tenant's Agent has informed Seller or Housing Provider, through the Listing Agent if the property is listed, of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

_____ By _____

Agent (Broker obtaining the Offer) (Please print) | Associate-Licensee or Broker Signature | Date

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CALIFORNIA ASSOCIATION OF REALTORS®

WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR ADVISORY

(C.A.R. Form WCMD, Revised 6/24)

1. WATER-CONSERVING PLUMBING FIXTURES

A. INSTALLATION:

(1) **Requirements:** California law (Civil Code §§ 1101.4 and 1101.5) requires all single-family residences, multi-family and commercial property built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures. Additionally, a residential and commercial property built on or before January 1, 1994 that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval if the alteration or improvement increases floor area space by more than 10 percent, or has a cost greater than $150,000, or for any room in a building which requires a building permit.

(2) **Exceptions:** These requirements do not apply to **(i)** registered historical sites**, (ii)** real property for which a licensed plumber certified that, due to the age or configuration of the property or its plumbing, installation of water-conserving plumbing fixtures is not technically feasible, or **(iii)** a building for which water service is permanently disconnected. Additionally, there is a one-year exemption for any building slated for demolition, and any city or county that has adopted a retrofit requirement prior to 2009 is itself exempt. (Civil Code §§1101.6, 1101.7, and 1101.9.)

B. Disclosure of Water-Conserving Plumbing Fixtures: Although the installation of water-conserving plumbing fixtures is not a point-of-sale requirement, California Civil Code §§ 1101.4 (single family properties beginning 2017) and 1101.5 (multifamily and commercial properties beginning 2019) require the seller to disclose to the buyer the requirements concerning water- conserving plumbing fixtures and whether the property contains any noncompliant water fixtures.

C. Noncompliant Water Fixtures: Noncompliant water fixtures are any of the following: **(i)** any toilet manufactured to use more than 1.6 gallons of water per flush, **(ii)** any urinal manufactured to use more than one gallon of water per flush, **(iii)** any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute, **(iv)** any interior faucet that emits more than 2.2 gallons of water per minute. (Civil Code § 1101.3.) Buyer and Seller are each advised to consult with their own home inspector or contractor to determine if any water fixture is noncompliant. Buyer is advised to investigate the cost to bring any noncompliant water fixtures into compliance before removing the investigation contingency.

2. CARBON MONOXIDE DETECTORS:

A. INSTALLATION:

(1) **Requirements:** As of January 1, 2013, California law (Health and Safety Code §§ 13260 to 13263 and 17926 to 17926.2) has required the following types of dwelling units intended for human occupancy have carbon monoxide detectors installed: single-family dwellings, duplex, lodging house, dormitory, hotel, condominium, time-share and apartment, among others.

(2) **Exceptions:** The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage. The law does not apply to dwelling units owned or leased by the State of California, the Regents of the University of California or local government agencies. Aside from these three owner types, there are **no other owner exemptions** from the installation requirement; it applies to all owners of dwellings, be they individual banks, corporations, or other entities. There is no exemption for REO properties.

B. DISCLOSURE OF CARBON MONOXIDE DETECTORS: The Health and Safety Code does not require a disclosure regarding the existence of carbon monoxide detectors in a dwelling. However, a seller of residential 1-4 property who is required to complete a Real Estate Transfer Disclosure Statement, (C.A.R. Form TDS) or a Manufactured Home and Mobilehome Transfer Disclosure Statement (C.A.R. Form MHTDS) must use section II A of that form to disclose whether or not the dwelling unit has a carbon monoxide detector.

C. COMPLIANCE WITH INSTALLATION REQUIREMENT: State building code requires at a minimum, placement of carbon monoxide detectors in applicable properties outside of each sleeping area, and on each floor in a multi-level dwelling but additional or different requirements may apply depending on local building standards and manufacturer instructions. An owner who fails to install a carbon monoxide detector when required by law and continues to fail to install the detector after being given notice by a governmental agency could be liable for a fine for each violation. A transfer of a property where a seller, as an owner, has not installed carbon monoxide detectors, when required to do so by law, will not be invalidated, but the seller/owner could be subject to damages, plus court costs and attorney fees. Buyer and Seller are each advised to consult with their own home inspector, contractor or building department to determine the exact location for installation of carbon monoxide detectors. Buyer is advised to consult with a professional of Buyer's choosing to determine whether the property has carbon monoxide detector(s) installed as required by law, and if not to discuss with their counsel the potential consequences.

3. LOCAL REQUIREMENTS: Some localities maintain their own retrofit or point of sale requirements which may include the requirement that water-conserving plumbing fixtures and/or a carbon monoxide detector be installed prior to a transfer of property. Therefore, it is important to check the local city or county building and safety departments regarding point of sale or retrofit requirements when transferring property.

By signing below, Buyer and Seller each acknowledge that they have read, understand, and have received a copy of this Water-Conserving Plumbing Fixtures and Carbon Monoxide Detector Advisory

Seller Docusigned by: Dr. Jeff Auerbach, MD F14D170FD81B4E8... *Melvin P Auerbach 2013 Trust* Date 11/4/2026

Seller _____ Date _____

Buyer _____ Date _____

Buyer _____ Date _____

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EQUAL HOUSING OPPORTUNITY

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MARKET CONDITIONS ADVISORY

(C.A.R. Form MCA, Revised 6/24)

1. **MARKET CONDITIONS:** Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or "hot" real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or "cool" market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these "distressed" property sales and listings into consideration when valuing property. In light of the real estate market's cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.
2. **BUYER CONSIDERATIONS:**
   A. **OFFERING PRICE:** AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: **(i)** If your offer is accepted, the property's value may not increase and may even decrease. **(ii)** If your offer is accepted, you may have "Buyer's remorse" that you paid too much. **(iii)** If your offer is rejected there can be no guarantee that you will find a similar property at the same price. **(iv)** If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.
   B. **NON-CONTINGENT OFFERS:** Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: **(i)** the Buyer cannot obtain a loan; **(ii)** if the property does not appraise at a certain value ; **(iii)** if the Buyer is dissatisfied with the property's condition after an inspection; **(iv)** if an insurance policy cannot be obtained for an acceptable cost; or **(v)** for any other contingency within the purchase agreement. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a "hot" market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:
      (1) **LOAN CONTINGENCY:** If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.
      (2) **APPRAISAL CONTINGENCY:** If your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.
      (3) **INVESTIGATION CONTINGENCY:** If you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your investigation contingency. However, even if you make an offer without an investigation contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.

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(4) **INSURANCE CONTINGENCY:** If you cannot obtain insurance or disapprove of the cost, and you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your insurance contingency.

There is inherent risk in writing a non-contingent offer. Only you, after careful consultation and deliberation with your attorney, accountant, or financial advisor can decide how much risk you are willing to take. IT IS YOUR DECISION ALONE AND CANNOT BE MADE BY YOUR BROKER OR REAL ESTATE AGENT.

C. BROKER RECOMMENDATIONS. Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: (i) review all available Seller reports, disclosures, information and documents; (ii) have an appropriate professional inspect the property (even if it is being sold "as is" in its present condition); and (iii) carefully assess your financial position and risk with your attorney, accountant or financial advisor.

D. MULTIPLE OFFERS: At times Buyers may write offers on more than one property even though the Buyer intends to purchase only one. This may occur in a short sale when the approval process can take a considerable amount of time, or it could also occur in a hot market when the Buyer is having difficulty getting an offer accepted. While it is not illegal to make offers on multiple properties with intent to purchase only one, the Buyer can be obligated to many Sellers if more than one accepts the Buyer's offers. Additionally, if any offer is accepted without contingencies, and the buyer does not perform, there can be a breach. If the Buyer has not disclosed that the Buyer is writing multiple offers with the intent to purchase only one and the Buyer subsequently cancels without using a contingency created for this purpose, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract. This claim may even be possible when the Buyer has all the standard contingencies remaining in the contract, as the Seller could argue that a cancellation for this reason would not fall under the good faith exercise of any of those contingencies.

3. SELLER CONSIDERATIONS: As a Seller, you are responsible for determining the asking price for your property. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All Sellers should be sure they are comfortable with the asking price they are setting and the price they are accepting. There is not, and cannot be, any guarantee that the price you decide to ask for your property, or the price at which you agree to sell your property is the highest available price obtainable for the property. It is solely your decision as to how much to ask for your property and at which price to sell your property.

Buyer/Seller acknowledges each has read, understands and has received a copy of this Market Conditions Advisory.

Buyer _____ Date _____

Buyer _____ Date _____

DocuSigned by:

Seller Dr. Jeff Auerbach, MCC Date 11/4/2026

DF1D1D7F2D1E4EF...

Melvin P Auerbach 2013 Trust

Seller _____ Date _____

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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.

DocuSigned by:

Seller Dr. Jeff Auerbach, MCC Date 11/4/2026

Melvin P Auerbach 2013 Trust

Seller _____ Date _____

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FIRE HARDENING AND DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM

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

This is a disclosure and addendum to the Purchase Agreement, OR ☐ Other _____ ("Agreement"), dated _____, on property known as ***3733 W 173rd St, Torrance, CA 90504*** ("Property"), in which _____ is referred to as Buyer, and ***Melvin P Auerbach 2013 Trust*** is referred to as Seller.

1. **LAW APPLICABILITY:** If this property does not meet the conditions stated in **paragraph 1A** or **1B**, there is no requirement to complete the subsequent applicable paragraphs.
   - **A. Home Fire Hardening Disclosure:** The Notice and disclosure of vulnerabilities in **paragraph 2** are only required for sellers of residential properties if: **(i)** the Property contains one to four units; **(ii)** the seller is required to complete a Transfer Disclosure Statement (C.A.R. Form TDS or MHTDS); **(iii)** the Property is located in either a high or very high fire hazard severity zone; and (iv) the improvement(s) on the Property were constructed before January 1, 2010. IF ANY OF THESE FOUR CONDITIONS IS NOT MET, SELLER DOES NOT HAVE TO ANSWER THE QUESTIONS IN **PARAGRAPH 2B AND 2C**.
   - **B. Defensible Space Compliance:** The disclosures and requirements specified in **paragraph 3** are only required for sellers of residential properties if: **(i)** the Property contains one to four units; **(ii)** the seller is required to complete a Transfer Disclosure Statement (C.A.R. Form TDS or MHTDS); and **(iii)** the Property is located in either a high or very high fire hazard severity zone. IF ANY OF THESE THREE CONDITIONS IS NOT MET, **PARAGRAPH 3** DOES NOT HAVE TO BE COMPLETED.
   - **C. Fire Hazard Severity Zone Status:** It may be possible to determine if a property is in a **high or very high** fire hazard severity zone by consulting with a natural hazard zone disclosure company or reviewing the company's report. This information may also be available through a local agency where this information should have been filed. Cal Fire has a "Fire Hazard Severity Zone Viewer" where you can input the Property address to determine which fire hazard zone, if any, that the Property is located in. A link to the viewer can be found on Cal Fire's website at **https://www.fire.ca.gov/dspace/**.

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2. **FIRE HARDENING DISCLOSURE (☐ Property is built on or after January 1, 2010. Paragraphs 2B and 2C do not have to be completed):**
   - **A. FIRE HARDENING STATUTORY NOTICE:** "THIS HOME IS LOCATED IN A HIGH OR VERY HIGH FIRE HAZARD SEVERITY ZONE AND THIS HOME WAS BUILT BEFORE THE IMPLEMENTATION OF THE WILDFIRE URBAN INTERFACE BUILDING CODES WHICH HELP TO FIRE HARDEN A HOME. TO BETTER PROTECT YOUR HOME FROM WILDFIRE, YOU MIGHT NEED TO CONSIDER IMPROVEMENTS. INFORMATION ON FIRE HARDENING, INCLUDING CURRENT BUILDING STANDARDS AND INFORMATION ON MINIMUM ANNUAL VEGETATION MANAGEMENT STANDARDS TO PROTECT HOMES FROM WILDFIRES, CAN BE OBTAINED ON THE INTERNET WEBSITE HTTP://WWW.READYFORWILDFIRE.ORG".
   - **B. FIRE HARDENING VULNERABILITIES: Are you** (Seller) aware of the following features that may make the home vulnerable to wildfire and flying embers (Seller is not obligated to explain or clarify their responses to questions 2B(1)-2B(6), whether they answer "yes" or "no." Voluntary explanation/clarification is permitted but not required)...
     - (1) Eave, soffit, and roof ventilation where the vents have openings in excess of one-eighth of an inch or are not flame and ember resistant ..... ☐ Yes ☐ No
     - (2) Roof coverings made of untreated wood shingles or shakes. ..... ☐ Yes ☐ No
     - (3) Combustible landscaping or other materials within five feet of the home and under the footprint of any attached deck. ..... ☐ Yes ☐ No
     - (4) Single pane or non-tempered glass windows. ..... ☐ Yes ☐ No
     - (5) Loose or missing bird stopping or roof flashing. ..... ☐ Yes ☐ No
     - (6) Rain gutters without metal or noncombustible gutter covers. ..... ☐ Yes ☐ No

     Explanation/Clarification: _____
   - **C. LIST OF LOW COST RETROFITS:** The following is a list of low cost retrofits developed and listed by the California Department of Forestry and Fire Protection (CAL FIRE) and the California Governor's Office of Emergency Services (OES). More information on home hardening is available at readyforwildfire.org. A list of low cost retrofits with dynamic links can be found at https://readyforwildfire.org/wp-content/uploads/2025/04/Low-Cost-Retrofit-Flyer-Handout-.pdf.

     Have you (Seller) completed any of the following low-cost retrofits during the time you have owned the property? (If the retrofit was partially completed or only applied to a portion of the identified feature, or if similar work was performed, or if your response below needs clarification, provide the explanation/clarification below. If you are unsure if the retrofit item was completed or satisfied the conditions specified, check "No", and provide any explanation/clarification below.)
     - (1) Roof replaced with Class A fire-rated roof..... ☐ Yes ☐ No
     - (2) Spaces between roof covering and sheathing blocked with non-combustible materials (bird stops)..... ☐ Yes ☐ No
     - (3) Installation of noncombustible gutter cover on gutters to prevent the accumulation of leaves and debris in the gutter..... ☐ Yes ☐ No
     - (4) Covered chimney and stovepipe outlets with a noncombustible corrosion-resistant metal mesh screen (spark arrestor), with 3/8 inch to ½ inch openings..... ☐ Yes ☐ No
     - (5) Install ember and flame-resistant vents..... ☐ Yes ☐ No
     - (6) Caulk and plug gaps greater than 1/8-inch around exposed rafters and blocking to prevent ember intrusion into the attic or other enclosed spaces..... ☐ Yes ☐ No
     - (7) Inspect exterior siding for dry rot, gaps, cracks, and warping. Caulk or plug gaps greater than 1/8-inch in siding and replace any damaged boards, including those with dry rot..... ☐ Yes ☐ No
     - (8) Install weather-stripping to gaps greater than 1/8-inch between garage doors and door frames to prevent ember intrusion. The weather-stripping must be compliant with UL Standard 10C..... ☐ Yes ☐ No
     - (9) Replace windows with multi-paned windows that have at least one pane of tempered glass..... ☐ Yes ☐ No
     - (10) Replace siding or deck using compliant noncombustible, ignition-resistant, or other OSFM Wildland Urban Interface (WUI) Products..... ☐ Yes ☐ No

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(11) Cover openings to operable skylights with a noncombustible metal mesh screen with openings in the screen not to exceed 1/8 inch..... ☐ Yes ☐ No

(12) Install a minimum 6-inch metal flashing, applied vertically on the exterior of the wall at the deck-to-wall intersection to protect the combustible siding material..... ☐ Yes ☐ No

Explanation/Clarification: _____

3. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM: (Paragraph 3 is only required to be completed if all three conditions in paragraph 1B are met; the Defensible Space Decision Tree (C.A.R. Form DSDT) may be consulted for additional information on how to complete this paragraph):

A. LOCAL COMPLIANCE REQUIREMENTS: The Property (☐ **IS**, ☒ **is NOT)** subject to a local vegetation management ordinance requiring defensible space around an improvement on the Property. (**Paragraphs 3B** and **3C** must be completed regardless of the answer to **paragraph 3A** if the conditions in **paragraph 1B** are met.)

B. SELLER REPRESENTATION OF PROPERTY COMPLIANCE with the applicable State defensible space requirement or local vegetation management ordinance (hereafter, State or local defensible space law) at the time of Seller signature:

(1) Seller is UNAWARE of whether the Property is in compliance with the applicable State or local defensible space law. Seller does NOT have a report prepared by an Authorized Defensible Space Inspector.

OR (2) ☐ Property **IS** in compliance with State or local defensible space law, whichever is applicable. If ONLY State law applies, Seller must have obtained compliance within the last 6 months. Seller shall Deliver to Buyer documentation of compliance within **3 (or _____) Days** after Seller's execution of this FHDS form or the time specified in **paragraph 3N(1)** of the Agreement, whichever occurs last. If this paragraph is checked, also check **paragraph 3C(5)** below.

OR (3) ☐ Property **is NOT** in compliance with State or local defensible space law, whichever is applicable. If Seller has, or agrees to obtain, a report prepared by an Authorized Defensible Space Inspector, Seller shall Deliver such report to Buyer within **3 (or _____) Days** after Seller's execution of this FHDS form or the time specified in **paragraph 3N(1)** of the Agreement, whichever occurs last.

C. BUYER AND SELLER AGREEMENT REGARDING WHICH PARTY SHALL OBTAIN COMPLIANCE WITH APPLICABLE STATE OR LOCAL DEFENSIBLE SPACE REQUIREMENTS:

(1) **BUYER RESPONSIBILITY – NO LOCAL ORDINANCE.** Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow.*

OR (2) ☐ **BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which requires compliance as a result of a sale of the Property. The local ordinance allows either Seller or Buyer to obtain documentation of compliance. Buyer shall comply with the requirements of the ordinance after Close Of Escrow.

OR (3) ☐ **BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which does NOT require compliance as a result of a sale of the Property. Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow,* or if applicable comply with the local requirement after Close Of Escrow.

OR (4) ☐ **SELLER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which requires compliance as a result of a sale of the Property. The local ordinance requires Seller to obtain documentation of compliance prior to Close of Escrow. Seller shall obtain documentation of compliance prior to the time for Buyer's final verification of condition.

OR (5) ☐ **SELLER RESPONSIBILITY – STATE OR LOCAL COMPLIANCE ALREADY COMPLETE.** If ONLY state law applies, Seller has obtained documentation of compliance with State defensible space requirement within the last 6 months. For either State or local law, Seller shall Deliver documentation of compliance to Buyer;

OR (6) ☐ **SELLER RESPONSIBILITY – AGREEMENT TO OBTAIN STATE COMPLIANCE.** Seller shall obtain documentation of compliance and Deliver to Buyer prior to the time for Buyer's final verification of condition.

D. The local agency from which a copy of the documentation in **paragraph 3B(2), 3B(3), 3C(4), 3C(5),** or **3C(6),** as applicable, may be obtained is _____, which may be contacted at _____.

* The requirement to provide documentation of compliance with State defensible space requirements only applies if there is a state or local agency, or other governmental entity, or qualified non-profit entity in the jurisdiction where the Property is located that is authorized to inspect the Property and provide documentation of compliance ("Authorized Defensible Space Inspector").

4. ☐ FINAL INSPECTION REPORT DISCLOSURE: The Property was newly constructed, or was rebuilt following damage by a fire and the construction required a permit, and Seller has obtained a final inspection report addressing compliance with home fire hardening recommended building standards as described in Government Code § 51182. Seller has a copy of the report, and it is attached, or ☐ Seller does not have a copy of the report and Buyer may obtain a copy at _____.

Seller represents that Seller has provided the answers on paragraphs 2B and 3B of this form based on Seller's awareness on the date of Seller's signature below, and the answers on paragraph 2C are accurate. Seller acknowledges receipt of this Fire Hardening and Defensible Space Disclosure and Addendum and agrees to the applicable terms in paragraph 3C.

DocuSigned by:

Seller Dr. Jeff Auerbach, MCC *Melvin P Auerbach 2013 Trust* Date 11/4/2026

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Seller _____ Date _____

By signing below, Buyer acknowledges that they have received a copy of this Fire Hardening and Defensible Space Disclosure and Addendum, and they have read and understand the form and agree to the terms in paragraph 3C.

Buyer _____ Date _____

Buyer _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

DEFENSIBLE SPACE DECISION TREE

(C.A.R. Form DSDT, 6/22)

The purpose of this form is to help a seller complete Paragraph 3 of the C.A.R. Form FHDS.

Paragraph 3 of the FHDS is only required if: (1) The Property contains one to four units; (2) The seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); and (3) The Property is located in either a **high or very high** fire hazard severity zone. IF ANY OF THESE THREE CONDITIONS IS NOT MET, PARAGRAPH 3 of the FHDS DOES NOT HAVE TO BE COMPLETED.

If any step of the DSDT below instructs the Seller to "THEN SIGN FORM" no further questions should be answered.

	Question	Direction	Additional Information
Step 1	Is property located in an area where a local (city or county) vegetation management ordinance requiring defensible space around the property applies (hereafter, defensible space law)?	• ☐ If Yes, check the "IS" box in **3A** and then go to step 2. • ☐ If No, check the "is NOT" box in **3A** and then go to step **4**. • If seller does not know, see the next column and find out.	**How do you find out if your property is subject to a local defensible space law? The following sources can be helpful but may not know for sure.** • Contact your local fire marshal; • Contact CalFire @ https://www.fire.ca.gov/dspace/ • Contact your Natural Hazard Disclosure Company rep;
Step 2	(If Yes to step 1) Does seller have a report prepared by a Authorized Defensible Space Inspector?	• ☐ If Yes, **and** the report documents the property is in compliance, effective on the date of sale, check **paragraphs 3B(2)** and **3C(5)** and, if applicable, complete **4**, **THEN SIGN FORM**. • ☐ If Yes, **and** the report documents the property is NOT in compliance or the compliance status will no longer be effective as of the date of sale, check **paragraph 3B(3)** and go to step 3. • ☐ If No, **paragraph 3B(1)** applies and go to step 3.	
Step 3	(Skip if No to step 1) Does the local law require compliance with the law as a result of a sale of the property?	• ☐ If No, and seller does not know if the property is in compliance with the local law, and seller will not pay to bring the property into compliance with local law, **3B(1)** applies and check **3C(3)** and, if applicable, complete **4**, **THEN SIGN FORM.** • ☐ If No and seller knows the property is not in compliance with the local law and seller will not pay to bring the property into compliance with local law, check **3B(3)** and **3C(3)** and, if applicable, complete **4**, **THEN SIGN FORM** • ☐ If No and seller does not know if the property is in compliance with the local law, and seller agrees to bring the property into compliance with local law, **3B(1)** applies and check **3C(6)** and, if applicable, complete **4**, **THEN SIGN FORM.** • ☐ If No and seller knows the property is not in compliance with the local law, and seller agrees to bring the property into compliance with local law, check **3B(3)** and **3C(6)** and, if applicable, complete **4, THEN SIGN FORM.** • If Yes, go to step 3.1.	If **3C(3)** is checked, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. **[See notes below the chart to find out how.]** If **3C(6)** is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. **[See notes below the chart to find out how.]**

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	Question	Direction	Additional Information
Step 3.1	(A local law applies and requires compliance as a result of the sale of the property) Does the law require seller to obtain documentation of compliance?	• ☐ If Yes, check **3B(3)** and **3C(4)**, and complete **3D** and **4**, if applicable, **THEN SIGN FORM.** • ☐ If No, and seller will not bring property into compliance before close of escrow, check **3B(3)** and **3C(2)**, and, if applicable, complete **4**, **THEN SIGN FORM.**	If **3C(4)** is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. **[See notes below the chart to find out how.]** If **3C(2)** is checked, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. **[See notes below the chart to find out how.]**
Step 4	(No local law applies) Does seller have a report prepared by a Authorized Defensible Space Inspector within 6 months prior to the contract for sale?	• ☐ If No, and seller will not pay to bring the property into compliance with the State law, **3B(1)** and **3C(1)** apply, and, if applicable, complete **4**, **THEN SIGN FORM.** • ☐ If No, and seller will agree to bring the property into compliance with the State law, **3B(1)** applies and check **3C(6)**, and, if applicable, complete **4**, **THEN SIGN FORM.** • ☐ If Yes, and the report documents the property is in compliance with the State law, check paragraphs **3B(2)** and **3C(5)**, complete **3D**, and, if applicable, complete **4**, **THEN SIGN FORM.** • ☐ If Yes, and the report documents the property is NOT in compliance with the State law, check **paragraph 3B(3)** and go to step 4.1.	If **3C(6)** is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. **[See notes below the chart to find out how.]** If **3C(1)** applies, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. **[See notes below the chart to find out how.]**
Step 4.1	(No local law applies and property not in compliance with State defensible space requirements) Will seller pay to bring the property into compliance?	• ☐ If No, **3C(1)** applies, and, if applicable, complete **4**, **THEN SIGN FORM.** • ☐ If Yes, check **3C(6)**, if applicable, complete **4**, **THEN SIGN FORM.**	If **3C(1)** applies, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. **[See notes below the chart to find out how.]** If **3C(6)** is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. **[See notes below the chart to find out how.]**

How to find out if seller has obtained documentation of compliance?

- Buyer can ask seller for a copy of a report and certificate of compliance from an Authorized Defensible Space Inspector, such as CalFire.
- Seller who obtained a report but did not keep a copy can contact Authorized Inspector who prepared the report and certification of compliance, such as CalFire.

How to find out if property is in compliance with State or local law and how much it will cost to bring a property into compliance?

- Buyer or seller can review the report prepared for the seller;
- Buyer or seller can hire a non-governmental Authorized Defensible Space inspector to prepare a report;
- Buyer can, with seller's consent, hire a government Authorized Defensible Space Inspector (see https://www.fire.ca.gov/dspace/)
- Seller can hire a government Authorized Defensible Space Inspector (see https://www.fire.ca.gov/dspace/)

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EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

SQUARE FOOTAGE AND LOT SIZE ADVISORY AND DISCLOSURE

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

Property Address: *3733 W 173rd St, Torrance, CA 90504* ("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 a 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	*1,238*	*5,328*		☐
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.

Docusigned by:

Seller Dr. Jeff Auerbach, MCC *Melvin P Auerbach 2013 Trust* Date 11/4/2026

F14D170FD81B4E8...

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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WILDFIRE DISASTER ADVISORY

(For use with properties in or around areas affected by a wildfire)

(C.A.R. Form WFDA, Revised 12/25)

1. **WILDFIRE DISASTERS:** Buyer/Tenant is aware that as a result of recent wildfire disasters there are current and unresolved health and safety concerns related to the aftermath and clean up of the wildfire disaster areas, as well as unknown and possible future concerns related to the rebuilding of infrastructure in the affected areas of the wildfires. Unfortunately, the impact of wildfires has not been limited to the fire areas themselves. Many areas have had air quality impacted by smoke and air particulates from distant fires. Additionally, fires continue to occur in previously unaffected areas. Fires may be an issue throughout the state of California.

2. **WILDFIRE DISASTER CONCERNS AND ISSUES:** The following non-exhaustive list represents concerns and issues that may impact Buyer/Tenant decisions about purchasing or leasing property impacted by a wildfire disaster, both now and in the future. It is not intended to be, nor can it be, a checklist for all issues that might arise when purchasing or leasing property impacted by a wildfire disaster. **Concerns and issues include, but are not limited to:**
   - **A.** Insurance-related issues such as past claims, the importance of identifying the insurability of the property, and the availability and the cost of insurance as early in the process as possible;
   - **B.** Lot clearing costs and requirements; toxic materials analysis, debris removal requirements;
   - **C.** Whether the home has been fire hardened, and if so to what extent, to help reduce the risk of the structure catching fire;
   - **D.** Local, state and federal requirements for cleanup and building approvals;
   - **E.** Air quality, soil quality, and any other environmental or personal health concerns, even after the wildfire event has ended;
   - **F.** Timelines, costs and requirements when obtaining required permits for building and utilities installation;
   - **G.** Availability of and access to electricity, gas, sewer and other public or private utility services;
   - **H.** Water delivery/potability; septic and/or sewer design; requirements and construction costs;
   - **I.** Potential redesign of streets and infrastructure including possible eminent domain, land condemnation and/or acquisition;
   - **J.** Inconvenience and delays due to road construction and unavailability of various goods, systems, or services; and
   - **K.** Impact that federal, state or local disaster declarations may have on materials prices, costs and rents.

3. **BUYER/TENANT ADVISORIES:** Buyer/Tenant, you are hereby advised:
   - **A.** To check early in your transaction to determine if you are able to obtain insurance on the property.
   - **B.** To investigate to your own satisfaction any and all of your concerns about the intended use of the property.
   - **C.** That the wildfire disaster area will likely be under construction for a protracted period of time after a fire, and you may be inconvenienced by delays, traffic congestion, noise, dust, and intermittent availability of utilities.
   - **D.** That due to the extraordinary catastrophe of a wildfire, there may be changes and variations in local, state or federal laws, codes, or requirements throughout the ongoing process of planning and rebuilding in the wildfire disaster area.
   - **E.** That some insurers have reduced or cancelled offerings for fire insurance, or have increased costs, and this may impact your ability to afford or to qualify for loans or meet income ratios for rentals.
   - **F.** That if you are unable to obtain fire insurance, and you have removed the insurance contingency, and you are unable to proceed with your transaction, you may be in breach of the purchase or rental agreement.

4. **RESOURCES:** Below is a non-exhaustive list of potential resources provided as a starting point for Buyer/Tenant investigations and not as an endorsement or guarantee that any federal, state, county, city, or other resource will provide complete advice.
   - **A.** California Department of Insurance “Wildfire Resource” http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm; 1-800-927-4357
   - **B.** Governor's Office of Emergency Services “Cal OES” California Wildfires Statewide Recovery Resources https://wildfirerecovery.caloes.ca.gov/
   - **C.** California Department of Forestry and Fire (”Cal Fire”) https://calfire.ca.gov/ and https://www.readyforwildfire.org/
   - **D.** California Department of Transportation https://dot.ca.gov
   - **E.** California Attorney General https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1
   - **F.** American Institute of Architects “Wildfire Recovery Resources” https://aia.org/pages/165776-wildfire-recovery-resources
     1. “Hardening for Wildfire Resilience” https://aiacalifornia.org/what-you-can-do-right-now/hardening-for-wildfire-resilience/
     2. “Component Fire Relief and Recovery Resources” at https://aiacalifornia.org/news/aia-component-fire-relief-and-recovery resources/
   - **G.** Buyer/Tenant is advised to check all local municipalities (County, City, and/or Town where the property is located) for additional resources.

5. **FIRE HARDENING AND DEFENSIBLE SPACE ADVISORY:**
   - **A. DISCLOSURE AND COMPLIANCE: California law requires certain disclosures be made concerning a property's compliance with safeguards that may minimize the risk of a structure on the property catching fire (fire hardening) and that an agreement be reached concerning compliance with requirements that the area surrounding structures be maintained to minimize the risk of the spread of wildfires (defensible space). The fire hardening and defensible space laws only apply if, among other requirements, the property is located** in either a **high or very high fire** hazard severity zone. If there exists a final inspection report covering fire hardening or defensible space compliance, such a report may need to be provided to the buyer. C.A.R. Form FHDS may be used to satisfy the legal requirements.
   - **B. WHERE TO LOCATE INFORMATION:** Seller has the obligation to determine if compliance with the fire hardening and defensible space requirements are applicable to Seller and the property. It may be possible to determine if a property is in a **high or very high** fire hazard severity zone by consulting with a natural hazard zone disclosure company or reviewing the company's report. This information may also be available through a local agency where this information should have been filed.

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C. **POST CLOSING ISSUES:** A buyer who agrees to bring the property into compliance with defensible space laws after Close of Escrow, and does not do so: **(i)** May be subject to fines and enforcement actions by government agencies in addition to the cost of compliance; **(ii)** May incur increases in property insurance premiums or cancellation of such insurance policies; and **(iii)** Will be responsible for making appropriate disclosures concerning compliance with the property's defensible space laws when reselling the property.

D. **OPTIONAL DISCLOSURE AND REPORTS:** Even if the property is not in either of the zones specified above, or if the Seller is unable to determine whether the property is in either of those zones, if the property is in or near a mountainous area, forest-covered lands, brush-covered lands, grass-covered lands, or land that is covered with flammable material, a Seller may choose to make the disclosures because a Buyer might consider the information material. Reports in the Seller's possession that materially affect the value and desirability of the property shall be Delivered as provided by the agreement.

6. **BUYER/TENANT ACKNOWLEDGEMENT:** Buyer/Tenant understands that Real Estate Agents and Real Estate Brokers have no authority or expertise in providing guidance through the process of investigating the concerns described herein. Buyer/Tenant has an affirmative duty to exercise reasonable care in protecting themselves.

By signing below, Buyer/Tenant acknowledges that they have received a copy of this Wildfire Disaster Advisory, and they have read and understand its terms.

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

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COMPASS

CALIFORNIA ASSOCIATION OF REALTORS®

ADDITIONAL AGENT ACKNOWLEDGEMENT

(C.A.R. Form AAA, Revised 12/15)

This is an addendum to the Purchase Agreement, or ☐ Residential Listing Agreement, or ☐ Buyer Representation Agreement, or ☐ Other _____ ("Agreement"), dated _____, on property known as 3733 W 173rd St., Torrance CA 90504 between Compass ("Buyer/Tenant/Broker") and Dr. Jeff Auerbach, MCC ("Seller/Landlord/Broker").

1. Check **ONE** box **ONLY**. If more than one applies, use separate forms for each.
   A. ☒ Multiple Associate-Licensees working with Seller/Landlord;
   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: Compass
   If applicable, Team Name: Millman Team

   B. The licensees below have entered into a separate written agreement to share responsibility and compensation for certain real estate licensed activity and have informed Broker of, or given Broker a copy of, that separate written agreement.

   C. Agent Jon Millman DRE Lic # 01290219
   Agent Ray Millman DRE Lic # 00766739
   Agent Thomas McMahan DRE Lic # 01991485
   Agent _____ DRE Lic # _____
   Agent _____ DRE Lic # _____

3. By signing below, all parties understand, acknowledge and agree that, wherever the name of any licensee above is indicated in the Agreement or related document, as a representative for the Buyer or Seller specified in 1A or B above, the other licensees shall also be deemed to be named. Listing Broker and Seller signatures are not necessary if this form is only used to modify a Buyer Representation Agreement. Selling Broker and Buyer signatures are not necessary if this form is only used to modify a Listing Agreement.

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord Dr. Jeff Auerbach, MCC Date 11/4/2026

Seller/Landlord _____ Date _____

Real Estate Broker (Listing) Compass DRE Lic. #01991628

By Jon Millman 01290219 Ray Millman DRE Lic. # 00766739 Date 11/4/2026

Real Estate Broker (Selling) _____ DRE Lic. # _____

By _____ DRE Lic. # _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR SELLER REPRESENTATIVES)

(C.A.R. Form RCSD-S, Revised 6/23)

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

☐ The disclosure in this form supersedes any Legally Authorized Signer representation or Representative Capacity Signature Disclosure made in the Agreement specified below or on separate form.
This is a disclosure to the Purchase Agreement, OR ☐ Listing Agreement, ☐ Other _____ ("Agreement"), dated _____, for the property known as ***3733 W 173rd St, Torrance, CA 90504*** ("Property"), between _____ ("Buyer", ☐ Listing Broker, ☐ Other). and ***Melvin P Auerbach 2013 Trust*** ("Seller").
Buyer and Seller are referred to as the "Parties." If a trust, in the blank line above identify Seller as the trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3.). Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Seller.

1. A. ☒ **TRUST:** (1) The Property is held in trust pursuant to a trust document, titled (Full name of trust): ***Melvin P Auerbach 2013 Trust*** dated _____
(2) The person(s) signing below is/are Sole/Co/Successor Trustee(s) of the Trust.

B. ☐ **ENTITY:** Seller is a ☐ Corporation, ☐ Limited Liability Company, ☐ Partnership ☐ Other: _____ which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf. An authorizing resolution of the applicable body of the entity described above ☐ is ☐ is not attached.

C. ☐ **POWER OF ATTORNEY:** Seller ("Principal") has authorized the person(s) signing below ("Attorney-In-Fact", "Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Power of Attorney (☐ Specific Power of Attorney for the Property), dated _____. **This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used.**

D. ☐ **ESTATE**: (1) Seller is an ☐ estate, ☐ conservatorship, or ☐ guardianship, identified by Superior Court Case name as _____, Case #_____ .
(2) The person(s) signing below is/are court approved representatives (whether designated as Sole or Co-Executor, Administrator, Conservator, Guardian) of the estate, conservatorship or guardianship identified above.

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

Seller:

DocuSigned by:
By Dr. Jeff Auerbach, MCC Date: 11/4/2026
F04D7A8B3E8F458...
(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)
(Print Representative Name) ***Jeffrey E Auerbach*** Title: ***Trustee***

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

Acknowledgement of Receipt by Other Party:

Buyer/Broker/Other _____ Date: _____

Buyer/Broker/Other _____ Date: _____

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CALIFORNIA ASSOCIATION OF REALTORS®

TRUST ADVISORY

For Properties Being Sold by the Trustee of a Trust

(C.A.R. Form TA, Reviewed 6/25)

Property is being held in a revocable or irrevocable trust for the benefit of those persons or entities named as beneficiaries in the trust. For the purpose of the sale of Property, the trustee of the trust is treated as the Seller. Even if Seller is exempt from some obligations, Seller must still comply with many others. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the contract between them. **If Property is placed in a trust, any trustee must complete a TDS and other disclosures that would be required of other owners if: (i) any such trustee is a natural person AND (ii) the trust is a revocable trust, AND (iii) the trustee either is the former owner of Property or was an occupant in possession of Property within the preceding year. The disclosures are required of any trustee who meets the above requirements even if other trustees do not.**

1. SELLER MAY BE EXEMPT FROM THE FOLLOWING:

A. (1) **Disclosure Statements:** Seller, unless specified in **paragraph 1A(2)**, does not have to complete, sign and provide Buyer with a Real Estate Transfer Disclosure Statement or Natural Hazard Disclosure Statement (C.A.R Forms TDS and NHD). **Seller remains obligated to make the disclosures and comply with the items specified in Paragraph 1.**

(2) If Property has been placed in a trust, the trustee(s) of the trust is considered the Seller for the purpose of complying with disclosure laws. Seller must complete, sign and provide Buyer with a TDS if **(i)** the Seller is a natural person, AND **(ii)** the trust is a revocable trust, AND **(iii)** the trustee is either a former owner of the Property or was an occupant in possession of the Property within the preceding year.

B. Other Exemptions: Unless **paragraph 1A(2)** applies, Seller is exempt from providing Buyer with a Mello- Roos district lien disclosure, an Improvement Bond Act of 1915 notice, a Supplemental Property Tax notice, a Notice of Private Transfer Fee pursuant to California Civil Code § 1102 et seq. and completing and providing either a Homeowner's or Commercial Property Owners Guide to Earthquake Safety, including any corresponding form.

C. Exempt Seller Disclosures: Even exempt Sellers have statutory or contractual obligations to make certain disclosures and may, or are required by contract to, use an Exempt Seller Disclosure (C.A.R. Form ESD) and is strongly encouraged to do so.

2. SELLER MUST COMPLY WITH THE FOLLOWING:

A. Known Material Fact Disclosures: Seller is obligated to disclose known material facts affecting the value and desirability of the Property even if the specific Real Estate Transfer Disclosure Statement Form is not required to be completed.

B. Hazard Zones: Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States.

C. Smoke Alarms: The sale is not exempt from the State requirements that, for residential one to four units, operable smoke alarms (smoke detectors) be in place. It is negotiable between Buyer and Seller who is to pay for the cost of compliance.

D. Water Heaters: The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped and that Seller provide a written statement of compliance to Buyer.

E. Lead-based Paint: The Seller is not exempt from the federal obligation to: **(i)** disclose known lead-based paint and lead-based paint hazards; **(ii)** provide Buyer copies of reports or studies covering lead-based paint and hazards on the Property; **(iii)** provide Buyer with the pamphlet "Protect Your Family From Lead In Your Home;" and **(iv)** give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978.

F. Carbon Monoxide Devices: The sale is not exempt from the State requirement that for all dwelling units in a residential one to four unit property, the owner must install a carbon monoxide device approved and listed by the State Fire Marshal in the dwelling unit if the dwelling unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage.

G. Water Conserving Plumbing Fixtures: The Sale is not exempt from the State requirement that (i) single family residences built before January 1, 1994 be equipped with water conserving plumbing fixtures by January 1, 2017 and multi-family and commercial properties be equipped with water conserving plumbing fixtures by January 1, 2019; (ii) Sellers disclose to Buyers the requirements of the law; and (iii) sellers disclose to Buyers whether the Property contains any non-compliant plumbing fixtures. See C.A.R. Form WCMD for further information.

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H. **Tax Withholding:** The sale is not exempt from providing information pertaining to the withholding obligation under either the federal "FIRPTA" or the California withholding requirements upon the sale of real property. **Federal:** For federal purposes, a non-resident alien includes a fiduciary. A trustee is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. State: The trust may be exempt from withholding (but not the completion of the real estate withholding certificate) if: **(i)** the trust was revocable prior to the decedent's death; **(ii)** the Property was last used as the decedent's principal residence; and **(iii)** the trustee is electing to treat the trust as part of the decedent's estate under IRC § 645 (see Instructions for FTB Form 593-C).

I. **Megan's Law Database Disclosure:** The sale is not exempt from the requirement that residential sales contracts contain the following notice regarding the availability of information about registered sex offenders: "Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides." (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

3. **OTHER CONSIDERATIONS:**

A. **Local Law:** Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, emergency gas shut-off valves or installation of smoke detectors). Local law should be consulted to determine if sales by a trustee of a trust are exempt from such requirements.

B. **Death:** If the Property is being sold because of the death of an occupant of the Property, and if Buyer has concerns about the manner, location or details of the death, then Buyer should direct any specific questions to Seller.

4. **BROKERS:**

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

B. **Agency:** The sale is not exempt from the obligation to provide agency relationship disclosure and confirmation forms in the sale of residential property containing one-to-four dwelling units, commercial Property and vacant land.

By signing below, the undersigned acknowledge that each has received a copy of this Trust Advisory, and each has read and understands its terms.

Seller DocuSigned by: Dr. Jeff Auerbach, MD F14D170FD81B4E8... *Melvin P Auerbach 2013 Trust* Date 11/4/2026

Seller _____ Date _____

AT TIME OF LISTING

Real Estate Broker *Compass*

By DocuSigned by: Raymond Millman 58668660E82843C... *Raymond Millman* Date 11/4/2026

AT TIME OF SALE

Buyer _____ Date _____

Buyer _____ Date _____

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SMOKE DETECTOR

CERTIFICATE OF COMPLIANCE

11/4/2026
DATE

I hereby certify that a battery operated/permanently wired smoke detector system has been installed in accordance with the manufacturer's recommendations and is now operating at:

JOB ADDRESS: 3733 W 173rd St., Torrance CA 90504
SIGNATURE OF INSTALLER/OWNER: DocuSigned by: Dr. Jeff Auerbach, MCC
PRINT NAME OF INSTALLER/OWNER: Dr. Jeff Auerbach, MCC
STATE CONTACTOR'S LICENSE #:
PHONE #:
OWNER: Dr. Jeff Auerbach, MCC
ADDRESS: 3733 W 173rd St., Torrance CA 90504

TORRANCE MUNICIPAL CODE PORTION OF SECTION 81.2.9 FIRE WARNING SYSTEM

"WHEN AN EXISTING DWELLING UNIT CHANGES OWNERSHIP, A BATTERY OPERATED OR PERMANENTLY WIRED SMOKE DETECTOR SYSTEM SHALL BE INSTALLED INCIDENT TO THE CHANGE OF OWNERSHIP. THE INSTALLATION OF STATE FIRE MARSHALL APPROVED UNITS SHALL BE CERTIFIED BY THE OWNER OR INSTALLER THAT THE UNIT IS OPERATING IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. PERMANENTLY WIRED UNITS SHALL REQUIRE A SEPARATE ELECTRICAL PERMIT. RECEIPT OF THIS CERTIFICATION BY THE CITY SHALL BE DEEMED AS COMPLIANCE WITH THIS REGULATION."

"LOCATION WITHIN DWELLING UNITS:"

"IN DWELLING UNITS, A DETECTOR SHALL BE INSTALLED IN EACH SLEEPING ROOM AND AT A POINT CENTRALLY LOCATED IN THE CORRIDOR OR AREA GIVING ACCESS TO EACH SEPARATE SLEEPING AREA. WHEN THE DWELLING UNIT HAS MORE THAN ONE STORY AND IN DWELLINGS WITH BASEMENTS, A DETECTOR SHALL BE INSTALLED ON EACH STORY AND IN THE BASEMENT. IN DWELLING UNITS WHERE A STORY OR BASEMENT IS SPLIT INTO TWO OR MORE LEVELS, THE SMOKE DETECTOR SHALL BE INSTALLED ON THE UPPPER LEVEL, EXCEPT THAT WHEN THE LOWER LEVEL CONTAINS A SLEEPING AREA, A DETECTOR SHALL BE INSTALLED ON EACH LEVEL. WHEN SLEEPING ROOMS WITHIN AN EFFICIENCY DWELLING UNIT OR HOTEL SUITE ARE ON AN UPPER LEVEL, THE DETECTOR SHALL BE PLACED AT THE CEILING OF THE UPPER LEVEL IN CLOSE PROXIMITY TO THE STAIRWAY. IN DWELLING UNITS WHERE THE CEILING HEIGHT OF A ROOM OPENS TO THE HALLWAY SERVING THE BEDROOMS EXCEEDS THAT OF THE HALLWAY BY 24 INCHES OR MORE, SMOKE DETECTORS SHALL BE INSTALLED IN THE HALLWAY AND IN THE ADJACENT ROOM. DETECTORS SHALL SOUND AN ALARM AUDIBLE IN ALL SLEEPING AREAS OF THE DWELLING UNIT IN WHICH THEY ARE LOCATED."

Return to:
CITY OF TORRANCE
BUILDING & SAFETY
3031 TORRANCE BOULEVARD
TORRANCE, CA 90504

Form # SD-1
Rev 11/94

Docusign Envelope ID: AC60813E-1E3E-8592-803C-6D1C2BAADD41

COMPASS

Receipt for Links to Booklets

Property Address 3733 W 173rd St., Torrance CA 90504

The following hazard booklets can be accessed at:

sites.google.com/compass.com/cahazardbooklets

You will need a compatible PDF reader to view the files listed below:

Residential Environmental Hazards (2011)

Protect Your Family From Lead In Your Home (2021)

Homeowner's Guide to Earthquake Safety (2020)

What Is Your Home Energy Rating? (2011)

The undersigned hereby acknowledge that they have received the required booklets from the Broker(s) in this transaction, via the links provided in the box above. If they wish, the undersigned may ask that Broker(s) provide printed copies.

Buyer/Tenant:_____Buyer/Tenant: _____Dated: _____

Seller/Landlord: DocuSigned by: Dr. Jeff Auerbach MD F14D170FD81B4E8... Seller/Landlord: _____Dated: 11/4/2026

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COMPASS

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: _____ From: Compass

Property: 3733 W 173rd St., Torrance CA 90504 Date: _____

This is to give you notice that Compass, Inc. and its affiliated brokerages ("Compass"),[1] have a business relationship with the providers listed on this disclosure form, and each may refer to you the services of another. Specifically, Compass, Inc. indirectly owns 100% of Chartwell Escrow, Inc., 100% of West Coast Escrow Company, 100% of First California Escrow Corporation, 100% of Terra Coastal Escrow Inc., 100% of Consumer's Title Company of California, Inc., 100% of Equity Title Company, 100% of Cornerstone Title Company, 44.54% of Progressive Title Company, Inc., 56% of Upward Title Company, 49.9% of International ProInsurance Solutions, LLC, 49.9% of OriginPoint Mortgage LLC, 49.9% of Guaranteed Rate Affinity LLC, 100% of Anywhere Insurance Agency, Inc., and 1.65% of Notarize, Inc.

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 a financial or other benefit.

Set forth below is the estimated charge or range of charges for the services listed. You are NOT required to use the listed provider(s) 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.

Provider	Service	Estimated Charge or Range of Charges
Chartwell Escrow, Inc., West Coast Escrow Company, First California Escrow Corporation, Terra Coastal Escrow Inc.	**Closing/ Settlement**	**Sales price** — **Closing/Escrow Fee** $100,000 — $3,500 $300,000 — $3,500 $500,000 — $3,500 $1,000,000 — $5,700 $1,500,000 — $8,200 $3,000,000 — $15,700 Additional fees $200-$1,500. CHARGES ARE ESTIMATES AND MAY VARY. Other charges may apply; contact your representative for more information.
Consumer's Title Company of California, Inc., Equity Title Company, Cornerstone Title Company, Progressive Title Company, Inc., Upward Title Company	**Title Insurance**	**Sales price** — **Owner's Policy** — **Lender's Policy: (Simultaneous)** $100,000 — $802 — $499 $300,000 — $1,331 — $722 $500,000 — $1,760 — $1,019 $1,000,000 — $2,728 — $1,511 $1,500,000 — $3,465 — $1,786 $3,000,000 — $4,882 — $2,555 Typical endorsements $0-$100. Additional fees $175-$180. CHARGES ARE ESTIMATES AND MAY VARY. Other charges may apply; contact your representative for more information.
OriginPoint Mortgage LLC; Guaranteed Rate Affinity LLC	**Loan Products and Services**	Origination Fees (Application, Commitment, Lender, Processing, Origination): $1,640.00 Discount Fee/Points: 0 – 3% of loan amount. Additional third-party fees may apply.
Anywhere Insurance Agency, Inc.	**Homeowner's Insurance**	$2.00 - $8.00 per thousand dollars of replacement cost of dwelling. Pricing will vary based on specific risk profile.

[1] Compass-affiliated brokerages generally use names or trade names which include the word "Compass."

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International ProInsurance Solutions, LLC	**Homeowner's and other Insurance Products**	**Annual Premium** Homeowner's insurance policies typically range from $750-$5,000, but may exceed $40,000 depending upon product, coverage and other factors. Contact International ProInsurance Solutions, LLC for more information.
Notarize, Inc.	**Notary**	$25-$100

In addition to the relationships described above, Compass affiliates have a business arrangement with Assurant Home Warranty ("Assurant"). While these affiliates do not have any ownership interest in Assurant, they may receive fees from Assurant in return for their performance of services.

ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that Compass and the providers listed on 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 or other benefit as the result of any such referral.

Buyer's Signature Date	Buyer's Signature Date
DocuSigned by: Dr. Jeff Auerbach, MD 11/4/2026	
Seller's Signature Date	Seller's Signature Date

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COMPASS

Environmental Hazards Advisory, Acknowledgement and Agreement

Property Address 3733 W 173rd St., Torrance CA 90504

Buyer is hereby advised that the presence of certain kinds of organisms, toxins and contaminants including **but not limited to** mold, fungi, mildew, lead-based contaminates, asbestos, radon, methane and other gases, if present, may adversely affect the occupants and the Property.

Buyer is strongly advised, Broker/Agent recommends and Buyer agrees that appropriate professionals should be engaged by Buyer to inspect for any and all Environmental Hazards during the Investigatory period provided in the Purchase Agreement and prior to the removal of any related contingencies.

Not all inspectors are licensed and licenses are not available for certain types of inspections. Buyer understands and agrees that Broker/Agent does not have expertise in such areas and Buyer shall rely on experts in these fields.

Buyer agrees to fully investigate the Property to satisfy themselves that the property condition is acceptable.

_____ _____

Buyer Date

_____ _____

Buyer Date

Docusign Envelope ID: AC60813E-1E3E-8592-803C-6D1C2BAADD41

COMPASS

BUYER PRELIMINARY TITLE REPORT ("PTR") ADVISORY

PROPERTY ADDRESS: 3733 W 173rd St., Torrance CA 90504

As the buyer, you have or will receive a copy of a Preliminary Title Report (PTR) in the "Disclosure Package" prior to submitting a Purchase Agreement or from the Title Company after the Purchase Agreement is ratified. The PTR is one of the most important documents in the transaction because it contains information regarding recorded documents affecting the Property and its use, including but not limited to exceptions, restrictions, and easements that could affect the property, its use and future development.

It is important that you carefully review the PTR, and any related documents that you have received including copies of easements, liens, encumbrances and judgments. Most often the PTR will be delivered electronically and will include hyperlinks that, when clicked, will take you directly to those documents. It is essential that you take the time to review all documents either prior to submitting a purchase agreement or during any inspection phase of the purchase depending on how your particular transaction is structured.

If you believe you have not received copies of documents which are referenced in the PTR, you should request any and all documents and satisfy yourself as to the suitability of the property before removing any associated contingencies.

If you have any questions regarding these documents or what they mean, you will be directed to a title officer at the Title Company who may be able to assist you. If you need additional information, you should consult with a qualified California real estate attorney. Real estate agents cannot advise on the meaning or effect of such documents.

I/We acknowledge receiving this Advisory and agree and understand the importance of carefully reviewing the Preliminary Title Report and all related documents whether included with the Report or available through a hyperlink to those documents.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Seller: DocuSigned by: Dr. Jeff Auerbach, MD F14D170FD81B4E8... Date: 11/4/2026

Seller: _____ Date: _____

Phone: Fax:
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

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COMPASS

CALIFORNIA WATER RESTRICTIONS, SHORTAGES AND CONSERVATION ADVISORY

Buyer is advised that California is currently facing drought conditions across the state. In some areas the state, local municipalities and water districts have, or may implement, use restrictions to address water shortages. Such policies may impact the Buyer's future use, maintenance and enjoyment of the property.

The policies of local water districts and the city or county in which the Property is located have resulted in, or may in the future, result in the occurrence of any or all of the following:

- Limitations on the amount of water available to the Property
- Restrictions on the use of water
- Increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage

Broker strongly recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property.

If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.

I acknowledge receipt of and I have carefully read this Advisory:

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Seller: DocuSigned by: Dr. Jeff Auerbach, MD F14D170FD81B4E8... Date: 11/4/2026

Seller: _____ Date: _____

Phone: Fax:
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

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3733 W 173rd St., Torrance CA 90504

COMPASS

Advisory Regarding Completing Documents Electronically

PLEASE READ THE FOLLOWING IMPORTANT INFORMATION REGARDING SIGNING DOCUMENTS ELECTRONICALLY.

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

1. **PLEASE READ EACH DOCUMENT**: It is important that you read and understand each transaction document prior to initialing any paragraphs or pages or signing the document where indicated. You should take the time to thoroughly read through each document and make sure that you understand what you are signing, just as you should do if you were signing paper versions of these documents. You may have to scroll up or down to read a whole page.

2. **TAKE YOUR TIME**: There may be a temptation to just skip from one place indicated for your signature to the next. This is easy to do when signing documents in an electronic format. However, it is essential that you TAKE YOUR TIME. Review the entire document before initialing or signing.

3. **OPTIONAL SIGNATURES OR INITIALS**: If there is an indication that a signature or initial is optional, such as for Liquidated Damages or Arbitration paragraphs, take your time to consider whether you want to sign/initial that paragraph so as to make it a part of the contract.

4. **MORE THAN ONE SIGNER**: If more than one person is required to sign the following documents, it is essential that each party separately affix their signatures where indicated on each document.

5. **PRINT A COPY**: Before sending the documents after signature, print a copy; because once you send the documents they are gone making it difficult to obtain a copy of what you signed.

6. **QUESTIONS OR CONCERNS**: If you have any questions or concerns it is important that you call or email your real estate professional or if you need legal, tax or insurance advice, be certain to consult the appropriate professional(s).

I acknowledge receipt and I have carefully read this Advisory:

Seller/Buyer: DocuSigned by: Dr. Jeff Auerbach, MD F14D170FD81B4E8... Date: 11/4/2026

Seller/Buyer: _____ Date: _____

Docusign Envelope ID: AC60813E-1E3E-8592-803C-6D1C2BAADD41

COMPASS

Artificial Intelligence (AI) Advisory

While clients are free to seek information from any source, clients and agents should remain mindful that AI tools are not a substitute for professional advice and may generate incomplete or inaccurate interpretations of real estate documents, potentially leading to missed deadlines, misstated obligations, or unintended consequences. It is important to note that these tools can occasionally produce inaccurate or fabricated information (often referred to as "hallucinations").

Please be advised that your decision to act in reliance on Artificial Intelligence (AI) for the interpretation of real estate documents may lead to inaccurate or incomplete information and is contrary to your broker's advice.

You are strongly encouraged to consult with a qualified California real estate attorney regarding your decision to rely on AI for advice. I remain available to review contracts, disclosures, and other transactional documents with you as previously discussed.

Buyer(s)/Tenant(s):

_____ Date: _____

_____ Date: _____

Seller(s)/Rental Property Owner(s):

DocuSigned by:
Dr. Jeff Auerbach, MCC
F14D170FD81B4E8...
Date: 11/4/2026

_____ Date: _____

Docusign Envelope ID: AC60813E-1E3E-8592-803C-6D1C2BAADD41

COMPASS

Seller or Tenant Acknowledgment of Obligation to Secure and Protect Personal Belongings

Property Address 3733 W 173rd St., Torrance CA 90504 ("the Property")

During the listing period, whether for lease or sale, and any subsequent escrow period, potential buyers, real estate licensees, inspectors, and others will have access to the Property. Owner/Tenant should take appropriate precautions to protect personal belongings from damage or loss.

Jewelry and other valuables should be placed in a locked or otherwise secured area while the Property is being marketed for lease or sale. If you elect to keep valuables at the Property, you do so at your own risk.

It is recommended that you consult with your insurance carrier to ensure that coverage is adequate for any losses or damages which may occur, including, but not limited to personal injury, property damage and theft.

Compass cannot be held responsible for loss or damages, for that reason we are advising you take the necessary precautions to protect your belongings.

*Vacant properties may require special coverage.

Acknowledgment of Receipt:

DocuSigned by:
Dr. Jeff Auerbach, MCC
F44D170FD81B4E8...

Seller/Tenant

11/4/2026
Date

Seller/Tenant

Date

rev. 04.17

Docusign Envelope ID: AC60813E-1E3E-8592-803C-6D1C2BAADD41

COMPASS

LOCAL AREA DISCLOSURES – GREATER LOS ANGELES AND SURROUNDING AREAS

PROPERTY ADDRESS: 3733 W 173rd St., Torrance CA 90504 (The "Property")

1. CITY REPORTS AND ASSESSMENT LIENS
Buyer acknowledges that numerous cities in Southern California require that Seller pay for and deliver to Buyer, prior to close of escrow, a report concerning the City records regarding the Property. Those cities include, but may not be limited to, Los Angeles, Beverly Hills, Santa Monica and Culver City. Buyer and Seller acknowledge that Broker(s) is not responsible for the timely delivery of these reports. Buyer is advised to check with the Department of Building and Safety in the City where the Property is located to determine the status of building permits, certificates of occupancy and other records.

2. INTERSTATE CONSTRUCTION PROJECTS
Buyer is aware that Caltrans consistently plans the construction, expansion, and modification of interstates. Buyer is encouraged to investigate current and planned projects, particularly with regard to a project's potential impact on the Property and traffic in the vicinity of the Property. Buyer is advised to obtain additional information regarding projects from Caltrans.

3. MULHOLLAND SCENIC PARKWAY SPECIFIC PLAN
Buyer is aware that all property in the City of Los Angeles that is bounded on the East by the Hollywood Freeway, on the West by the Los Angeles City/County boundary line, and within approximately one-half mile North or South of Mulholland Drive is subject to the Mulholland Scenic Parkway Specific Plan (City of Los Angeles Ordinance #167943). If the Property
lies within the Specific Plan area, Buyer is strongly advised to obtain a copy of the ordinance and to investigate thoroughly the impact that the Specific Plan may have on the Property. Buyer may obtain an official and current copy of the ordinance by contacting the Los Angeles City Ordinance Division, 200 N. Spring Street
#395, Los Angeles CA 90012 (213) 978-1133.

4. LOS ANGELES BASELINE HILLSIDE AND MANSIONIZATION ORDINANCE
Buyer is advised that the City of Los Angeles has adopted a Baseline Hillside and Mansionization Ordinance (Ordinance #184802) amending Sections 12.03, 12.04, 12.07, 12.07.01, 12.08, 12.21, 12.21.1, 12.23, 12.28, and 13.19 of the Los Angeles Municipal Code and adding Sections 12.21.6 and 13.20 to the Los Angeles Municipal Code to establish new regulations for all single-family residential zoned properties including RA, RE, RS, and R1, and to establish variations of the R1 Zone and also a Rear Detached Garage Supplemental Use District that may be applied to regulate garage placement in the RA, RE, RS, and R1 Zones. The ordinance imposes restrictions on an owner's ability to develop, remodel and/or make improvements to, or rebuild their property, including square footage. Buyer is urged to contact the Los Angeles Department of Building and Safety (LADBS.org) to determine what, if any, impact the foregoing ordinance may have on Buyer's intended use of the Property prior to removing contingencies. Brokers do not have expertise in this area.

5. LOS ANGELES WILDLIFE ORDINANCE
Buyer is advised that the City of Los Angeles Planning Department has proposed a yet to be adopted Wildlife Ordinance that may impact the Buyer's intended use of the property in the areas affected by the ordinance once adopted. City Planning initiated the Wildlife Pilot Study in 2016 in response to a Motion introduced by City Councilmember Paul Koretz. The Motion called for the Department to create an ordinance with a set of land use regulations that would maintain wildlife connectivity in the city. The Wildlife Pilot Study, stakeholder outreach, and expert feedback is informing an approach to proposed regulations to be applied to new development within the Wildlife Pilot Study boundary and would restrict development in highly vegetated and steeply sloped areas that would result in impacts to wildlife movement and habitats. Once adopted, it is intended that the regulations proposed for the Wildlife Pilot Study Area would eventually be expanded to the proposed Protection Areas for Wildlife (PAWs) within the City.
The Motion can be found here: http://clkrep.lacity.org/onlinedocs/2014/14-0518_mot_04-23-14.pdf
The Draft Wildlife Ordinance revised with City Planning Commission recommendations can be found here:
https://planning.lacity.org/odocument/75d6824d-248b-4b12-a61e-f99616e032ef/2022_Wildlife_Ordinance_Staff_Report_EXHIBIT_A_-_Proposed_Wildlife_District_Ordinance_Components.pdf
An interactive map of the Wildlife Ordinance District can be found here:
https://experience.arcgis.com/experience/779e7266be1d40298035cb0394a58f63

Buyer's Initials (_____) (_____) (_____) (_____) **Seller's Initials** DS DJAM (_____) (_____) (_____)

6. PROTECTED TREE PRESERVATION
Buyer is aware of the existence of a Los Angeles City Ordinance (Ordinance #177404) that regulates and encourages the preservation of oak trees and other "protected trees" within the City of Los Angeles. For more information regarding which trees fall within the category of "protected trees", what restrictions apply to such trees, and before removing, relocating or altering any trees on the Property, Buyer is advised to contact the City of Los Angeles, Urban Forestry Division at (213) 485-5675. A permit is generally required to relocate, remove or alter any protected tree. Buyer is advised to contact the Bureau of Street Services at (800) 996-2489 regarding the issuance of a permit. The Seller and Brokers are not experts in this area and cannot give specific advice to Buyer with regard to this matter. Buyer may also visit www.cityofla.org for additional information.

7. DEVELOPMENT OF THE PROPERTY
Buyer acknowledges that numerous conditions and classifications may affect or impair the Buyer's ability to use, re model, and/or develop the Property. These conditions and/or classifications include, but are not limited to, geological hazard abatement districts, including but not limited to Broad Beach, Special Study and/or Seismic Hazard Zones, ancient landslide or community standard districts within the Topanga Area, and the Local Coastal Plan adopted by the California Coastal Commission. Buyer is strongly advised to contact the City of Malibu, the County(s) of Los Angeles or Ventura, the Coastal Commission and/or the State Geologist to determine whether the Property, or Buyer's ability to develop the Property, is affected by any such condition and/or classification.

8. HANCOCK PARK – HISTORIC PRESERVATION OVERLAY ZONE
Buyer is aware that a Historic Preservation Overlay Zone ("HPOZ") has been approved for the Hancock Park and Windsor Square areas of Los Angeles. As a result, an Interim Control Ordinance ("ICO") has been passed which prohibits the issuance of any building permit allowing the demolition or alteration of a building in the proposed HPOZ that affects 51%or more of the building's front façade. Broker hereby recommends that Buyer contact the City of Los Angeles to investigate how the HPOZ and/or ICO will affect the Property, Buyer's ability to do construction on the Property, and the value of the Property.

9. HANCOCK PARK STREET LIGHTING ASSESSMENT
Buyer is advised that properties in Hancock Park and Windsor Square may be subject to an assessment for installation and/or maintenance of special street lighting fixtures. To determine whether the Property is going to be assessed, and the amount of any such assessment, Buyer is advised to contact the Los Angeles County Tax Assessor's Office at (213) 974-3211.

10. HANCOCK PARK/BEVERLY CENTER-CITY OF LOS ANGELES - METHANE GAS DISTRICT
Buyer is aware that the Property may be located in an area designated as either a high risk or potentially high-risk methane gas area and may therefore be subject to the Los Angeles City Methane Gas Ordinance. Buyer may obtain an official copy of the ordinance and a map of the gas district by calling or going to the Los Angeles City Ordinance Division, 200 N. Spring Street #395, Los Angeles, CA 90012, (213) 978-1133.

11. WESTSIDE/MOUNTAINGATE/BEL-AIR SKYCREST/PLAYA VISTA - METHANE GAS PRESENCE
Buyer is aware that properties located in the above areas are known to have methane gas, although they may not presently be subject to the Los Angeles Methane Gas Ordinance. Buyer is advised to contact the homeowners' association of each development for more specific and accurate information regarding this presence.

12. LOS ANGELES/SANTA MONICA/WEST HOLLYWOOD/BEVERLY HILLS – RENT CONTROL
Buyer acknowledges that the Property may be subject to a Rent Stabilization Ordinance. Information regarding the impact of such an ordinance on the Property, including but not limited to, relocation fees and ability to evict tenants, registration of units and compliance with the Ordinance may be obtained from the following boards: Los Angeles City Rent Stabilization Board, (866) 557-7368; City of West Hollywood Rent Stabilization Board (323) 848-6450; City of Santa Monica Rent Control Board
(310) 458-8751; and Beverly Hills Rent Stabilization Board, (310) 285-1031.

13. CITY OF MALIBU AND PROPOSED SPHERE OF INFLUENCE
A portion of Malibu was incorporated as the City of Malibu in March of 1991. The City has imposed new restrictions and standards for construction, remodeling, and land development. Various governmental bodies, such as Site Plan Review Committee, Archaeological Review, Environmental Review Board, City Biologist, and Landscape Control may influence your plans for the Property. The General Plan includes changes in zoning and land use designations. The City of Malibu intends to try to influence development outside its boundaries through a "sphere of influence" in the General Plan. For further information, contact the City of Malibu and/or County(s) of Los Angeles or Ventura Department of Building and Safety.

Buyer's Initials (_____) (_____) (_____) (_____) **Seller's Initials** DS (_____) (_____) (_____) (_____)

14. GEOLOGICAL HAZARD ABATEMENT DISTRICT – MALIBU
Currently, the City of Malibu has designated certain geological hazard-abatement districts, including, but not limited to, Broad Beach. Buyer is strongly advised to check the City of Malibu's zoning codes, obtain an independent geological inspection, and consult with the City of Malibu geologist. If Buyer's purchase is based upon the desire/intention for future improvements, additions, or development of the Property, specific issues may be required to be addressed, such as slope stability and/or possible slide waiver, all of which may affect the Buyer's ability to develop the Property. Full investigation should be performed by Buyer's licensed professional(s) to confirm feasibility of such actions.

15. CALIFORNIA COASTAL COMMISSION, MALIBU, LOS ANGELES, OR VENTURA COUNTY
Buyer acknowledges that development and/or construction on the Property may be subject to the jurisdiction and requirements of the California Coastal Commission, the City of Malibu and/or the County of Los Angeles or Ventura. The development of beachfront property may also be impacted by the determination of "mean high tide lines" in relation to the boundary lines for beachfront property. For Malibu, Calabasas, and Ventura, Buyer should contact the Ventura Office of the Commission at (805) 585-1800. For all other portions of Los Angeles County, Buyer should contact the Commission in Long Beach at (562) 590-5071. Broker also recommends that Buyer contact the State Lands Commission for more information. Furthermore, at several points along the Malibu Coastline, property owners have recorded irrevocable offers to dedicate public access ways, which, if opened in the future, would provide public access to the shoreline through property which was previously private. Buyer is encouraged to consider the location and impact of such dedications or contact the City of Malibu and Commission for further information.

16. LOS ANGELES AIRPORT EXPANSION AND OTHER AIRPORTS
Buyer acknowledges that the Los Angeles International Airport (the "Airport") has a master plan to guide Airport expansion and Buyer further acknowledges that the Airport periodically considers further expansion. The vacant land to the north of the Airport, known as the LAX Northside Property, is awaiting necessary development plan approvals. Buyer is advised to contact the LAX Master Plan Program Management Team at (310) 646-7690 for more information. Further other Los Angeles area airports could expand, restore, or otherwise modify their facilities. Buyer is advised to inquire about any current or planned projects with each respective airport or contact the Federal Aviation Administration at (310) 725-3300.

17. FLIGHT PATHS
Buyer is advised that the frequency and hours of aerial traffic, flight paths and altitude, and other factors related to airport use in the area of the Property, are subject to change. Many local airports are currently reviewing, or have approved, proposals to increase permitted air traffic and flight path routes. Such current or future changes may affect the Property. Buyer is advised to investigate all existing and future plans for expansion of, or changes in, air traffic activity. For additional information, Buyer may contact the (a) Santa Monica Airport at (310) 458-8591, (b) Los Angeles International Airport, Noise Management, at (310) 646-9410, (c) Federal Aviation Administration, at
(310) 725-3300 or the Federal Aviation Administration – Public Affairs Department, at (310) 725- 3580, and/or (d) Burbank Airport Noise Line, at (800) 441-0409 and the Van Nuys Airport at (818) 785-8838.

18. STUDIO EXPANSIONS
Buyer is advised that studios, including but not limited to 20th Century Fox, Universal, and Paramount, periodically expand and increase the density of their office, studio, hotel, commercial, and entertainment spaces, which may or may not adversely affect traffic in the area of the Property. Brokers are unable to advise Buyer regarding the details of current or proposed projects. It is recommended that Buyer thoroughly investigate such projects and satisfy himself or herself as to the effect on the Property, or the traffic in the vicinity of the Property. For further information, please contact 20th Century Fox at (310) 369-2058, Universal Studios at (818) 777-1000, and Paramount at (323) 956-5000.

19. SPECIAL ASSESSMENTS
Buyer is advised that a number of assessments exist or are proposed that could affect the Property, including, but not limited to, geological hazard abatement, homeowners' associations, CC&Rs, flood control, water table lowering, fire prevention, undergrounding of utilities, private roads, private development agreements, and sewers. Buyer acknowledges Buyer will be solely responsible for installments that may become due following the close of escrow.

20. NATURAL AND HAZARDOUS CONDITIONS
Buyer and Seller are aware that numerous areas in Los Angeles are characterized by certain natural hazards and conditions, including but not limited to fires, flooding, severe winds, landslides, mudslides, high wave action on the beach, road closures, wildlife, earthquakes, and sea air. Buyer is further aware that municipal, state, and federal law protecting wildlife, natural ecosystems and the like may impact the Property. For further information, contact the City of Malibu and/or County(s) of Los Angeles or Ventura.

Buyer's Initials (_____) (_____) (_____) (_____) **Seller's Initials** (DS _____) (_____) (_____) (_____)

21. SANTA MONICA MOUNTAINS NATIONAL RECREATION AREA/PARKS
The Santa Monica Mountains National Recreation Area (SMMNRA) has designations for all properties within its boundaries (fee acquisition, easement, cooperative planning, etc.). Properties in close proximity to the SMMNRA may have restrictions placed on them that could affect the Buyer's future development of the Property. Many species of native plants and trees, wildlife, wildlife corridors, creeks and streams are protected from disruption under municipal, state, and federal law.

Additionally, the City of Malibu has proposed a map designating desired parkland acquisitions. The State of California, Los Angeles County, Ventura County, and the Mountains Restoration Trust also have an interest in the future parklands and trails. Buyer is advised to check with the appropriate public agencies to determine the impact on the Property, if any.

22. SANTA MONICA MOUNTAINS OPEN SPACE PRESERVATION DISTRICTS
Buyer is aware that pursuant to the Santa Monica Mountains Open Space Initiative, an assessment of $40 per year for 30 years has been assessed against each single-family household located in the Santa Monica Mountains Open Space Preservation Districts. The funds collected pursuant to the Initiative will be used to protect the remaining open space in the eastern Santa Monica Mountains. Broker recommends that Buyer contact the Mountains Recreation and Conservation Authority at 323-221-9944 or www.mrca.ca.gov, for information on the Initiative and/or Districts, if he/she desires.

23. BRUSH CLEARANCE
Property owners are responsible for keeping the brush on their property cleared in accordance with Fire Department regulations. If the property owner does not clear the brush prior to the deadline (usually May or June) the City or County Weed Abatement Department will clear it after the deadline and lien the property. If the property is owned by the Seller after it is cleared by Weed Abatement, the Seller will be held responsible for paying the Weed Abatement lien. Buyers and Sellers should ascertain lien status from the Weed Abatement Department.

24. LOS ANGELES DEPARTMENT OF WATER AND POWER – OPEN RESERVOIRS
Buyer is aware that properties in the areas surrounding an open reservoir may be impacted by existing or future plans to modify open reservoirs in order to comply with Federal and State Clean Water Acts and other laws regarding water use and storage. Buyer is advised to obtain additional information regarding this matter from the (a) Los Angeles Department of Water and Power, 111 N. Hope St., Los Angeles, CA 90012; and (b) Water Quality Hotline - 213-367-3182.

25. SUBWAY SYSTEM-LIGHT RAIL-METRO RAIL
Buyer is informed that the Property may be situated in or near one of the areas in which public authorities are contemplating or planning location of a public rail transportation line. Any such rail line could adversely or beneficially affect the value or desirability of the Property. Buyer is advised that areas somewhat distant from the actual rail line may also be impacted. This potential impact includes, but is not limited to, the construction of ventilation units for the subway system, adjustment of traffic patterns due to construction, and construction or implementation of adjacent transportation facilities such as shuttle connections. Buyer is strongly advised to independently investigate the potential impact of any rail line on the Property. Current information on public transportation rail lines may be obtained from the MTA hotline, (213) 922-6235.

26. HOMELESSNESS
Buyer is advised that homelessness has been and is currently an issue in many Greater Area Los Angeles communities. Some neighborhoods may experience a higher number of homeless persons in the community than others. Buyer is advised to perform his or her own due diligence concerning this matter as it relates to the Property.

27. SANTA MONICA LEASING REQUIREMENTS FOR RENTAL UNITS
On September 8, 2020 the City Council enacted new leasing requirements that apply to all rental units in Santa Monica. The ordinance is available here. The new rules went into effect on October 9, 2020 and require that all rental units adhere to the following rules:

- Units must be rented only to natural persons
- Units must be rented only to tenants intending the unit to be their primary residence
- Units must be rented for an initial term of not less than 1 year
- Units must be rented unfurnished

These new regulations are intended to preserve Santa Monica's rental housing stock for permanent residents in response to concern regarding loss of rental housing stock to corporations and persons who do not wish to make Santa Monica their primary residence.

Buyer's Initials (_____) (_____) (_____) (_____) **Seller's Initials** (DS) (_____) (_____) (_____) (_____)

On October 12, 2020, in response to community input, the City Council adopted amendments to the new leasing requirements. These include permitting an owner who occupies a rental housing unit as their primary residence to lease that unit for more than 30 days and less than a year no more than twice a year for a total period of less than six months. Also, leases necessitated for temporary tenant relocation would not need to comply with any of the four main aspects of the leasing requirements listed above. Council adopted other amendments as well. For more information on leasing requirements, read the **staff report** or visit the **City Planning webpage.**

28. DOCUMENTARY TRANSFER TAX (REAL PROPERTY TRANSFER TAX)

A Documentary Transfer Tax is imposed on all documents that convey real property within the cities of Los Angeles County (Per Revenue & Taxation Code Sections 11911-11933). Documentary Transfer Tax is computed when the consideration or value of the interest or property conveyed (exclusive of the value of any lien or encumbrance remaining thereon at the time of sale) exceeds one hundred dollars ($100), at the rate of fifty-five cents ($0.55) for each five hundred dollars ($500), or fractional part thereof. The Recorder's Office collects the tax on behalf of the Cities at the time the document is recorded.

Additional Tax Rates for Specific Cities

Special rates apply to the following 5 cities: Culver City, Los Angeles, Pomona, Redondo Beach and Santa Monica.
Refer to the Los Angeles County Clerk/Recorder's Office website for more information on the specific Transfer Tax Rates in each city: https://www.lavote.gov/home/records/property-document-recording/documentary-transfer-taxes.
The County rate for these 5 special Cities is calculated at the full $1.10 per $1000.

29. SHORT-TERM RENTALS IN THE CITY OF BEVERLY HILLS

Short-Term Rentals Prohibited Citywide

On August 5, 2025, the City Council adopted Ordinance No. 25-O-2918 to prohibit short-term rentals (effective September 5, 2025) in all single-family and multi-family units citywide. The ordinance requires a minimum initial lease period of 12 months for all single-family and multi-family units. Month-to-month leases are allowed only after the expiration of the initial 12-month lease.

Increased Penalties for Renting or Advertising Short-Term Rentals

In addition to renting a property as a short-term rental, listing or advertising a property as a short-term rental is also punishable as a Municipal Code violation. Renting or advertising a short-term rental may result in administrative citations of $1,500 for the first offense, $3,000 for the second offense, and $5,000 for the third and subsequent offenses within a rolling 12-month period. Each day of renting or advertising a short-term rental may be cited as a separate offense.

To report a known or suspected short-term rental, please contact the Code Enforcement Division at 310-285-1000 or bhcp@beverlyhills.org.

_____	_____	DocuSigned by: Dr. Jeff Auerbach, MCC E14D170FD81B4E8...	11/4/2026
Buyer	Date	Seller	Date
_____	_____	_____	_____
Buyer	Date	Seller	Date
_____	_____	_____	_____
Buyer	Date	Seller	Date
_____	_____	_____	_____
Buyer	Date	Seller	Date

Buyer's Initials (_____)(_____)(_____)(_____) **Seller's Initials** DS (_____)(_____)(_____)(_____)

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3733 W 173rd, Torrance 90504 STATUS: **Active**

DocuSigned by:
Thomas McMahan
082F3879FFE24B2...

LIST PRICE: **$885,000**

Major cross streets are Artesia Blvd and Ainsworth Ave

Recent: **10/28/2026 : NEW**

BED / BATH: **3/2,0,0,0**
SQFT(src): **1,238 (A)**
PRICE PER SQFT: **$714.86**
LOT(src): **5,328/0.1223 (A)**
LEVELS: **One**
GARAGE: **2/Detached**
YEAR BUILT(src): **1955 (ASR)**
PROP SUB TYPE: **SFR/D**
DAM / CDAM: **7/7**
SLC: **Standard**
PARCEL #: **4087014005**
LISTING ID: **SB26230767**

DESCRIPTION

Great opportunity in North Torrance - 3 bedroom home with lots of potential and ready for your personal touch - enter into a good size living room with hardwood floors and a floor heater - adjacent dining room leads to a good size kitchen with linoleum flooring - newer dual pane windows - three good sized bedrooms with hardwood floors and hallway cabinets for extra storage - three-quarter bath in the hallway - individual laundry room with utility sink and an additional three-quarter bath nearby, convenient for guests - back bedroom has a door leading directly to the good size backyard with grass and brick patios - double detached garage, RV potential using long driveway, newer vinyl driveway gate and border fence - a great opportunity for buyers looking to update, customize and make a home their own - conveniently located near good schools, shopping, restaurants, medical, freeway access and parks - bring your ideas and make this home the start of your next chapter!

EXCLUSIONS:

INCLUSIONS:

AREA: **132 - N Torrance - West**
SUBDIVISION: **/**
COUNTY: **Los Angeles**
SENIOR COMMUNITY?: **No**
CERTIFIED 433A?:

LIST $ ORIGINAL: **$885,000**
BASEMENT SQFT:
COMMON WALLS: **No Common Walls**
PARKING: **Driveway, Garage, RV Potential**
HORSE:
PROBATE AUTHORITY:

SELLER WILL CONSIDER CONCESSIONS IN OFFER:
ROOM TYPE: **Kitchen, Laundry, Living Room, Main Floor Bedroom**
EATING AREA: **Area, In Living Room**

COOLING: **None**
HEATING: **Floor Furnace**
VIEW: **None**
WATERFRONT:
LAUNDRY: **Individual Room, Inside**

PROP SUB TYPE: **Single Family Residence (Detached)**

STRUCTURE TYPE: **House**

COMMON INTEREST: **None**

INTERIOR

INTERIOR:
MAIN LEVEL BEDROOMS: **3**
MAIN LEVEL BATHROOMS: **2**

ACCESSIBILITY:
APPLIANCES: **Dishwasher, Disposal, Gas Oven**
KITCHEN FEATURES: **Tile Counters**
BATHROOM FEATURES: **Bathtub**

FLOORING: **Vinyl, Wood**
ENTRY LOC/ENTRY LVL: **front door/1**
FIREPLACE: **None**

EXTERIOR

EXTERIOR:
FENCING: **Block**
DIRECTION FACES:

SECURITY: **Carbon Monoxide Detector(s), Smoke Detector(s)**
SEWER: **Public Sewer**

LOT: **Back Yard, Front Yard, Lawn, Yard**
POOL: **None**

PATIO/PORCH:
SPA: **None**

BUILDING

BUILDER NAME:
MAKE:
BUILD MODEL:
TAX MODEL:

ARCH STYLE:
DOOR:
WINDOW: **Double Pane Windows**

ROOF: **Composition**
FOUNDATION DTLS: **Raised**
PROP COND: **Repairs Cosmetic**

CONSTR MTLS: **Stucco**
OTHER STRUCT:
NEW CONSTRUCTION YN: **No**

GARAGE AND PARKING

ATTACHED GARAGE?: **Detached**
UNCOVERED SPACES:

PARKING TOTAL: **2**
REMOTES:

GARAGE SPACES: **2**
RV PARK DIM:

CARPORT SPACES:

GREEN

GREEN ENERGY GEN:
WALK SCORE:

GREEN ENERGY EFF:

GREEN SUSTAIN:

GREEN WTR CONSERV:

POWER PRODUCTION

POWER PRODUCTION: **No**

GREEN VERIFICATION: **No**

COMMUNITY

HOA FEE: **$0**
HOA FEE 2:
HOA FEE 3:

HOA NAME:
HOA NAME 2:
HOA NAME 3:

HOA PHONE:
HOA PHONE 2:
HOA PHONE 3:

OF UNITS: **1**
UNITS IN COMMUNITY:
STORIES TOTAL: **1**

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OTHER FEES:
COMMUNITY: **Curbs, Sidewalks**
HOA MANAGEMENT NAME:
HOA MANAGEMENT NAME 2:
HOA MANAGEMENT NAME 3:
HOA AMENITIES:

LAND

LAND LEASE?: **No**
PARCEL #: **4087014005**
ADDITIONAL APN(s): **No**
LAND LEASE AMOUNT:
LAND LEASE AMT FREQ:
LAND LEASE PURCH?:
LAND LEASE RENEW:
LAND LEASE EXP DATE:
UTILITIES:
ELECTRIC:
WATER SOURCE: **Public**
LOT SIZE DIM:
ASSESSMENTS: **Unknown**
TAX LOT: **10**
TAX BLOCK:
TAX TRACT #: **21036**
ZONING:
TAX OTHER ASSESSMENT: **$429**
TAX OTHER ASSESS SOURCE: **Estimated**

SCHOOL

HIGH SCHOOL DISTRICT: **Torrance Unified**
HIGH SCH DIST SOURCE:
ELEMENTARY: **Carr**
ELEM SOURCE:
ELEMENTARY OTHER:
MIDDLE/JR HIGH: **Magruder**
MIDDLE/JR SOURCE:
MIDDLE/JR HIGH OTHER:
HIGH SCHOOL: **North**
HIGH SOURCE:
HIGH SCHOOL OTHER:

LISTING

BAC:
BAC RMRKS:
DUAL/VARI COMP?: **No**
LEASE CONSIDERED?: **No**
CURRENT FINANCING:
POSSESSION:
SIGN ON PROPERTY?:
CONTINGENCY LIST:
TERMS: **1031 Exchange, Cash, Cash to New Loan, Conventional, Fannie Mae, FHA, Freddie Mac, VA Loan**
LIST AGRMT: **Exclusive Right To Sell**
LIST SERVICE: **Full Service**
AD NUMBER:
DISCLOSURES:
INTERNET, AVM?/COMM?: **Yes/Yes**
INTERNET?/ADDRESS?: **Yes/Yes**
NEIGHBORHOOD MARKET REPORT YN?: **Yes**

DATES

LIST CONTRACT DATE: **10/28/26**
START SHOWING DATE:
ON MARKET DATE: **10/28/26**
PRICE CHG TIMESTAMP:
STATUS CHG TIMESTAMP: **10/28/26**
MOD TIMESTAMP: **11/01/26**
EXPIRED DATE:
PURCH CONTRACT DATE:
ENDING DATE:

CONTINGENCY:

PRIVATE REMARKS: Offers due Tuesday 11/3 - will be reviewed Wednesday 11/4 and a response by end of business TH 11/5 - email all offers to LA at offers@millmanteam.com - include current preapproval letter with fico for all buyers and proof of funds. Owner passed away in the home from old age in 2026.

SHOWING INFORMATION

SHOW CONTACT TYPE: **None**
SHOW CONTACT NAME:
SHOW CONTACT PH:
LOCK BOX LOCATION: **Front door**
LOCK BOX TYPE: **Supra**
OCCUPANT TYPE: **Vacant**
OWNER'S NAME:

SHOW INSTRUCTIONS: **Brokers Open TH 10/29 12-2 lunch Public open house Sat 10/31 12-3 + Sun 11/1 1-4 Showings to start at brokers. Vacant on Supra go direct.**

DIRECTIONS: **Major cross streets are Artesia Blvd and Ainsworth Ave**

AGENT / OFFICE

LA: **(SMILLRAY) Raymond Millman**
CoLA: **Jonathan Millman**
LO: **(SB1350760) Compass**
LO PHONE: **310-241-3038**
CoLO: **Compass**
CoLO PHONE: **310-241-3038**
LA State License: **00766739**
CoLA State License: **01290219**
LO State License: **01991628**
LO FAX:
CoLO State License: **01991628**
CoLO FAX:
Offers Email: **offers@millmanteam.com**

CONTACT PRIORITY

1.LA DIRECT: **310-375-1069**
2.LA EMAIL: **ray@millmanteam.com**

Docusign Envelope ID: AC60813E-1E3E-8592-803C-6D1C2BAADD41

CALIFORNIA ASSOCIATION OF REALTORS®

AGENT VISUAL INSPECTION DISCLOSURE

(CALIFORNIA CIVIL CODE § 2079 ET SEQ.)

For use by an agent when a transfer disclosure statement is required or when a seller is exempt from completing a TDS

(C.A.R. Form AVID, Revised 6/24)

COMPASS

This inspection disclosure concerns the residential property situated in the City of Torrance, County of Los Angeles, State of California, described as 3733 W 173rd St. 3733 W 173rd St, Torrance, CA 90504 ("Property").

☐ This Property is a duplex, triplex, or fourplex, or otherwise has additional dwelling units. An AVID is required for all units. This AVID form is for ALL units (or ☐ only unit(s) _____).

Inspection Performed By (Real Estate Broker Firm Name) Compass

California law requires, with limited exceptions, that a real estate broker or salesperson (collectively, "Agent") conduct a reasonably competent and diligent **visual** inspection of reasonably and normally accessible areas of certain properties offered for sale and then disclose to the prospective purchaser material facts affecting the value or desirability of that property that the inspection reveals. The duty applies regardless of whom that Agent represents. The duty applies to residential real properties containing one-to-four dwelling units, and manufactured homes (mobilehomes). The duty applies to a stand-alone detached dwelling (whether or not located in a subdivision or a planned development) or to an attached dwelling such as a condominium. The duty also applies to a lease with an option to purchase, a ground lease or a real property sales contract of one of those properties.

California law does not require the Agent to inspect the following:

- Areas that are not reasonably and normally accessible
- Areas off site of the property
- Public records or permits
- Common areas of planned developments, condominiums, stock cooperatives and the like.

Agent Inspection Limitations: Because the Agent's duty is limited to conducting a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of only the Property being offered for sale, there are several things that the Agent will not do. What follows is a non-exclusive list of examples of limitations on the scope of the Agent's duty.

Roof and Attic: Agent will not climb onto a roof or into an attic.

Interior: Agent will not move or look under or behind furniture, pictures, wall hangings or floor coverings. Agent will not look up chimneys or into cabinets, or open locked doors.

Exterior: Agent will not inspect beneath a house or other structure on the Property, climb up or down a hillside, move or look behind plants, bushes, shrubbery and other vegetation or fences, walls or other barriers.

Appliances and Systems: Agent will not operate appliances or systems (such as, but not limited to, electrical, plumbing, pool or spa, heating, cooling, septic, sprinkler, communication, entertainment, well or water) to determine their functionality.

Size of Property or Improvements: Agent will not measure square footage of lot or improvements, or identify or locate boundary lines, easements or encroachments.

Environmental Hazards: Agent will not determine if the Property has mold, asbestos, lead or lead-based paint, radon, formaldehyde or any other hazardous substance or analyze soil or geologic condition.

Off-Property Conditions: By statute, Agent is not obligated to pull permits or inspect public records. Agent will not guarantee views or zoning, identify proposed construction or development or changes or proximity to transportation, schools, or law enforcement.

Analysis of Agent Disclosures: For any items disclosed as a result of Agent's visual inspection, or by others, Agent will not provide an analysis of or determine the cause or source of the disclosed matter, nor determine the cost of any possible repair.

What this means to you: An Agent's inspection is not intended to take the place of any other type of inspection, nor is it a substitute for a full and complete disclosure by a seller. Regardless of what the Agent's inspection reveals, or what disclosures are made by sellers, California Law specifies that a buyer has a duty to exercise reasonable care to protect himself or herself. This duty encompasses facts which are known to or within the diligent attention and observation of the buyer. Therefore, in order to determine for themselves whether or not the Property meets their needs and intended uses, as well as the cost to remedy any disclosed or discovered defect, **BUYER SHOULD: (1) REVIEW ANY DISCLOSURES OBTAINED FROM SELLER; (2) OBTAIN ADVICE ABOUT, AND INSPECTIONS OF, THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS; AND (3) REVIEW ANY FINDINGS OF THOSE PROFESSIONALS WITH THE PERSONS WHO PREPARED THEM. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.**

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If this Property is a duplex, triplex, or fourplex, or otherwise has additional dwelling units this AVID is for unit # _____.

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE REASONABLY AND NORMALLY ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

Entry (excluding common areas): ***Marks +scratches on floor. Marks on walls, heater, door, blinds. Windows hazy. Hairline cracks on walls. Electrical outlets missing covers.***

Living Room:

Dining Room: ***Marks on walls, floor, door frames. Light missing cover. Windows hazy.***

Kitchen: ***Portion of floor missing. Marks on floor, sink, cabinets, stove, door frames, walls. Light missing cover. Window hazy. Light bulbs missing. Chips in sink +counters.***

Other Room: ***Laundry. Floor discolored. Marks on walls, cabinets, sink, doors. Light not connected to ceiling all the way.***

Hall/Stairs (excluding common areas): ***Marks on ceiling, floor, heater, cabinets. Hairline cracks on ceiling.***

Bedroom # *1* : ***Northeast. Marks on floor, doors, hinges, closet doors, exterior door, outlets. Window hazy. Outlet covers missing. Light cover missing.***

Bedroom # *2* : ***Northwest. Marks +scratches on floor. Marks on walls, doors, in closet.***

Bedroom # *3* : ***Light cover missing. Windows hazy. Marks +scratches on floor. Marks on walls, cabinets, in closet. Hairline cracks on walls.***

Bedroom # __ :

Bath # *1* : ***By laundry. Marks on mirrors, light fixtures, hinges, sink, shower door, tiles/grout, shower fixtures. Windows hazy. Cracks +chipping paint on walls by shower. Shower door deteriorated. Rectangle metal box on exterior wall.***

Bath # *2* : ***Hallway. Missing flooring. Marks on floor, tub, sink, countertop, light fixture, door, walls, cabinets. Metal rectangle on wall. Window hazy. Paint chipping.***

Bath # _____ :

Bath # _____ :

If this Property is a duplex, triplex, or fourplex, or otherwise has additional dwelling units this AVID is for unit # _____.

Other: *Paint chipping on window +door frames. Black dots on window frames. Block wall does not run in straight line turns to meet neighbor's garage then wooden fence attaches to back of neighbors garage.*

Other: _____

Other: _____

☐ **See Addendum for additional rooms/structures:** _____

Garage/Parking (excluding common areas): _____

Exterior Building and Yard - Front/Sides/Back: *Marks on doors, mailbox, pipes, vinyl gates and fence, bricks. Marks +cracks on walkways, sidewalks, driveway apron, stucco, block walls. Driveway +side wooden gate deteriorated. Stucco discolored in various areas. Planters broken.*

Other Observed or Known Conditions Not Specified Above: *Age+sq ft+lot size+permits+schools should be verified-air traffic overhead-coyotes may be in area. Soil is adobe. Artesia blvd+ 405 freeway (noise can be heard) + apartments nearby.*

This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.

Real Estate Broker (Name of Firm that performed the inspection): *Compass*
Inspection Performed By (Name of individual agent or broker): *Thomas McMahan*
Inspection Date/Time: *10/29/2026 12* Weather conditions: *Cloudy*
Other persons present: *Other agents*

By DocuSigned by: Thomas McMahan 1A5E87D7E52D3... Date 11/4/2026
(Signature of Associate Licensee or Broker who performed the inspection)

Reminder: Not all defects are observable by a real estate licensee conducting an inspection. The inspection does not include testing of any system or component. Real Estate Licensees are not home inspectors or contractors. BUYER SHOULD OBTAIN ADVICE ABOUT AND INSPECTIONS OF THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.

I/we acknowledge that I/we have read, understand and received a copy of this disclosure.

Buyer _____ Date _____
Buyer _____ Date _____

I/we acknowledge that I/we have received a copy of this disclosure.
(The initials below and Broker signature are not required but can be used as evidence that the initialing or signing party has received the completed form.)

Seller DS DJAMY _____

Real Estate Broker (that did NOT fill out this AVID) _____

By _____ Date _____
(Associate Licensee or Broker Signature)

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