

Addendum No. 1 -Probate Listing Agreement  
Estate of Kathryn Louise Garcia, aka Kathryn L. Garcia & Kathryn Garcia (the "Estate")  
Case No: 25PE002527C

Potential buyers are hereby advised that the sale of the property referenced in the attached Listing Agreement (together with all addenda, exhibits, purchase agreements, counter-offers and counter-counter offers thereto shall be referred to herein collectively as the "Agreement") shall be subject to the following terms and conditions. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Exempt From Transfer Disclosure. Buyer acknowledges that this is a transfer by a fiduciary in the course of the administration of a probate estate, and, in accordance with California Civil Code, Section 1102.2(d), is exempt from the real estate transfer disclosure requirements of Sections 1102 et. seq. of the California Civil Code.

Buyer's Inspection. Buyer has the right, at Buyer's expense, to have one or more professionals inspect the property and Buyer is encouraged to conduct all due diligence it deems appropriate to satisfy itself regarding all aspects of the property and the transaction set forth in the Agreement. Buyer hereby agrees to indemnify, defend, and forever hold Seller and its trustees, representatives and affiliates harmless from all liability, claims, losses, damages, costs, and expenses, including attorneys' fees, arising out of or resulting from the performance of any such inspection. Buyer may terminate the contract based on the results of any such inspection by providing Seller with written notice of termination as specified in the Agreement. The notice shall state the basis of the Buyer's determination and shall be accompanied by any relevant written inspection reports. Buyer's failure to provide the notice in the manner required by the Agreement shall be deemed a waiver of the right to terminate the Agreement.

Condition of Property. Buyer shall have inspected the property or caused the property to be inspected and shall purchase the property with whatever apparent or hidden damage there may be. Buyer agrees to purchase the property in its "as is" "where is" and "with all faults" condition, without termite clearance, termite work or other repair or rehabilitation work to be performed by Seller, and without representation or warranty of any kind, express or implied and Seller expressly disclaiming and Buyer is hereby waiving all warranties, express or implied, including, but not limited to, the current or future: (1) zoning or special use; (2) conformity of the improvements or use thereof to current zoning, building or occupancy laws; (3) condition or suitability of earth underlying the property for the existing or any future use; (4) condition of the roof or other structural elements of the property or improvements; (5) condition or suitability of any improvement thereon for occupancy; (6) condition or operability of any utility system or appliance; (7) environmental condition of the property; or (8) any warranty of habitability, merchantability, suitability for a particular or commercial purpose or of good and workmanlike construction. Seller or other owners or occupants of the property may have previously made repairs, replacements or improvements to the property with relation to the remediation of potential contaminants, which contaminants may have contained mold, mildew or other fungicidal properties or without obtaining applicable permits from the City and/or which may not

\_\_\_\_\_ Buyer

\_\_\_\_\_ Seller

comply with current municipal Building Code provisions or Buyer's intended use. Seller (or its affiliates) did not construct the home and there may be aspects of its construction which no longer comply with current municipal Building Code provisions and Buyer is advised to undertake a complete investigation of this issue as part of its due diligence investigation. All obligations, representations and warranties of Seller hereunder shall be received and understood in the context of this disclosure.

Seller Acting in Representative Capacity. Buyer hereby acknowledges and agrees that Seller holds the Property as Administrator of the Estate and that Seller neither is nor shall be personally liable in any respect whatsoever for any cause of action Buyer may have arising out of any contract or deed made as the result of the sale of the property. Buyer's rights and claims in such case being limited exclusively to such rights and claims, if any, as Buyer may have against the probate estate or the Seller in his representative capacity as Administrator of the Estate.

Notice of Proposed Action. This sale will be subject to the Notice of Proposed Action Procedure (California Probate Code Sections 10580, et.seq.)

\_\_\_\_\_ Buyer

\_\_\_\_\_ Seller

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