



SELLER PROPERTY QUESTIONNAIRE

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

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed. If Seller is exempt from completing a TDS, Seller should complete an Exempt Seller Disclosure (C.A.R. Form ESD) or may use this form instead:

NOTE TO SELLER: YOU ARE STRONGLY ADVISED TO CAREFULLY REVIEW THE DISCLOSURE INFORMATION ADVISORY (C.A.R. Form DIA) BEFORE YOU COMPLETE THIS SELLER PROPERTY QUESTIONNAIRE. ALL SELLERS OF CALIFORNIA REAL PROPERTY ARE REQUIRED TO PROVIDE VARIOUS DISCLOSURES, EITHER BY CONTRACT, OR BY STATUTE OR CASE LAW. MANY DISCLOSURES MUST BE MADE WITHIN CERTAIN TIME LIMITS. TIMELY AND THOROUGH DISCLOSURES HELP TO REDUCE DISPUTES AND FACILITATE A SMOOTH SALES TRANSACTION.

Seller makes the following disclosures with regard to the real property or manufactured home described as 5105 Morella Ave, Valley Village, CA 91607, Assessor's Parcel No. 2355-006-063, situated in Valley Village, County of Los Angeles, California ("Property").

☐ This property is a duplex, triplex or fourplex. A SPQ is required for all units. This SPQ is for ALL units (or ☐ only unit(s) _____).

1. **Disclosure Limitation:** 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 agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.

2. **Note to Seller, PURPOSE:** To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Answer based on actual knowledge and recollection at this time.
- Something that you do not consider material or significant may be perceived differently by a Buyer.
- Think about what you would want to know if you were buying the Property today.
- Read the questions carefully and take your time.
- If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.

3. **Note to Buyer, PURPOSE:** To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Something that may be material or significant to you may not be perceived the same way by the Seller.
- If something is important to you, be sure to put your concerns and questions in writing (C.A.R. Form BMI).
- Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
- Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.

4. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified. Explain any "Yes" answers in the space provided or attach additional comments and check paragraph 19.

5. **DOCUMENTS:** ARE YOU (SELLER) AWARE OF...

Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents (whether prepared in the past or present, including any previous transaction, and whether or not Seller acted upon the item), pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller ☐ Yes ☒ No

Note: If yes, provide any such documents in your possession to Buyer. Receipt for Reports (C.A.R. Form RFR) may be used to list such documents.

Explanation: _____

6. **STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:** ARE YOU (SELLER) AWARE OF...

- A. Within the last 3 years, the death of an occupant of the Property upon the Property ☐ Yes ☒ No
(Note to Seller: The manner of death may be a material fact to the Buyer, and should be disclosed, except for a death by HIV/AIDS.)
- 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 (see paragraph 14 for more disclosures) ☐ 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 inspection reports on any exterior balconies, stairways or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums ☐ Yes ☒ No
(See C.A.R. Form WBSA for more information)

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SPQ REVISED 12/25 (PAGE 1 OF 4)

Buyer's Initials _____ / _____

Seller's Initials

Initials: JZ PLGT



SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4)

Property Address: **5105 Morella Ave, Valley Village, CA 91607**

L. Material facts or defects affecting the Property not otherwise disclosed to Buyer ☐ Yes ☒ No
Explanation, or ☐ (if checked) see attached:

7. REPAIRS AND ALTERATIONS:

ARE YOU (SELLER) AWARE OF...

- A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) ☒ Yes ☐ No
- B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? ☒ Yes ☐ No
- C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) ☒ Yes ☐ No
- D. Any part of the Property being painted within the past 12 months ☒ Yes ☐ No
- E. Whether the Property was built before 1978 (if No, leave (1) and (2) blank)..... ☒ Yes ☐ No
- (1) If yes, whether any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (2) blank) ☐ Yes ☒ No
- (2) If yes to (1), whether such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule ☐ Yes ☐ No
- F. Whether you acquired the property within 18 months of accepting an offer to sell it..... ☐ Yes ☒ No
- (1) If yes, have any room additions, structural modifications, or other alterations or repairs (collectively "Improvements") been performed by a contractor while you have owned the Property..... ☐ Yes ☐ No
- Note 1:** If yes to F(1), Seller shall provide in the Explanation below: (i) a list of such Improvements and (ii) the name and contact information for each contractor who performed services of \$1,000 or more.
- Note 2:** If yes to F(1), Seller shall provide in the Explanation below (i) a list of those Improvements for which Seller has obtained permits, and Seller shall attach copies of those permits to this SPQ, and (ii) for those Improvements for which Seller does not have a permit, Seller shall include a statement identifying those Improvements stating that Seller was not provided permits by the third party making the Improvement, and providing the contact information for such third parties from whom the Buyer may obtain those permits.

Explanation, or ☐ (if checked) see attached: See attached addendum

8. STRUCTURAL, SYSTEMS AND APPLIANCES:

ARE YOU (SELLER) AWARE OF...

- A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances ☒ Yes ☐ No
- B. The existence of a solar power system (if yes, Seller to provide C.A.R. Form SOLAR)..... ☐ Yes ☒ No
- C. The leasing of any of the following on or serving the Property: solar power system, water softener system, water purifier system, alarm system, or propane tank(s) ☐ Yes ☒ No
- D. An alternative septic system on or serving the Property ☐ Yes ☒ No
- E. Whether any structure on the Property other than the main improvement is used as a dwelling ☐ Yes ☒ No
- (1) If Yes to E, whether there are separate utilities and meters for the dwelling..... ☐ Yes ☐ No
- (2) If Yes to E, whether the dwelling received a permit or other government approval as an Accessory Dwelling Unit (ADU) ☐ Yes ☐ No

Explanation: See attached addendum

9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

ARE YOU (SELLER) AWARE OF...

- A. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs ☐ Yes ☒ No
- If yes, was federal flood disaster assistance conditioned upon obtaining and maintaining flood insurance on the Property ☐ Yes ☐ No
- (NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property and if it is not, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)
- B. Receiving domestic water storage tank assistance pursuant to § 13194 of the Water Code or whether the real property ever received such assistance and the real property currently still has the domestic storage tank..... ☐ Yes ☒ No
- If yes, the following disclosure is made: (1) This property has a domestic water storage tank provided by a county, community water system, local public agency, or nonprofit organization, pursuant to § 13194 of the Water Code. (2) The domestic water storage tank was made available to households that had a private water well that had gone dry, or had been destroyed due to drought, wildfire, other natural disasters, or was otherwise nonfunctioning. (3) The domestic water storage tank provided pursuant to § 13194 of the Water Code might not convey with the real property. (4) Due to the water well issues that led to this property obtaining assistance pursuant to § 13194 of the Water Code, the buyer is advised to have an inspection of the water well and to have a professional evaluate the availability of water to the property to ensure it suits the purposes for which the buyer is purchasing the property.

Explanation: _____

10. WATER-RELATED AND MOLD ISSUES:

ARE YOU (SELLER) AWARE OF...

- A. Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property ☐ Yes ☒ No
- B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property.. ☐ Yes ☒ No
- C. Rivers, streams, flood channels, underground springs, high watertable, floods, or tides, on or affecting the Property or neighborhood ☐ Yes ☒ No

Explanation: _____

SPQ REVISED 12/25 (PAGE 2 OF 4)

Buyer's Initials _____ / _____

Seller's Initials

Initial Initial
JZ PLGT

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 2 OF 4)

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Property Address: **5105 Morella Ave, Valley Village, CA 91607**

11. PETS, ANIMALS AND PESTS:

ARE YOU (SELLER) AWARE OF...

- A. Past or present pets on or in the Property ☒ Yes ☐ No
- B. Past or present problems with livestock, wildlife, insects or pests on or in the Property ☒ Yes ☐ No
- C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above ☐ Yes ☒ No
- D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above ☒ Yes ☐ No
- If so, when and by whom _____

Explanation: **See attached addendum**

12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:

ARE YOU (SELLER) AWARE OF...

- A. Surveys, easements, encroachments or boundary disputes ☐ Yes ☒ No
- B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage..... ☐ Yes ☒ No
- C. Use of any neighboring property by you ☐ Yes ☒ No

Explanation: _____

13. LANDSCAPING, POOL AND SPA:

ARE YOU (SELLER) AWARE OF...

- A. Diseases or infestations affecting trees, plants or vegetation on or near the Property ☒ Yes ☐ No
- B. Operational sprinklers on the Property ☒ Yes ☐ No
- (1) If yes, are they ☒ automatic or ☐ manually operated.
- (2) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system ☐ Yes ☒ No
- C. A pool heater on the Property ☐ Yes ☒ No
- If yes, is it operational? ☐ Yes ☐ No
- D. A spa heater on the Property ☐ Yes ☒ No
- If yes, is it operational? ☐ Yes ☐ No
- E. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired ☒ Yes ☐ No

Explanation: **See attached addendum**

14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS (AND ANY OTHER PROPERTIES FOR WHICH ANY PARAGRAPH A-F APPLIES): (IF APPLICABLE)

ARE YOU (SELLER) AWARE OF...

- A. Property being: (i) a condominium; (ii) being located in a planned unit development or; (iii) being located in a common interest subdivision..... ☐ Yes ☐ No
- B. Any Homeowners' Association (HOA) which has any authority over the subject property..... ☐ Yes ☐ No
- C. Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others) ☐ Yes ☐ No
- D. CC&R's or other deed restrictions or obligations ☐ Yes ☐ No
- E. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property ☐ Yes ☐ No
- F. CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improvements made on or to the Property ☐ Yes ☐ No
- (1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or HOA Committee requirement ☐ Yes ☐ No
- (2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA Committee ☐ Yes ☐ No

Explanation: **To my knowledge, this section does not apply.**

15. TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS:

ARE YOU (SELLER) AWARE OF...

- A. Other than the Seller signing this form, any other person or entity with an ownership interest ☐ Yes ☒ No
- B. Leases, options or claims affecting or relating to title or use of the Property ☐ Yes ☒ No
- C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood ☐ Yes ☒ No
- D. Features of the property shared in common with adjoining landowners, such as walls, fences and driveways, whose use or responsibility for maintenance may have an effect on the subject property..... ☒ Yes ☐ No
- E. Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject property, whether in writing or not ☐ Yes ☒ No
- F. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity. ☐ Yes ☒ No
- G. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property ☐ Yes ☒ No
- H. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill ☐ Yes ☒ No

Explanation: **15D: There are P/L fences to the north and to the west.**

Initial _____ Initial _____

JZ **PAG**

SPQ REVISED 12/25 (PAGE 3 OF 4)

Buyer's Initials _____ / _____

Seller's Initials



SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 3 OF 4)

Property Address: **5105 Morella Ave, Valley Village, CA 91607**

16. NEIGHBORS/NEIGHBORHOOD:

ARE YOU (SELLER) AWARE OF...

- A. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: Neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife ☒ Yes ☐ No
- B. Any past or present disputes or issues with a neighbor which might impact the use, development and enjoyment of the Property ☐ Yes ☒ No

Explanation: See attached addendum

17. GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

- A. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property ☐ Yes ☒ No
- B. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property ☐ Yes ☒ No
- C. Existing or contemplated building or use moratoria that apply to or could affect the Property ☐ Yes ☒ No
- D. Any state or local requirements or restrictions relating to the future replacement of existing gas-powered appliances that are being transferred with the property. Gas-powered appliances include, but are not limited to, appliances fueled by natural gas or liquid propane ☐ Yes ☒ No
- E. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property ☐ Yes ☒ No
- F. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals ☐ Yes ☒ No
- G. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed ☐ Yes ☒ No
- H. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property..... ☐ Yes ☒ No
- I. Whether the Property is historically designated or falls within an existing or proposed Historic District ☐ Yes ☒ No
- J. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies ☐ Yes ☒ No
- K. Any differences between the name of the city in the postal/mailling address and the city which has jurisdiction over the property ☐ Yes ☒ No

Explanation: _____

18. OTHER:

ARE YOU (SELLER) AWARE OF...

- A. Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present ☐ Yes ☒ No
- B. Any residue, which may be indicated by smell or test results, from smoking tobacco or nicotine products, which includes the use of an electronic cigarette or vape device..... ☐ Yes ☒ No
- C. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth ☐ Yes ☒ No
- D. Whether the Property was originally constructed as a Manufactured or Mobile home ☐ Yes ☒ No
- E. Whether the property is tenant occupied ☒ Yes ☐ No
- F. Whether the Property was previously tenant occupied even if vacant now ☒ Yes ☐ No
- If yes, disclose if you know the method or manner of how the tenancy ended.

Explanation: See attached addendum

19. MATERIAL FACTS:

- A. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ☐ Yes ☒ No
- B. ☐ (IF CHECKED) **ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

Explanation: _____

Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from his/her own duty of disclosure.

Seller Patricia D. Gum, trustee
 Seller BCDE38AC3C0F4E5...

Date 6/9/2026

Date 6/10/2026

By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Property Questionnaire form.

Buyer _____

Date _____

Buyer _____

Date _____

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SPQ REVISED 12/25 (PAGE 4 OF 4)

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 4 OF 4)

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Addendum to Seller Property Questionnaire | 5105 Morella Ave, Valley Village, CA 91607

SECTION 7:

7A: Updates and maintenance were performed by licensed contractors throughout our 23 years in the home. It would be next to impossible to list the dates of work and who did the work. Here's a list of some of the work that has been done in the last 5-10 years:

Electrical panel - there were no problems, just updating

Kitchen remodel - there were no problems, just updating

Both bathrooms remodeled - there were no problems, just updating

HVAC replaced in 2026 - old unit failed

Alarm system replaced in 2025 - there were no problems, just updating

Water Heater - old unit failed

Exterior painted - - there were no problems, just updating

Interior painted - - there were no problems, just updating

Hardwood floors refinished - there were no problems, just updating

Insulation put into the ceiling in the library-- there were no problems, just updating

7B: Yes, low flow toilet, shower heads and water heater

7C: Quarterly maintenance on the fountain, and occasional treatment, as needed seasonally, for whitefly on trees/hedges

7D: Interior hallway, exterior front porch

SECTION 8:

8A: There is some minor termite damage (not active) in the subfloor of the dining room. Repairs are forthcoming. Exterior planter wall on the west side of the house was cracked and we replaced it in kind. Not sure what year that was.

SECTION 11:

11A: Yes, we had 2 outdoor cats. No pets in the house.

11B: On going maintenance for termites, and occasional treatment for whitefly on trees/hedges.

11D: On going maintenance for termites, and occasional treatment for whitefly on trees/hedges.

SECTION 13:

13A: On going maintenance for termites, and occasional treatment for whitefly on trees/hedges.

13E: On going maintenance for irrigation system. Occasional repairs on sprinkler heads and valves.

SECTION 16:

16A: North Hollywood High School is close by. Kids walk by the house to and from school. School parking is not allowed in the front of the house, so parking due to school activity is not an issue. School marching band occasionally practices on Morella Ave.

SECTION 18:

18E: Property will be free of tenants on July 1 2026

18F: Property was leased/tenant occupied from Oct 2024-June2026. Owner occupied from April 1997-Oct 2024.

Buyer's Signature _____

Date _____

Buyer's Signature _____

Date _____

Seller's Signature _____

Date 6/9/2026

Seller's Signature _____

Date 6/10/2026

Signed by: 
Signed by 55FE4C6...
Patricia D Gum, trustee
BCDE38AC3C0F4E5...



REAL ESTATE TRANSFER DISCLOSURE STATEMENT
(CALIFORNIA CIVIL CODE §1102, ET SEQ.)
 (C.A.R. Form TDS, Revised 6/24)

☐ This property is a duplex, triplex or fourplex. A TDS is required for all units. This TDS is for ALL units (or ☐ only unit(s) ____).

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Valley Village, **COUNTY OF** Los Angeles, **STATE OF** CALIFORNIA,
DESCRIBED AS 5105 Morella Ave, Valley Village, CA 91607

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 6/9/2026. **IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.**

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to § 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- ☐ Inspection reports completed pursuant to the contract of sale or receipt for deposit.
☐ Additional inspection reports or disclosures: _____

☒ *No substituted disclosures for this transfer.*

II. SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. 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.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Seller ☐ **is** ☒ **is not** occupying the property.

A. The subject property has the items checked below:*

- | | | |
|---|--|--|
| ☒ Range | ☐ Wall/Window Air Conditioning | ☐ Pool: |
| ☒ Oven | ☒ Sprinklers | ☐ Child Resistant Barrier |
| ☒ Microwave | ☒ Public Sewer System | ☐ Pool/Spa Heater: |
| ☒ Dishwasher | ☐ Septic Tank | ☐ Gas ☐ Solar ☐ Electric |
| ☐ Trash Compactor | ☐ Sump Pump | ☒ Water Heater: |
| ☒ Garbage Disposal | ☐ Water Softener | ☒ Gas ☐ Solar ☐ Electric |
| ☒ Washer/Dryer Hookups | ☒ Patio/Decking | ☒ Water Supply: |
| ☒ Rain Gutters | ☐ Built-in Barbecue | ☒ City ☐ Well |
| ☒ Burglar Alarms | ☐ Gazebo | ☐ Private Utility or Other _____ |
| ☒ Carbon Monoxide Device(s) | ☐ Security Gate(s) | ☒ Gas Supply: |
| ☒ Smoke Detector(s) | ☒ Garage: | ☒ Utility ☐ Bottled (Tank) |
| ☒ Fire Alarm | ☒ Attached ☐ Not Attached | ☒ Window Screens |
| ☐ TV Antenna | ☐ Carport | ☐ Window Security Bars |
| ☐ Satellite Dish | ☒ Automatic Garage Door Opener(s) | ☐ Quick Release Mechanism on Bedroom Windows |
| ☐ Intercom | ☒ Number Remote Controls <u>1</u> | ☒ Water-Conserving Plumbing Fixtures |
| ☒ Central Heating | ☐ Sauna | Living room |
| ☒ Central Air Conditioning | ☐ Hot Tub/Spa: | Fireplace(s) in _____ |
| ☐ Evaporator Cooler(s) | ☐ Locking Safety Cover | Age: <u>25</u> (approx.) |
| Exhaust Fan(s) in <u>kitchen, bathroom</u> | 220 Volt Wiring in <u>kitchen</u> | |
| ☒ Gas Starter <u>fireplace, range</u> | Roof(s): Type: <u>composition</u> | |
| ☐ Other: _____ | | |

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☐ Yes/☒ No. If yes, then describe. (Attach additional sheets if necessary): _____

(*see note on page 2)

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TDS REVISED 6/24 (PAGE 1 OF 3)

Buyer's Initials _____ / _____

Seller's Initials

Initial
JZ

Initial
PAGT



REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 1 OF 3)

Property Address: 5105 Morella Ave, Valley Village, CA 91607

Date: 6/9/2026

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ☒ Yes ☐ No. If yes, check appropriate space(s) below.

☐ Interior Walls ☐ Ceilings ☒ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s) ☐ Windows ☐ Doors ☐ Foundation ☐ Slab(s)
☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plumbing/Sewers/Septics ☐ Other Structural Components
 (Describe: Minor termite damage in the sub-floor of the dining room)

If any of the above is checked, explain. (Attach additional sheets if necessary.): _____

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with § 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with § 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with § 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. § 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence 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. Fixtures in this dwelling may not comply with § 1101.4 of the Civil Code.

C. Are you (Seller) aware of any of the following:

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property ☐ Yes ☒ No
 2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property ☒ Yes ☐ No
 3. Any encroachments, easements or similar matters that may affect your interest in the subject property ☐ Yes ☒ No
 4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. ☒ Yes ☐ No
 5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes ☐ Yes ☒ No
- (Note to C4 and C5: If transferor acquired the property within 18 months of accepting an offer to sell it, transferor shall make additional disclosures regarding the room additions, structural modifications, or other alterations or repairs on a Seller Property Questionnaire (C.A.R. Form SPQ).)
6. Fill (compacted or otherwise) on the property or any portion thereof ☐ Yes ☒ No
 7. Any settling from any cause, or slippage, sliding, or other soil problems ☐ Yes ☒ No
 8. Flooding, drainage or grading problems ☐ Yes ☒ No
 9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides ☐ Yes ☒ No
 10. Any zoning violations, nonconforming uses, violations of "setback" requirements ☐ Yes ☒ No
 11. Neighborhood noise problems or other nuisances ☐ Yes ☒ No
 12. CC&R's or other deed restrictions or obligations ☐ Yes ☒ No
 13. Homeowners' Association which has any authority over the subject property ☐ Yes ☒ No
 14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☐ Yes ☒ No
 15. Any notices of abatement or citations against the property ☐ Yes ☒ No
 16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to § 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to § 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to § 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to § 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☐ Yes ☒ No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): _____

See attached addendum

- D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.
2. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Signed by: The Jacques Rifkind and Patricia Ann Gum Trust Dated August 4, 1999 Date 6/9/2026
 Seller Patricia A. Gum Trust
 Signed by: The Jacques Rifkind and Patricia Ann Gum Trust Dated August 4, 1999 Date 6/10/2026
 Seller BCDE38AC3C0F4E5...



Property Address: 5105 Morella Ave, Valley Village, CA 91607

Date: 6/9/2026

III. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

- ☐ See attached Agent Visual Inspection Disclosure (AVID Form)
☐ Agent notes no items for disclosure.
☒ Agent notes the following items: **AVID TO FOLLOW**

Buyer is advised to obtain their own 3rd party inspections and satisfy themselves with all aspects of the property, including but not limited to: price, location, square footage and condition.

Signed by: _____ DocuSigned by: _____
 Agent (Broker Representing Seller) Compass (Please Print)
 By Evan Cowitt / Sally Forster Jones Date 6/9/2026
 9B6604F157F4498...803139B31CFE401... (Associate Licensee or Broker Signature)

IV. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

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

- ☐ See attached Agent Visual Inspection Disclosure (AVID Form)
☐ Agent notes no items for disclosure.
☐ Agent notes the following items: _____

Agent (Broker Obtaining the Offer) _____ (Please Print)
 By _____ Date _____
 (Associate Licensee or Broker Signature)

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Signed by: _____
 Seller The Jacques Rifkind and Patricia Ann Gum Trust Dated August 4, 1999 Date 6/9/2026
 4B343C8655FE4C6...
 Seller Patricia A Gum, trustee Date 6/10/2026
 BCDE38AC3C0F4E5...
 Buyer _____ Date _____
 Buyer _____ Date _____

Signed by: _____ DocuSigned by: _____
 Agent (Broker Representing Seller) Compass (Please Print)
 By Evan Cowitt / Sally Forster Jones Date 6/9/2026
 9B6604F157F4498...803139B31CFE401... (Associate Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) _____ (Please Print)
 By _____ Date _____
 (Associate Licensee or Broker Signature)

§ 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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TDS REVISED 6/24 (PAGE 3 OF 3)

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 3 OF 3)

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





CALIFORNIA
ASSOCIATION
OF REALTORS®

ADDENDUM No. 1

(C.A.R. Form ADM, Revised 12/21)

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, ☒ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☐ Other _____, dated 6/9/2026, on property known as _____,

5105 Morella Ave, Valley Village, CA 91607 ("Property/Premises"), in which _____ is referred to as ("Buyer/Tenant") and The Jacques Rifkind and Patricia Ann Gum Trust Dated August 4, 1999 ("Seller/Landlord"). Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

C2: There are P/L fences to the north and to the west.

C4: Detached office is not permitted. There is no plumbing. It has hardwired wifi, and a unit air conditioner. No heat.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord Signed by: [Signature] The Jacques Rifkind and Patricia Ann Gum Trust Dated August 4, 1999 Date 6/9/2026

Seller/Landlord Patricia A Gum, trustee The Jacques Rifkind and Patricia Ann Gum Trust Dated August 4, 1999 Date 6/10/2026

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ADM REVISED 12/21 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)



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	Signed by: <u>The Jacques Rifkind and Patricia Ann Gum Trust Dated August 4, 1999</u>	Date <u>6/9/2026</u>
Seller	<u>Patricia Ann Gum, trustee</u>	Date <u>6/10/2026</u>
BCDE38AC3C0F4E5...		
Buyer		Date _____
Buyer		Date _____

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WCMD REVISED 6/24 (PAGE 1 OF 1)



I found the booklet, *The Homeowner's Guide to Environmental Hazards and Earthquake Safety*(with gas shut-off valve update) which includes the *Federal Lead* booklet and *Toxic Mold Update*:

- ☐ Helpful
☐ Too detailed
☐ Not detailed enough

- ☐ Clearly written
☐ Confusing

- ☐ The booklet helped me to locate earthquake weaknesses in my home.
☐ I have strengthened my home to resist earthquakes.
☐ I plan to fix my home's earthquake weaknesses.
☐ The booklet helped me find out that my home did not have any earthquake weaknesses.

The year my home was built was _____.

Comments: _____

We Want To Hear From You!

California Seismic Safety Commission
 1900 K Street, Suite 100
 Sacramento, California 95814-4186

To Whom It May Concern: I have received a copy of the Environmental Hazards and Earthquake Safety(with gas shut-off valve update)which includes the Federal Lead booklet and Toxic Mold Update, and Home Energy Rating booklet.

Property Address: 5105 Morella Ave, Valley Village, CA 91607

Date _____	Time _____	_____	_____
		(Buyer's signature)	(printed name)
Date _____	Time _____	_____	_____
		(Buyer's signature)	(printed name)
Date _____		_____	_____
		(Buyer's Agent's signature)	(Broker's name)

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.)

ALL SIGNERS SHOULD RETAIN A COPY OF THIS PAGE FOR THEIR RECORDS

California Civil Code Section 2079.10 states that if the HERS booklet is provided to the Buyer by the Seller or Broker, then this booklet is deemed to be adequate to inform the home buyer about the existence of California Home Energy Rating Program.

Revised 09/10 Official C.A.R.* Publication 09/10

To Whom It May Concern: I have received a copy of the Environmental Hazards and Earthquake Safety(with gas shut-off valve update)which includes the Federal Lead booklet and Toxic Mold Update, and Home Energy Rating booklet.

Property Address: 5105 Morella Ave, Valley Village, CA 91607

Date _____	Time _____	Signed by: _____	_____
		(Seller's signature)	(printed name)
Date 6/10/2026	Time _____	Signed by: <u>Patricia H Gum, trustee</u>	<u>The Jacques Rifkind and Patricia Ann Gum Trust Dated August 4, 1999</u>
		(Seller's signature)	(printed name)
Date 6/9/2026	Time _____	Signed by: <u>Evan Cowitt / Sally Forster Jones</u>	<u>The Jacques Rifkind and Patricia Ann Gum Trust Dated August 4, 1999</u>
		(Seller's Agent's signature)	(printed name)
		(Broker's name)	<u>Compass</u>

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.)

ALL SIGNERS SHOULD RETAIN A COPY OF THIS PAGE FOR THEIR RECORDS

California Civil Code Section 2079.10 states that if the HERS booklet is provided to the Buyer by the Seller or Broker, then this booklet is deemed to be adequate to inform the home buyer about the existence of California Home Energy Rating Program.

Revised 09/10 Official C.A.R.* Publication 09/10



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 6/24)

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 professional even if Seller or Broker has 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 contain conflicting information. If there are discrepancies between reports, disclosures or other information, you are responsible for contacting appropriate professionals to confirm the accuracy of 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 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.



TABLE OF CONTENTS

SBSA CATEGORIES AND ALPHABETICAL INDEX						
A	B	C	D	E	F	G
Investigation of Physical Condition	Property Use and Ownership	Off-Site and Neighborhood Conditions	Legal Requirements (Federal, State and Local)	Contract Related Issues and Terms	Other Factors Affecting Property	Local Disclosures and Advisories
Pages 2-5	Pages 5-8	Pages 9-10	Pages 10-11	Pages 11-12	Pages 13-14	Page 15

	Page		Page
1. Accessory Dwelling Units	5	35. Marketing; Internet Advertising; Internet Blogs; Social Media	14
2. Arbitration	12	36. Mediation	12
3. Building Permits, Zoning and Code Compliance.....	5	37. Megan's Law Database Disclosure	11
4. Buyer Intended Future Use	6	38. Mold	3
5. California Fair Plan	6	39. Neighborhood, Area, Personal Factors, Buyer Intended Use, High Speed Rails, and Smoking Restrictions	9
6. Community Enhancement and Private Transfer Fees	13	40. Neighborhood Noise Sources	9
7. Death on the Property	10	41. 1915 Improvement Bond Mello-Roos Community District, and Other Assessment Districts	8
8. Earthquake Fault Zones and Seismic Hazard Zones	10	42. Non-Confidentiality of Offers	12
9. Easements, Access and Encroachments	2	43. Notice of Your Supplemental Property Tax Bill	11
10. Electrification of Energy Source	11	44. Online or Wire Funds Transfers	12
11. Electronic Signatures	11	45. Owner's Title Insurance	7
12. Environmental Hazards	3	46. PACE Loans and Liens	14
13. EPA's Lead-Based Paint Renovation, Repair and Painting Rule	10	47. Pets and Animals	4
14. Escrow Funds	12	48. Preliminary Title Report	5
15. Fire Hardening, Defensible Space, and Wildfire Disasters ..	5	49. Property Tax Bill Supplemental Notice; Accurate Sales Price Reporting	10
16. Fire Hazards	10	50. Recording Devices	14
17. FIRPTA/California Withholding	10	51. Re-Keying	14
18. Flood Hazards	11	52. Rent and Eviction Control Laws and Ordinances	8
19. Formaldehyde	3	53. Retrofit, Building Requirements, and Point of Sale Requirements	8
20. Future Repairs, Replacements and Remodels	6	54. Schools	9
21. General Recall/Defective Product/Class Action Information	13	55. Sea Level Rise	10
22. Geologic Hazards	3	56. Septic Systems	4
23. Golf Course Disclosures	9	57. Short Term Rentals and Restrictions	8
24. Heating Ventilating and Air Conditioning Systems	6	58. Signing Documents Electronically	11
25. Historical Designation, Coastal Commission, Architectural, Landscape, Agricultural or Open Space and other Restrictions on Buildings or Improvement	6	59. Soil and Geologic Conditions	4
26. Homeowner Associations and Covenants, Conditions and Restrictions ("CC&Rs"); Charging Stations; FHA/VA Approval	13	60. Solar Panels and Net Energy Metering	14
27. Home Warranty	12	61. Square Footage, Lot Size, Boundaries and Surveys	4
28. Identification of Natural Persons Behind Shell Companies in All-Cash Transactions	12	62. Swimming Pool, Security and Safety	8
29. Inspections	3	63. Underground Pipelines and Utilities	9
30. Insurance, Title Insurance and Title Insurance After Foreclosure	6	64. Views	8
31. Land Lease	7	65. Water Intrusion	4
32. Legal Action	13	66. Water Shortages and Conservation	8
33. Liquidated Damages	12	67. Well and Water System(s)	5
34. Marijuana and Methamphetamine Labs	7	68. Wildlife	9
		69. Wood Balconies, Stairs, and Other Structures	14
		70. Wood Destroying Pests	5
		71. Zone Maps May Change	11

A. Investigation of Physical Conditions

- 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 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 inspection contingency period. Brokers do not have expertise in this area.

2. **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, pcb's, 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 inspection 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.
3. **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 inspection 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.
4. **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 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 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 geologic 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.
5. **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 within 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, or 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 for the area of concern to Buyer. 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 somebody 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 area.
6. **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 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 roof. 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. Brokers do not have expertise in this area. 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.

- 7. 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 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 had 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.
- 8. 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 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 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.
- 9. 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.
- 10. 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 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 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.
- 11. 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. Because 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.



- 12. 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 inspection contingency period. Brokers do not have expertise in this area.
- 13. 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 inspection contingency period. Brokers do not have expertise in this area.
- 14. FIRE HARDENING, DEFENSIBLE SPACE, AND WILDFIRE DISASTERS:** California is subject to wildfires which have resulted in damage and destruction of many properties located in the state. 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 mandates that sellers provide buyers with statements of compliance with local mandates if adopted by local agencies. 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 to 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 partial 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.

- 15. 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 reviews 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 do not have expertise in this area.

B. Property Use and Ownership

- 1. 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.
- 2. 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.

3. **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 his 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.
4. **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.
5. **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.
6. **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 inspection contingency period. Brokers do not have expertise in this area.
7. **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 inspection contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.
8. **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 his or her 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. If 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, as do all insurance policies, contain some exclusions, 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 mistakenly has 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.

9. LAND LEASE: Buyer and Seller are advised that certain developments are built on leased land. This means that: **(i)** Buyer does not own the land, **(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.

10. 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.

11. 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.

- 12. 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 inspection contingency period. Brokers do not have expertise in this area.
- 13. 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, (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.
- 14. 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 inspection contingency period. Brokers do not have expertise in this area.
- 15. 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 inspection contingency period. Brokers do not have expertise in this area.
- 16. 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.
- 17. 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.
- 18. 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

1. **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.
2. **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.
3. **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.
4. **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 inspection contingency period. Brokers do not have expertise in this area.
5. **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 inspection contingency period. Brokers do not have expertise in this area.
6. **WILDLIFE:** California is the 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.

7. **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 inspection contingency period. Brokers do not have expertise in this area.

D. Legal Requirements (Federal, State and Local)

1. **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.
2. **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 inspection 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.
3. **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 <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.
4. **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 inspection 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.
5. **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.

6. **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 his or her lender and/or insurance agent during Buyer's inspection contingency period. Buyer is advised that there is a potential for flooding even outside designated zones. Brokers do not have expertise in this area.
7. **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.
8. **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 his or her 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.

9. **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.
10. **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

1. **SIGNING DOCUMENTS ELECTRONICALLY:** 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 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 are 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.

2. **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 initiated 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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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.
8. **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 CND). 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.
9. **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

1. **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.
2. **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 inspection 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.
3. **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."
4. **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.

5. **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.
6. **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.
7. **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.
8. **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. Buyers 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.
9. **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.
10. **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 read, understands and received a copy of all 15 pages of this Advisory.

BUYER

BUYER

SELLER

SELLER

Signed by:

Signed by:

4BB443C86557E4C6

Patricia A Gum, trustee

BCDE38AC3C0F4E5...

The Jacques Rifkind and Patricia Ann Gum Trust Dated August 4, 1999

The Jacques Rifkind and Patricia Ann Gum Trust Dated August 4, 1999

6/9/2026

6/10/2026



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.



- 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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WFDA REVISED 12/25 (PAGE 2 OF 2)



WILDFIRE DISASTER ADVISORY (WFDA PAGE 2 OF 2)

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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 5105 Morella Ave, Valley Village, CA 91607 ("Property"),
between _____ ("Buyer", ☐ Listing Broker, ☐ Other).

and The Jacques Rifkind and Patricia Ann Gum Trust Dated August 4, 1999 ("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): _____

The Jacques Rifkind and Patricia Ann Gum Trust Dated August 4, 1999

dated 1999-08-04T15:00:00.000Z

(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: Signed by: _____

By _____ Date: 6/9/2026
(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)

(Print Representative Name) Jacques Rifkind, trustees Title: Trustee

By _____ Date: 6/10/2026
(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)

(Print Representative Name) Patricia A Gum, trustee Title: Trustee

Acknowledgement of Receipt by Other Party:

Buyer/Broker/Other _____ Date: _____

Buyer/Broker/Other _____ Date: _____

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

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



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.**



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:

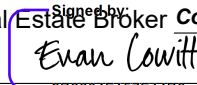
A. Inspection: The sale is not exempt from the Broker's obligation to conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to Buyer material facts revealed by such an inspection in the sale of residential property containing one-to-four dwelling 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	 Signed by: <u>The Jacques Rifkind and Patricia Ann Gum Trust Dated August 4, 1999</u>	Date <u>6/9/2026</u>
Seller	 Signed by: <u>Patricia A. Gum, Trustee of The Jacques Rifkind and Patricia Ann Gum Trust Dated August 4, 1999</u>	Date <u>6/10/2026</u>

AT TIME OF LISTING

Real Estate Broker	 Signed by: <u>Compass</u>	DocuSigned by: <u>Sally Forster Jones</u>
By	<u>Evan Cowitt</u>	Date <u>6/9/2026</u>

AT TIME OF SALE

Buyer	_____	Date _____
Buyer	_____	Date _____

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TA REVIEWED 6/25 (PAGE 2 OF 2)

TRUST ADVISORY (TA PAGE 2 OF 2)

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**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 12/24)

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: 5105 Morella Ave, Valley Village, CA 91607 ("Property")
 in which _____ is referred to as Buyer or Tenant
 and The Jacques Rifkind and Patricia Ann Gum Trust Dated A The Jacques Rifkind and Patricia Ann Gum 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.

Signed by: _____
 Seller or Housing Provider,
Patricia A Gum, Trustee

 Seller or Housing Provider

6/9/2026

Date

6/10/2026

Date



Property Address: 5105 Morella Ave, Valley Village, CA 91607

Date 6/9/2026

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

Agent (Broker representing Seller or Housing Provider)
(Please print)

Signed by: Evan Cowitt DocuSigned by: Sally Forster Jones 6/9/2026
9B6604F157F44B8... 803139B31CFE401...
Associate-Licensee or Broker Signature Date
Evan Cowitt / Sally Forster Jones

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

Buyer or Tenant

Date

Buyer or Tenant

Date

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) Associate-Licensee or Broker Signature Date
(Please print)

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LPD REVISED 12/24 (PAGE 2 OF 2)



LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (LPD PAGE 2 OF 2)

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SQUARE FOOTAGE AND LOT SIZE ADVISORY AND DISCLOSURE

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

Property Address: 5105 Morella Ave, Valley Village, CA 91607 ("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	1,611 sqft	7,294 sqft		☒
Multiple Listing Service				☐
Seller	Detached office is not in included		Measurement comes from the following source:	☐
Appraisal #1				☐
Appraisal #2				☐
Condominium Map/Plan				☐
Architectural Drawings				☐
Floor Plan/Drawings				☐
Survey				☐
Other				☐
Other				☐

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

Signed by: _____ Date 6/9/2026
 Seller: Patricia A. Sum, trustee
 Signed by: _____ Date 6/10/2026
 Seller: _____
 BCDE38AC3C0F4E5...

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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SQUARE FOOTAGE AND LOT SIZE ADVISORY AND DISCLOSURE (SFLS PAGE 1 OF 1)

Phone: _____ Fax: _____
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HOMEOWNER'S GUIDE TO EARTHQUAKE SAFETY

Residential Earthquake Risk Disclosure Statement (2020 Edition)Name The Jacques Rifkind and Patricia Ann Gum Trust Dated August 4, 1999Street Address 5105 Morella Ave, Valley Village, CA 91607Year Built 1937City Valley VillageCounty Los AngelesZip Code 91607

Answer these questions to the best of your knowledge. If any of the questions are answered "No," your home is likely to have an elevated/disclosable earthquake risk. If you do not have actual knowledge as to whether these risks exist, answer "Don't Know." Questions answered "Don't Know" may indicate a need for further evaluation. If your home does not have the feature, answer "Doesn't Apply." If you corrected one or more of these risks, describe the work on a separate page. The page numbers in the right-hand column indicate where in this guide you can find information on each of these features.

	Yes	No	Doesn't Apply	Don't Know	See Page
1. Is the water heater braced to resist falling during an earthquake?	☒	☐	☐	☐	14
2. Is your home bolted to its foundation?	☒	☐	☐	☐	15
3. If your home has crawl space (cripple) walls:	☐	☒	☐	☐	
a. Are the exterior crawl space (cripple) walls braced?	☐	☐	☒	☐	17
b. If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?	☐	☐	☐	☒	18
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?	☐	☐	☐	☒	19
5. If your home is on a hillside:	☐	☒	☐	☐	
a. Are the exterior tall foundation walls braced?	☐	☐	☒	☐	20
b. Are the tall posts or columns either built to resist earthquakes or have they been strengthened?	☐	☐	☒	☐	20
6. If the exterior walls of your home are made of unreinforced masonry, either completely or partially, have they been strengthened?	☐	☐	☒	☐	21
7. If your home has a room over the garage, is the wall around the garage door opening built to resist earthquakes or has it been strengthened?	☐	☐	☒	☐	22
8. Is your home outside an Alquist-Priolo Earthquake Fault Zone (an area immediately surrounding known active earthquake faults)?	<i>To be reported on the Natural Hazard Disclosure Statement</i>				
9. Is your home outside a Seismic Hazard Zone (an area identified as susceptible to liquefaction or a landslide)?	<i>To be reported on the Natural Hazard Disclosure Statement</i>				

As seller of the property described herein, I have answered the questions above to the best of my knowledge in an effort to disclose fully any potential earthquake risks it may have.

Signed by:
EXECUTED BY


4B343C8655FE4C6...

Signed by:



B0DE38AC360F4E5...

6/9/2026

Seller The Jacques Rifkind and Patricia Ann Gum Trust Dated August 4, 1999

I acknowledge receipt of the Homeowner's Guide to Earthquake Safety and this Disclosure Statement, completed and signed by the seller. I understand that if the seller has answered "No" to one or more questions, or if the seller has indicated a lack of knowledge, there may be one or more earthquake risks in this home.

Buyer

Buyer

Date

This Disclosure Statement is made in addition to the standard real estate transfer disclosure statement also required by law.



ADDITIONAL AGENT ACKNOWLEDGEMENT

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

This is an addendum to the Purchase Agreement, OR ☒ Residential Listing Agreement, ☐ Buyer Representation Agreement, ☐ Other _____ ("Agreement"), dated

05/28/2026, on property known as 5105 Morella Ave, Valley Village, CA 91607

between Compass ("Buyer/Tenant/Broker")

and JACQUES RIFKIND AND PATRICIA A GUM AS TRUSTEES OF THE JACQUES RIFKIND AND PATRICIA ANN 4 ("Seller/Housing Provider/Broker").

The term Housing Provider also includes Landlord or Rental Property Owner.

1. Check **ONE** box **ONLY**. If both **1A** and **1B** apply, use separate AAA forms for each.

A. ☒ Multiple Associate-Licensees working with Seller/Housing Provider;

OR B. ☐ Multiple Associate-Licensees working with Buyer/Tenant;

2. A. The real estate licensees named below are all conducting real estate licensed activity under the same Broker:

Real Estate Broker name: Compass

If applicable, Team Name: Forster Jones International

B. The licensees below, and any licensee(s) listed in the Agreement (if not listed below), have entered into a separate written agreement to share responsibility and compensation for certain real estate licensed activity. The licensees have also informed Broker of, or have given Broker a copy of, that separate written agreement.

C. List ALL agents (list may include, but is not required to include, licensees named in the Agreement):

Agent Sally Forster Jones

DRE Lic # 00558939

Agent Evan Cowitt

DRE Lic # 02132642

Agent _____

DRE Lic # _____

Agent _____

DRE Lic # _____

Agent _____

DRE Lic # _____

☐ Additional Licensees: _____

3. All parties understand, acknowledge and agree that, wherever the name of any licensee above is indicated, in the Agreement or a related document, as a representative for the Buyer/Tenant or Seller/Housing Provider specified above, the other licensees shall also be deemed to be named.

Note: If this form is only being used to modify a Buyer Representation Agreement, neither the Seller nor the Seller's Broker need to sign below. If this form is only being used to modify a Listing Agreement, neither the Buyer nor the Buyer's Broker need to sign below.

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

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider JACQUES RIFKIND AND PATRICIA A GUM AS TRUSTEES Date 5/30/2026 | 10:04 AM PDT

Seller/Housing Provider _____ Date 5/30/2026 | 5:51 AM PDT

Buyer's Brokerage Firm _____ DRE Lic. # _____

By _____ DRE Lic. # _____ Date _____

Seller's Brokerage Firm Compass DRE Lic. # 01991628

By Sally Forster Jones/Evan Cowitt DRE Lic. # 00558939/02132642 Date 5/29/2026 | 8:03 PM PDT

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AAA REVISED 12/25 (PAGE 1 OF 1)



ADDITIONAL AGENT ACKNOWLEDGEMENT (AAA PAGE 1 OF 1)

Compass, 9454 Wilshire Blvd. Beverly Hills CA 90212
Sally Forster Jones

Phone: 3105792200 Fax: _____
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JACQUES

SOUTHLAND REGIONAL



ASSOCIATION OF REALTORS®, INC.

SAN FERNANDO VALLEY LOCAL AREA **DISCLOSURE and ADVISORY**

Property Address: **5105 Morella Ave, Valley Village, CA 91607**

"Subject Property"

Seller and Buyer understand and agree that this Local Area Disclosure and Advisory is not a complete list of all matters concerning Property. Also, the contact information, telephone numbers and/or websites that are included, may not be the only source of information. Buyer is strongly encouraged to conduct a careful, thorough, independent, and complete investigation of all matters relating to the decision to purchase Property, and all other matters that Buyer deems appropriate, to make an informed decision, including but not limited to, consulting with appropriate specialists, experts, or other professionals.

1. **Certificates of Occupancy:** Buyer is advised that the City of Los Angeles issues permits authorizing the construction of improvements, additions and modifications to Property. The simple fact that a building permit has been issued does not, by itself, indicate that the work in question has been completed in accordance with City specifications. Parties are advised to look in City records for a "Certificate of Occupancy" which is typically issued after the City inspects the Property and verifies that construction has been completed in accordance with City specifications.

2. **Airport Noise:** Buyer is aware of the existence and proximity of both the Van Nuys Municipal Airport and Burbank/Glendale/Pasadena Airport (Bob Hope Airport) to the subject Property. Buyer is aware that airport noise exists throughout much of the San Fernando Valley. Buyer has been informed that Van Nuys Municipal Airport has a plan for expansion. For further information regarding this plan Buyer is advised to visit website <https://www.iflyvny.com/> or call the Department of Airports at (855) 463-5252. The Burbank/Glendale/Pasadena airport is also considering expansion plans and buyers are advised to contact the Hollywood Burbank Airport Authority regarding this matter. Buyer may visit <https://hollywoodburbankairport.com/airport-authority> for more information. Buyer is aware that Burbank/Glendale/Pasadena Airport Authority has submitted a Noise Exposure Map for the area surrounding this airport. The map constitutes notice to prospective purchasers of Property surrounding the airport of noise attributable to the Airport. For more information Buyer is advised to contact the Burbank/Glendale/Pasadena Airport Authority at (818)840-8840 or its website <https://hollywoodburbankairport.com/>.

3. **Boeing Rocketdyne Santa Susana Facility:** Buyer is aware that there is a former Rocketdyne testing facility located in the Santa Susana Mountains between Chatsworth and Simi Valley. The U.S. Department of Energy has indicated that there are some radioactive materials and industrial solvents on this site. Lawsuits have been filed alleging that the Rocketdyne facility has caused environmental contamination beyond the site. Two recent studies by UCLA and the University of Michigan have indicated that residents living within two miles of this facility may have been exposed to toxic chemicals and have slightly higher cancer rates than people in communities farther from the lab. However, authors of both reports have warned the results of these studies do not conclusively show that contamination from this facility caused cancer or other illnesses in the surrounding community. The Seller and Real Estate Brokers are unable to give any definitive answers regarding potential health hazards that may result from the proximity of the Property to this former testing facility. Buyer is advised to conduct an independent investigation of this matter. It is strongly recommended that Buyer have a soil test conducted of the Subject Property to determine any potential contamination.

4. **Rent Control:** Buyer and Seller have been informed that the City of Los Angeles and unincorporated Los Angeles are subject to rent control ordinances. Landlord's ability to increase rent, evict tenants, and other related matters may be restricted by said ordinances. Landlords may also be required to pay monetary relocation assistance to any tenants who are evicted through no fault evictions. The amount of relocation assistance varies depending upon the category of tenant involved. Broker(s) strongly recommend Buyer and Seller contact the City of Los Angeles Housing Community Investment Department at 1-866-557-RENT (7368) or the Los Angeles County Consumer and Business Affairs at 833-223-RENT (7368) based on location of the Property, to determine the effect of the local ordinance on Subject Property.

Further, Buyer and Seller have been informed that the State of California has passed legislation (AB1482) which establishes a Statewide Rent Cap and Just Cause Eviction Law. This legislation may impact certain properties located within the City of Los Angeles and unincorporated Los Angeles County that may not currently be covered by the local Rent Stabilization Ordinance. Buyer and Seller are advised to review said legislation and consult with their own real estate attorney as to any impact said legislation may have on the subject Property.

If the Property is not located in the City of Los Angeles or unincorporated areas of Los Angeles County, Buyer and Seller are advised to check directly with the appropriate governmental entity where the subject Property is located to determine the existence and impact of any other local Rent Control Ordinance. Broker(s) do not have expertise in this area and have not, and will not, independently verify or investigate the impact of any rent control ordinance on the subject Property.

5. **Valley Transit Project:** Buyer is informed that Property may be situated in or near one of the areas where the Metropolitan Transit Authority (MTA) has constructed a busway running across the San Fernando Valley. The busway (Metro Orange Line) follows the Burbank and Chandler Boulevard railroads right-of-way from the North Hollywood subway station to Warner Center in Woodland Hills and then northward from Warner Center to the Metrolink Station in Chatsworth running along Canoga Avenue. This busway could adversely or beneficially affect the value or desirability of the Property. Further, Buyer is aware that there will be an increased noise factor as a result of the operation of this busway. A map and additional information regarding the Metro Orange Line is available at <https://www.metro.net/>. Buyer is advised to contact the MTA at (323) 466-3876 for additional information.

Updated March 1, 2025 **Page 1 of 5**

Property Address: **5105 Morella Ave. Vallev Village, CA 91607**

6. **Baseline Mansionization Ordinance:** Buyer is advised that the City of Los Angeles has adopted a Baseline Mansionization Ordinance (Los Angeles City Ordinance #179883) which may affect Buyer's intended use of the subject Property. For those properties subject to the Ordinance (generally all single-family residentially zoned properties not located in a Hillside area or Coastal Zone) the Ordinance imposes restrictions on the square footage allowable for both new construction and additions to existing structures on the Property. Buyer is advised to obtain a copy of this ordinance and to contact the appropriate City agency directly to determine its impact, if any, on the subject Property. Buyer may also visit the following website: <http://zimas.lacity.org>. In addition to the above referenced ordinance, the City of Los Angeles has adopted interim ordinance #179184 potentially impacting square footage requirements for single-family residentially zoned properties in the Sunland-Tujunga area. Buyers purchasing in this area are advised to obtain a copy of this ordinance and to contact the appropriate City agency to determine its impact, if any, on the subject Property. Broker does not have expertise in this area and strongly recommends that Buyer verify, prior to removing inspection contingencies, whether these Ordinances will have any effect on the Buyer's intended use of the subject Property.

7. **Hillside Ordinance:** Buyer is advised that Hillside Property in the City of Los Angeles and other cities may be subject to and impacted by local ordinances providing for special Hillside Property requirements. If the Property is a Hillside Property, Buyer is advised to obtain a copy of these ordinances to determine their impact, if any, on the Property. Information regarding the Los Angeles Hillside Property ordinances can be obtained from the City of L.A., Dept of Building and Safety.

8. **Landfill Disclosure:** Buyer is advised that the Property may be in the vicinity of a landfill site. Buyer agrees to make own investigation of this fact and its effects, if any, on the value and the buyer's use and enjoyment of the Property. Buyer is specifically advised that the Property is in the Vicinity of the Sunshine, Lopez, Chiquita, and other landfill sites. Buyer is advised that there is a proposal to extend the Sunshine Canyon Landfill located in the North San Fernando Valley above Granada Hills. For further information regarding this issue Buyer may contact BFI industries of California at (888) 742-5234, or the 12th District City Council office.

9. **Sediment Placement Sites (SPS):** Buyer is advised that the Property may be in the vicinity of a Sediment Placement Site (SPS). The Los Angeles County Flood Control District has established these sites to place the sediment being removed from debris basins throughout Los Angeles County. These sites are designed for putting soil and rock only, and not for dumping garbage or any other materials. Currently there are approximately 20 active SPSs throughout Los Angeles County with seven located within or near the boundaries of the San Fernando and Santa Clarita Valley. Such SPS sites currently exist in Sylmar (May Canyon), Chatsworth (Brown), Santa Clarita (Wildwood), Toluca Lake (Aqua Vista) and Sunland/Tujunga (Zachau, La Tuna, Blue Gum). A map of these SPS sites may be found at <https://dpw.lacounty.gov/wrd/sediment/maps/index.cfm>. Buyer agrees to make their own investigation of these sites, and their effects, if any, on the value, use, and enjoyment of the Subject Property.

10. **Future Development:** Buyer is aware that the Property may be affected by future development of Property in the neighborhood or surrounding areas and the Property may be subject to building and development restrictions and conditions. Buyer is advised to consult with appropriate government agencies and shall rely solely upon Buyer's own investigations to determine future development or planning and its potential impact on the Property. Buyer is advised that the Universal Studios and Porter Ranch areas are in the process of major expansion at this time as are other areas located within City and County jurisdiction.

11. **Flooring Disclosure:** Neither Seller nor Broker makes any representation or guarantee as to the type or condition of the flooring located underneath existing carpeting or other floor covering, except as may be noted in writing by Seller. Buyer is advised to conduct their own independent investigation of the flooring during Buyer's physical inspection period, if this is an important factor to Buyer. Buyer understands that any investigation of the flooring must be done in a manner that will not damage the existing floor covering. Seller is required to disclose any adverse conditions regarding flooring underneath the existing floor covering that are known to Seller; however, Buyer understands that Seller is NOT responsible for damaged flooring underneath existing floor covering unless Seller was aware of such condition and failed to disclose this to Buyer. If Buyer is informed "hardwood" or "wood" floors exist at Subject Property, Buyer understands this is NOT a representation or guarantee that all flooring is wood or hardwood and is not a representation or guarantee as to the condition of said flooring.

12. **Flooring in Condominium and Common Interest Complexes:** Many condominium complexes or common interest developments have restrictions on owners of upper floor units replacing carpet with wood or other hard surfaces. This restriction is due to the fact that hard floor surfaces on upper units can cause an increase in noise to owners of units located below such upper floor units. Buyer is advised to investigate this matter before making any changes to flooring in upper-level units in condominiums and other common interest properties with upper and lower floors owned by different owners.

13. **Wildlife:** Buyer has been informed that various types of wildlife appear in residential neighborhoods and throughout the San Fernando Valley and surrounding areas. Coyotes, undomesticated cats, snakes, owls and other birds of prey as well as other such wildlife may be injurious to Property, pets and small children. Buyer is advised to investigate this matter during Buyer's contingency period.

14. **High Winds Disclosure:** Buyer is aware that certain areas located in the San Fernando Valley (especially in the Northern portion of the San Fernando Valley) and numerous areas located in Santa Clarita Valley experience high winds, especially in winter months. During high winds, power companies may elect to shut down power to homes due to fire risks in any given area at any time of day or night and power may be off for multiple days. Buyer is advised to make an independent investigation of this during Buyer's physical inspection contingency period.

15. **Potable Water to Support Future Improvement to Property:** Buyer is made aware in the County of Los Angeles there are new requirements effective January 1, 2003, for the expansion and development of real estate. Buyer is advised to do an independent investigation of the "Potable Water Availability Requirements for Residential and Commercial Development" including whether "public" or "certified well water" source is available and the performance of soil evaluation "percolation" tests for private sewage disposal. Buyers in unincorporated areas of the County of Los Angeles should contact the County of Los Angeles, Department of Health Services Environmental Health or the Los Angeles County Department of Public Works (website <https://www.ladwp.com/>).

Property Address: **5105 Morella Ave, Valley Village, CA 91607**

16. Mulholland Scenic Parkway Specific Plan: Buyer is aware that all Property situated in the City of Los Angeles 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 this Specific Plan area, Buyer is strongly advised to obtain a copy of the ordinance and to investigate the impact the Specific Plan may have on subject Property. Buyer may obtain an official copy of the ordinance by contacting the Los Angeles City Ordinance Division at (213) 978-1133.

17. 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" and what restrictions apply to such trees and before removing, relocating or altering any trees on subject Property, Buyer is advised to contact the City of Los Angeles, Urban Forestry Division at (213)847-3077. A permit is generally required to relocate, remove or alter any protected trees. The Seller and Real Estate Brokers are not experts in this area and cannot give specific advice to Buyer with regard to this matter.

18. Community Boundaries: Within the City of Los Angeles there are many communities such as Sherman Oaks, Woodland Hills, Valley Village, Valley Glen, etc. The Los Angeles City Council is the governmental entity that approves the actual boundaries of these neighborhoods. The official boundaries of each of these communities are delineated in the official maps approved by the LA City Council. These maps can be found on the LA City Council website. Buyer and Seller are advised not to rely on the US Postal Service or LA County Assessor's information to determine the actual boundaries of any particular community as these records are not always accurate. Buyer and Seller are advised to check the official LA City Council maps to determine the actual boundaries of the various communities.

19. Proposed High-Speed Rail Between Burbank and Palmdale: Buyer is informed that the State of California is considering the route of a high-speed rail line between Burbank and Palmdale. When such a rail line is constructed, there will be numerous items impacting surrounding neighborhoods including, but not limited to, noise factors of construction, train operations and possible eminent domain issues. Real Estate Brokers cannot give any opinion on when this high-speed rail will be constructed nor where the high-speed rail will ultimately be constructed. The State of California is currently contemplating numerous routes for said rail line. While it is likely that Property values in the areas surrounding this project will be impacted, Real Estate Brokers are not in a position to determine what impact this project would have on any particular Property. Buyer is advised to contact the California High-Speed Rail Authority directly with any questions concerning this proposed construction. California High-Speed Rail Authority headquarters in Sacramento can be reached at 916-324-1541 or by email at <http://hsr.ca.gov/>. The local Southern California office can be reached at email address <mailto:southern.california@hsr.ca.gov>.

20. Porter Ranch/Aliso Canyon Disclosure: Buyer is advised of the existence of the Aliso Canyon Oil Field, located within close proximity to the Porter Ranch Area. Further, Buyer is informed that The Termo Company, owner of the existing wells along with several other oil and gas companies, has proposed to drill an additional number of new oil wells at this site. At this time, this proposal is under consideration and no final determination has been made as to whether or when such additional oil wells will be drilled. Seller and real estate brokers and their agents do not have the expertise to advise.

Buyer on any impact said oil wells may have on the subject Property. Buyer is advised to investigate this matter during Buyer's investigation contingency period. Buyer may visit the proposed project website at <http://www.caloes.ca.gov> (Search Aliso Canyon), and should also check with the appropriate county and city departments to obtain information regarding any potential environmental impact of said drilling.

Buyer is advised that there was a major gas leak coming from a Southern California Gas Company storage facility in Aliso Canyon located in close proximity to the Porter Ranch area. The leak, coming from an underground well, released large quantities of methane gas. During the time of the leakage, residents of Porter Ranch complained of health issues including nausea, headaches, and nosebleeds. The gas company indicated that the leak began on or around October 23, 2015 and continued until on or around February 11, 2016. Seller and real estate brokers and their agents do not possess the expertise to advise buyer on the impact of this leak on the subject Property. Buyer is advised to do his own investigation of this matter during buyer's investigation period. Buyer may contact the Los Angeles County Department of Public Health at 888-700-9995 and the Southern California Gas Company at 800-427-2000 for further information.

21. Compliance with Home Hardening and Defensible Space Requirements: Residential 1-4-unit properties located in either high or very high severity fire zones are required to be in compliance with various State laws, and local laws, where applicable, related to Home Hardening and Defensible Space. Buyer has been informed and acknowledges that there may be cost factors associated with bringing the Property into compliance with these laws after the close of escrow. Buyers are advised to investigate this matter during buyer's investigation of Property contingency period. Brokers do not have expertise in this area, and buyers are advised to consult with their own professionals with regard to these requirements and the potential cost factors associated with this.

22. Woolsey Fire Disclosure and Advisory: Buyer is aware that in November, 2018, a massive fire swept through a large portion of Los Angeles and Ventura Counties, including large portions of Thousand Oaks, Calabasas, Agoura, West Hills, Bell Canyon, Hidden Hills, Oak Park, Malibu and other surrounding areas. Many homes were destroyed or severely damaged by the fire. Other homes in the vicinity of the fire may have suffered damages either to the exterior or the interior of the Property even if there is no outward appearance of damage.

If Buyer is purchasing vacant land where a property was destroyed or Property with partially destroyed structures as a result of the fire, Buyer is strongly advised to investigate Buyer's ability to build on said land by checking directly with Buyer's licensed contractor, structural engineer, geologist and other appropriate professionals as well as checking directly with the local municipality which governs building in the area in question, during Buyer's investigation contingency period. Buyer agrees and understands that neither Seller nor Real Estate Brokers or their Agents can make any representations as to what can be built on said sites or the cost factors associated with any such building. As such, Buyer acknowledges and agrees that Buyer is not relying on any representations of Seller or Real Estate Brokers or their Agents with regard to these matters.

Property Address: **5105 Morella Ave, Vallev Village, CA 91607**

Buyer is advised to take all necessary steps to protect his or her interests while investigating the condition of the Property so as to thoroughly assess the impact of these fires. In addition to the items referenced above, this includes but is not limited to the following matters: the ability to obtain fire insurance on said Property; investigating the Property and surrounding areas for any potential contamination or damage resulting from the fires; investigating the potential for mudslides or similar future damage in the vicinity of the Property as a result of the fire; the availability of financing for the Property; the existence of any liens or claims on the Property for debris removal costs and/or any claims or costs for any other issues related to the fire and its aftermath.

Buyers are advised to consult with their own legal and insurance professionals regarding all matters related in any way to the above referenced fires. Real Estate Brokers and their agents do not have expertise in these matters and have not, and will not independently verify any of the above.

23. Los Angeles City Earthquake Retrofit Safety Regulations: The Los Angeles City Council has enacted seismic regulations requiring an estimated 15,000 buildings be retrofitted so they will better withstand a potential earthquake. Two types of buildings are targeted by this legislation- concrete buildings and boxy wood-frame apartment complexes built on top of carports. Property owners will have seven years to retrofit wood apartments and 25 years to fix concrete buildings. The cost of retrofitting such buildings will be substantial and any potential buyer of such properties is advised to investigate this matter during buyer's investigation contingency period. Buyer is advised to check directly with the Los Angeles Department of Building and Safety for further information on this subject.

24. Electrical Outages: Buyer is aware that due to the water shortage, climate change and the plethora of fires in California, intermittent electrical outages are a potential for all areas of the State. The electric company servicing the area in which the Property is located, may have to make decisions to have periodic electricity outages which may impact the Property. Buyer is advised to investigate this matter during buyer's investigation contingency. Broker does not have expertise in this area and cannot give buyer any guidance on this issue.

25. Value: Buyer and Seller acknowledge and agree that while Broker(s) often provide information regarding comparable properties to the Property, the value of the Property is subjective and Broker(s) cannot guarantee the current market value of the Property. Further, Broker(s) make no representation of any kind as to the future value of said Property.

26. Pest Control Reports: In the event that Seller obtains more than one Pest Control report pursuant to the current sale of Property, Seller is required to provide copies of all such reports to Buyer. Seller's ability to comply with the Pest Control provisions of the Purchase Contract may be impacted by the existence of any discrepancies contained within said reports. Buyer is aware that the Structural Pest Control Report deals with wood destroying pests (termites) and does not apply to the presence or absence of rodents, insects, or any other such "pests".

27. Escrow Process Complexity: The Purchase Agreement indicates a specific closing date; however, the complexity of a real estate transaction may necessitate an extension of this closing date. Any such extension should be in writing signed by Buyer and Seller. In addition, California law may, in some circumstances, permit a reasonable period of time beyond the date set for close of escrow for one or the other party to comply with the terms of escrow and sale. Due to these possibilities, it is suggested that Buyer and Seller remain as flexible as possible with regard to all plans based on the exact closing date.

28. Mandatory Government Retrofit Items: The following retrofit items apply to properties located in the City of Los Angeles:

- a) **Water Conservation Certificate of Compliance:** Buyer and Seller are aware of Los Angeles Municipal Code Section 122.02 requiring the Seller of Residential Property to provide Buyer with a Certificate of Compliance that all applicable items have been retrofitted with the water saving devices specified in said code section. Property shall have ultralow flow toilets in all bathrooms prior to close of escrow, as well as required flow restrictor showerheads per city ordinance.
- b) **Impact Hazard Glazing:** Buyer and Seller are aware of City of Los Angeles Ordinance No. 161.136 requiring that all external sliding glass doors (the sliding part only) must be tempered glass or "Impact hazard glazed" with a safety film approved by the City of Los Angeles prior to the close of escrow.
- c) **Smoke Detector/Water Heater Compliance:** Buyer and Seller are aware of California Health & Safety Code Sections 13113.8(b) and 19211 requiring Sellers of real Property to provide buyer with a written statement indicating that the Property is in compliance with the applicable local ordinance regarding installation of smoke detectors and water heater bracing, anchoring or strapping. Los Angeles City ordinance requires installation of smoke detectors in every bedroom and hallway adjacent to bedroom. Single family residences may have battery operated smoke detectors, but all multi dwelling units, including condominiums and townhomes, must be hardwired. Los Angeles City ordinance requires all water heaters to be double trapped as per city ordinance specifications.
- d) **Gas Shutoff Valve Ordinance:** Buyer and Seller are aware of the Los Angeles City ordinance that requires the installation of a Seismic Gas shutoff Valve on residential and commercial buildings prior to close of escrow. Said ordinance requires a permit from the Department of Building and Safety as well as an inspection by the Department. Questions concerning this ordinance should be directed to the Los Angeles Department of Building and Safety at their toll-free number (888) 524-2845.

In addition to the Los Angeles City Retrofit requirements set forth herein, all real Property in California is subject to Statewide retrofit requirements related to smoke detectors, carbon monoxide detectors, and other statewide retrofit requirements. In addition, other Cities, Counties and Municipalities may have separate or additional retrofit requirements as a condition of closing escrow. If the Property is located outside of Los Angeles City, Buyer and/or Seller must comply with any such retrofit requirements. Buyer and Seller are advised to investigate this matter so as to satisfy the various retrofit requirements of the governmental entity in question.

Property Address: **5105 Morella Ave. Valley Village. CA 91607**

29. **Purchase or Sale by One Spouse:** If one spouse is purchasing or selling the Property as his or her sole and separate Property, Buyer and Seller are aware that the Title Insurance Company may require said spouse to obtain written approval from the other spouse in order to obtain Title Insurance on the Property.

30. ☐ (Check if applicable) **Selection of Service Providers:** All parties are aware that Broker(s) has a financial interest in:

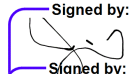
Buyer and Seller are not obligated to use said service(s). (Broker(s) are advised that they are required to provide Buyer and Seller with the appropriate Affiliated Business Arrangement disclosure form pursuant to RESPA guidelines with regard to any services referenced in this paragraph).

31. **Report of Residential Property Records and Pending Special Assessment Liens:** If the subject Property is residential and located in the City of Los Angeles, Seller shall pay for and deliver to Buyer, prior to close of escrow, a "Report of Residential Property Records and Pending Special Assessment Liens" in accordance with Los Angeles City Ordinance No. 144.942. Buyer and Seller acknowledge that Broker(s) is not responsible for the timely delivery of said report.

32. **Measure ULA:** The City of Los Angeles has adopted measure ULA, which went into effect April 1, 2023. Measure ULA is an additional special real property transfer tax on conveyances of real property above a certain dollar amount. Buyer and Seller are advised to consult with a tax or financial professional with regard to the impact of this measure on the Property. Real Estate agents do not have expertise in this area and cannot advise clients on the various elements of this City of Los Angeles ordinance. Additional information can be found on the City of Los Angeles website, <https://finance.lacity.gov/faq/measure-ula>.

Buyer and Seller are encouraged to read all 5 pages of this Advisory carefully.

By signing below, Buyer and Seller acknowledge that each has read, understands and received a copy of all 5 pages of this Advisory.

Seller Signature:		Date: <u>6/9/2026</u>
Seller Signature:	<u>Patricia D Gum, trustee</u>	Date: <u>6/10/2026</u>

Buyer agrees to make an independent and complete investigation of the effects, if any, of the value, use, enjoyment and safety of the Subject Property regarding the items above during their investigation period specified in the Purchase Agreement. Buyer understands the items listed above are not an exhaustive list of all items that may affect the value, use, enjoyment and safety of the Subject Property, but is intended to provide some of the issues to assist them in their due diligence investigation of the property.

The real estate companies(s) and their agent(s) make no representations on these matters. As such, Buyer agrees to hold Broker(s) and Agent(s) harmless with regard to the above disclosures and information provided by the Seller, or information or disclosures the Seller has failed to provide.

Buyer Signature: _____	Date: _____
Buyer Signature: _____	Date: _____

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COMPASS

LOCAL AREA DISCLOSURES – GREATER LOS ANGELES AND SURROUNDING AREAS

PROPERTY ADDRESS: 5105 Morella Ave, Valley Village, CA 91607 (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/online/docs/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  (____)(____)

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 () () () ()

Initial Initial
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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 (____)(____)(____)(____)

Initial
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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.

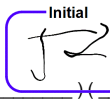
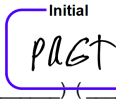
27. SANTA MONICA LEASING REQUIREMENTS FOR RENTAL UNITS

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 () () (____)(____)

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.

Buyer	Date	Signed by: 4B343C8655FE4C6... Seller Signed by: Patricia D Gum, trustee 8CDE38AC3C0F4E5... Seller	6/9/2026 Date 6/10/2026 Date
Buyer	Date	Seller	Date
Buyer	Date	Seller	Date

Buyer's Initials (____)(____)(____)(____)	Seller's Initials () (____)(____)
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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.



(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.

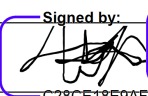
There is inherent risk in writing a non-contingent offer. Only you, after careful consultation and deliberation with your attorney, accountant, or financial advisor can decide how much risk you are willing to take. IT IS YOUR DECISION ALONE AND CANNOT BE MADE BY YOUR BROKER OR REAL ESTATE AGENT.

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	_____
Seller	Signed by:  Signed by: Patricia Gum C28CE18E9AF04AD 2B270A717B63434...	Date	5/30/2026 10:00
Seller	JACQUES RIFKIND AND PATRICIA A GUM AS TRUSTEES OF THE JACQUES RIFKIND AND PATRICIA ANN	Date	5/30/2026 5:00

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COMPASS

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: Jacques Rifkin, Attorney at Law, trustee From: Compass
 Property: 5105 Morella Ave, Valley Village, CA 91607 Date: 6/9/2026

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

Signed by:


Seller's Signature

6/9/2026

Date

Signed by:


Seller's Signature

6/10/2026

Date

COMPASS

Receipt for Links to Booklets

Property Address: 5105 Morella Ave, Valley Village, CA 91607

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)

<https://sites.google.com/compass.com/cahazardbooklets/home/residential-environmental-hazards-2011>

Protect Your Family From Lead In Your Home (2021)

<https://sites.google.com/compass.com/cahazardbooklets/home/protect-your-family-from-lead-in-your-home-2021>

Homeowner's Guide to Earthquake Safety (2020)

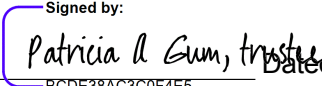
<https://sites.google.com/compass.com/cahazardbooklets/home/homeowners-guide-to-earthquake-safety-2020>

What Is Your Home Energy Rating? (2011)

<https://sites.google.com/compass.com/cahazardbooklets/home/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:  Signed by: _____
4B343C8655FE4C6... Seller/Landlord:  Signed by: Patricia D. Gum, trustee
BCDE38AC3C0F4E5... Dated: 6/9/2026

COMPASS

Environmental Hazards Advisory, Acknowledgement, and Agreement

Property Address 5105 Morella Ave, Valley Village, CA 91607

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 contaminants, asbestos, radon, methane and other gases, if present, may adversely affect the occupants of the property.

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

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

Buyer

Date

Buyer

Date

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

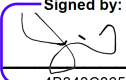
Broker strongly recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property.

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:  Signed by: _____ Date: 6/9/2026
4B343C8655FE4C6...

Seller:  Signed by: Patricia D. Gum, trustee Date: 6/10/2026
BCDE38AC3C0F4E5...

COMPASS

BUYER PRELIMINARY TITLE REPORT ("PTR") ADVISORY

PROPERTY ADDRESS: 5105 Morella Ave, Valley Village, CA 91607

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: _____

Signed by:  4B343C8655FE4C6...
Seller: _____ Date: 6/9/2026

Signed by:  BCDE38AC3C0F4E5...
Seller: Patricia A. Gum, trustee Date: 6/10/2026