



CANCELLATION OF LISTING

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

Douglas Elliman ("Broker") has entered into a written Residential Listing Agreement (or, if checked, ☐ Lease Listing, ☐ Other _____) dated April 24, 2026 ("Listing"), with Matthew P. Brubaker Living Trust ("Principal"), regarding the real property or manufactured home described as: 354 Westbourne Dr, Los Angeles, CA 90048 ("Property").

Broker and Principal agree to cancel the Listing and terminate their agency relationship, duties and responsibilities with and to each other, subject to the terms and conditions specified below, if checked.

1. (A or B or Both may be checked) Principal agrees to pay Broker the amount of compensation specified in the Listing:
 - A. ☐ If, prior to the end of the Listing Period specified in the Listing or any extension, Principal enters into a contract to sell, convey, lease or otherwise transfer the Property;
 - OR B. ☐ If, within _____ Calendar Days after (i) this Cancellation Of Listing, or ☐ (ii) the Listing Period specified in the Listing, Principal enters into a contract to sell, convey, lease or otherwise transfer the Property to any person named below, or that person's related entity, who, after the commencement of the Listing and prior to this cancellation, (i) physically entered and was shown the Property by Broker or a cooperating broker, or (ii) submitted to Seller a signed, written offer to acquire, lease, exchange or obtain an option on the Property:
- C. In the event of a transaction specified in A or B above, Broker has no obligation to represent Principal in such transaction.
- D. Compensation is payable on close of escrow or, if completion of the transaction is prevented by default of Seller, on Seller's default.
2. ☐ Principal agrees, to pay Broker _____ % of the listing, or if applicable, sales price, whichever is greater:
 - A. If: (i) prior to the end of the Listing Period specified in the Listing or any extension, Principal enters into a listing agreement for the sale or lease of the Property with another real estate broker; and (ii) Principal enters into a contract to sell, convey, lease or otherwise transfer the Property during the Listing Period specified in the Listing or any extension.
 - B. Principal agrees to notify the other real estate broker of the compensation obligation of this paragraph and to pay Broker such compensation upon close of escrow.
 - C. Compensation is payable on close of escrow or, if completion of the transaction is prevented by default of Seller, on Seller's default.
3. ☐ Principal agrees to pay Broker \$ _____, for out-of-pocket expenses, costs incurred and services rendered in marketing the Property prior to cancellation of the Listing.
4. ☐ Principal owes no compensation to Broker.
5. ☒ Other Broker and seller have entered into a new co-listing agreement dated August 24, 2026.

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

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

Principal Matthew P. Brubaker Date 8/28/2026

Matthew P. Brubaker Living Trust

Principal _____ Date _____

Real Estate Broker (Firm) Douglas Elliman DRE Lic # 01947727

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

Stan Smith

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COL REVISED 6/23 (PAGE 1 OF 1)

CANCELLATION OF LISTING (COL PAGE 1 OF 1)

