



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code) (C.A.R. Form AD, Revised 8/24)

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

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

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property...

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered...

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property...

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

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

SELLER AND BUYER RESPONSIBILITIES

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

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction.

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

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

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

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

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

Buyer [X] Seller [] Landlord [] Tenant [] Michael Gene Kahn Date []

Buyer [X] Seller [] Landlord [] Tenant [] Mary Katherine Kahn Date []

Agent Christie's International Real Estate Sereno DRE Lic. # 02101181

Real Estate Broker (Firm)

By Laura Bertolacci DRE Lic. # 00868180 Date []

(Salesperson or Broker-Associate, if any)

AD REVISED 8/24 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)



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

2079.13. As used in this section and §§ 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with § 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with § 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes a vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with § 1940) of Title 5, (3) a mobilehome, as defined in § 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in § 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of § 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in § 18007 of the Health and Safety Code, or a mobilehome as defined in § 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in § 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to § 10131.6 of the Business and Professions Code. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of § 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (o) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in § 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in § 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to § 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

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

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by § 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of § 2079.14 and § 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.





RESIDENTIAL LISTING AGREEMENT

(Exclusive Authorization and Right to Sell)
(C.A.R. Form RLA, Revised 7/24)

Date Prepared: 09/11/2024

The Michael and Mary Kahn Revocable Living Trust

1. **EXCLUSIVE RIGHT TO SELL:** Michael Gene Kahn, Mary Katherine Kahn ("Seller")
hereby employs and grants Christie's International Real Estate Sereno ("Broker")

the exclusive and irrevocable right to sell or exchange the real property described as 4106 Jefferson Ave
situated in Woodside (City), San Mateo (County), California, 94062 (Zip Code),
Assessor's Parcel No. 068-205-120 ("Property") for the Listing Period specified in **paragraph 2A(1)**.

2. **TERMS OF LISTING AGREEMENT:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 7 pages. Seller is advised to read all 7 pages.

Para #	Paragraph Title or Contract Term	Terms and Conditions
A Representation		
A(1)	4G Listing Period (Maximum Length)	Beginning on <u>09/11/2024</u> (date) Ending at 11:59 P.M. on <u>03/10/2025</u> (date) (Not to exceed 24 months if improved with one to four units and not owned by an entity. If Listing Period exceeds 24 months on a residential 1-4, this Agreement is void, unless Seller is a corporation, LLC or partnership.)
A(2)	Listing Price	Dollars (\$ _____)
B	Property Specific Listings	<input type="checkbox"/> Manufactured (mobile) home (C.A.R. Form MHLA attached) <input type="checkbox"/> Probate, conservatorship or guardianship (C.A.R. Form PLA attached)
C Compensation: NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between Seller and Broker. See attached Broker Compensation Advisory (C.A.R. Form BCA).		
C(1)	4B Compensation to Seller's Broker (only Seller's side of transaction)	<u>2.500</u> % of the listing price AND, if any _____ OR <input type="checkbox"/> \$ _____; OR <input type="checkbox"/> see attached compensation schedule. (% above is based on purchase price if Seller and buyer sign a purchase agreement)
C(2)	4C <input checked="" type="checkbox"/> Additional Compensation to Seller's Broker if buyer is unrepresented (Does NOT apply to dual agency)	<u>2.500</u> % of the purchase price AND, if any _____ OR <input type="checkbox"/> \$ _____, OR <input type="checkbox"/> see attached compensation schedule. (If Broker represents both buyer and Seller, buyer side compensation shall be specified in a separate written agreement.)
C(3)	4D(2) Continuation of Right to Compensation for Broker Identified Prospective Buyers	The Continuation Period shall be <u>90</u> calendar days after the Listing Period or any extension ("Continuation Period").
C(4)	4F Seller Obligation to Pay Previous Brokers	Previous Listing/Other broker(s): _____ Compensation to above broker(s) owed if Property transferred to: _____
D Items Intended to be Included and Excluded		
D(1)	5A Items Included	<input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____
D(2)	5A Excluded Items	<input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____
D(3)	5B Leased Items:	<input type="checkbox"/> Solar Power System(s); <input type="checkbox"/> Alarm System(s); <input type="checkbox"/> Propane Tank(s); <input type="checkbox"/> Water Softener; <input type="checkbox"/> _____
D(4)	5B Liened Items:	<input type="checkbox"/> Solar Power System(s); <input type="checkbox"/> Windows or Doors; <input type="checkbox"/> Heating/Ventilation/Air conditioning systems; <input type="checkbox"/> _____; <input type="checkbox"/> _____
D(5)	5C	(a) Smart Home Features Seller prefers to Include: _____ (b) Smart Home Features Seller prefers to Exclude: _____
E MLS and Public Marketing		
E(1)	Property will be marketed in the following MLS	Primary <u>MLS Listings, Inc</u> Other(s): _____ See C.A.R. Form MLSA.
E(2)	11A	<input type="checkbox"/> Seller instructs Broker not to take or use photographs in marketing, except as required by MLS rules.



RESIDENTIAL LISTING AGREEMENT - EXCLUSIVE (RLA PAGE 1 OF 7)

F Broker's and Owner's Duties			
F(1)	7B	Timing of Presentation of Offers	Seller instructs Broker to present all offers received as soon as practicable OR <input checked="" type="checkbox"/> Offers shall be presented on _____ (date) or <input type="checkbox"/> _____ days after the Property is listed as active on the MLS
F(2)	7C	Buyer Supplemental Offer Letters (Buyer Letters)	Seller instructs Broker not to present Buyer Letters, OR <input type="checkbox"/> Seller instructs Brokers to present Buyer Letters. If Seller requests or relies on Buyer Letters, Seller is acting against Broker's advice.
F(3)	7E	Investigation Reports	<input checked="" type="checkbox"/> Natural Hazard Disclosure <input checked="" type="checkbox"/> Structural Pest Control, <input checked="" type="checkbox"/> General Property Inspection, <input type="checkbox"/> Homeowners Association Documents, <input checked="" type="checkbox"/> Preliminary (Title) Report, <input type="checkbox"/> Roof Inspection, <input type="checkbox"/> Pool Inspection, <input type="checkbox"/> Septic/Sewer Inspection, <input type="checkbox"/> Other: <u>Defensible Space Inspection</u>
G	20	Exceptions to Ownership/Title	_____
H		<input type="checkbox"/> Seller intends to include a contingency to purchase a replacement property as part of any transaction (see C.A.R. Form SPRP)	
I	Intentionally Left Blank		
J	12, 13	Seller Opt Outs	<input type="checkbox"/> Key safe/Lockbox <input type="checkbox"/> Signs
K		Additional Terms	<u>See Text Overflow Addendum (C.A.R. Form TOA) paragraph 1</u>

3. ADVISORIES AND ADDENDA:

A. Advisories

- Broker Compensation Advisory (C.A.R. Form BCA) REO Advisory Listing (C.A.R. Form REOL)
 Short Sale Information and Advisory (C.A.R. Form SSIA) Trust Advisory (C.A.R. Form TA)
 Other: _____

B. Addenda. The addenda identified below are incorporated into this Agreement.

- _____ **CIRES Addendum to Listing Agreement Re: Broker Commission**

4. COMPENSATION TO BROKER:

Notice: the amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker.

- A. ADVISORY:** Real estate commissions include all compensation and fees to Broker and are fully negotiable.
- B. COMPENSATION TO BROKER:** Seller agrees to pay to Broker as compensation for services under this Agreement, the amount specified in **paragraph 2C(1)**.
- C. OPTIONAL ADDITIONAL COMPENSATION FOR UNREPRESENTED BUYER:** Seller agrees to pay Broker the additional amount specified in **paragraph 2C(2)**, if checked, for services rendered only if the buyer is not represented by a real estate agent. If a buyer is represented by a real estate agent, whether working through Broker or another brokerage company, then **paragraph 2C(2)** does not apply.
- D. COMPENSATION TERMS:** Compensation is earned, and Seller shall pay Broker as follows:
- (1) **Completed Transaction or Seller Default:** If during the Listing Period, or any extension, Broker, any other broker, Seller or any other person procures a ready, willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Seller, provided the buyer completes the transaction or is prevented from doing so by Seller. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)
- OR (2) **Continuation of Right to Compensation for Broker Procured Buyer(s):** If, during the Continuation Period specified in **paragraph 2C(3)**, or the same period of time after any cancellation of this Agreement, unless otherwise agreed, Seller enters into a contract to sell, convey, lease or otherwise transfer the Property to anyone ("Prospective Buyer") or that person's related entity:
- who physically entered and was shown the Property during the Listing Period or any extension by Broker or any other broker; or
 - for whom Broker or any other broker submitted to Seller a signed, written offer to acquire, lease exchange or obtain an option on the Property.
- Broker's right to compensation pursuant to this paragraph shall only apply if, prior to expiration of this Agreement or any extension, Broker delivers to Seller a written notice of the names of such Prospective Buyers (C.A.R. Form NPB).



OR (3) **Seller Interference with Listing:** If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Seller during the Listing Period, or any extension.

E. ADDITIONAL COMPENSATION TERMS:

- (1) **Buyer Breach and Seller Recovery of Damages:** If completion of the sale is prevented by a party to the transaction other than Seller, then compensation which otherwise would have been earned under **paragraph 4** shall be payable only if and when Seller collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection and suit, if any.
- (2) **Escrow Instructions:** Seller hereby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker pursuant to **paragraph 4**, to any escrow regarding the Property involving Seller and a buyer, Prospective Buyer or other transferee.

F. SELLER COMPENSATION OBLIGATIONS TO OTHER BROKERS:

- (1) Seller represents that Seller has not previously entered into a listing agreement with another broker regarding the Property, unless specified in **paragraph 2C(4)**.
- (2) Seller warrants that Seller has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the individuals or entities specified in **paragraph 2C(4)**.
- (3) If the Property is sold to anyone specified in **paragraph 2C(4)** during the time Seller is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent Seller in such transaction.

G. MAXIMUM LISTING PERIOD: The maximum listing period allowed by law for residential property improved with one to four units is 24 months from the date this Agreement is made. This restriction does not apply if Seller is a corporation, LLC or partnership. It is unlawful to record or file this listing Agreement, or a memorandum or notice thereof, with the county recorder.

5. **A. ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price. Seller intends that the items specified in **paragraph 2D** be included or excluded in offering the Property for sale, but understands that: (i) the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the transaction; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.

B. LEASED OR NOT OWNED ITEMS; LIENED ITEMS: The items specified in **paragraph 2D(3)** are leased or not owned by Seller and the items specified in **paragraph 2D(4)** have been financed and a lien has been placed on the Property to secure payment. Seller will provide to the buyer, as part of the purchase agreement, copies of lease documents, or other documents obligating Seller to pay for any such leased or liened item.

C. SMART HOME FEATURES: The smart home features are intended to be included or excluded as specified in **paragraph 2D(5)**.

6. **SELLER REPRESENTATIONS:** Seller represents that, unless otherwise specified in writing, Seller is unaware of: (i) any Notice of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Seller's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Seller shall promptly notify Broker in writing if Seller becomes aware of any of these items during the Listing Period or any extension thereof.

7. BROKER'S AND SELLER'S DUTIES:

A. BROKER RESPONSIBILITY, AUTHORITY AND LIMITATIONS: Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Seller gives Broker written instructions to the contrary, Broker is authorized, but not required, to (i) order reports and disclosures including those specified in **paragraph 7E** as necessary, (ii) advertise and market the Property by any method and in any medium selected by Broker, including MLS and the internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium; and (iii) disclose to any real estate licensee making an inquiry the receipt of any offers on the Property and the offering price of such offers.

B. PRESENTATION OF OFFERS:

- (1) **Strategies Affecting Delayed Offers and Buyer Broker Compensation:** There are different strategies for obtaining the best offer for Seller. Seller is advised that certain buyers may prefer not to be in a competitive situation and either may not make an offer if there is an instruction that all offers will be presented at a later specified time or may try to make a "preemptive" offer that will expire shortly, hoping that Seller will accept before the presentation date. Additionally, certain buyers may not be able or allowed to pay compensation to a buyer's broker. These buyers may request for seller to pay buyer's broker through a term in the purchase agreement or through a separate compensation agreement. Seller is advised to discuss and consider the best strategy for Seller related to the presentation of offers.



- (2) (A) **Seller Instructs Broker to Present Offers:** Broker agrees to present all offers received for Seller's Property, and present them to Seller as soon as possible, unless Seller gives Broker written instructions to the contrary.
- OR (B) **Seller Instructs Broker not to Present Offers until a Later Time:** If checked in **paragraph 2F(1)**, Seller has elected to have Broker hold all offers and present them to Seller as specified in **paragraph 2F(1)**. Broker will inform Seller that an offer has come in, but will not submit the offer to Seller, unless specifically instructed otherwise, in writing. Local MLS rules may impact this practice and whether it will provide any benefit to Seller. Broker and Seller may amend this instruction by agreeing in writing.

C. BUYER SUPPLEMENTAL OFFER LETTERS (BUYER LETTERS):

- (1) **Advisory Regarding Buyer Letters:** Seller is advised of the practice of many buyers and their agents to include a Buyer Letter with an offer to try to influence a seller to accept the buyer's offer. Buyer Letters may include photos and video. Whether overt or unintentional, Buyer Letters may contain information about a buyer's protected class or characteristics. Deciding whether to accept an offer based upon protected classes or characteristics is unlawful. Broker will not review the content of Buyer Letters. See C.A.R. Form FHDA for further information.
- (2) (A) **Seller Instructs Broker not to Present Buyer Letters** whether submitted with an offer or separately at a different time. Seller authorizes Broker to specify in the MLS that Buyer Letters will not be presented to Seller.
- OR (B) **Seller Instructs Broker to Present Buyer Letters:** If checked in **paragraph 2F(2)**, Broker advises seller that: (i) Buyer Letters may contain information about protected classes or characteristics and such information should not be used in Seller's decision of whether to accept, reject, or counter a Buyer's offer; and (ii) if Seller relies on Buyer Letters, Seller is acting against Broker's advice and should seek the advice of counsel before doing so.

D. SELLER GOOD FAITH: Seller agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times and, subject to **paragraph 2C(4)**, referring to Broker all inquiries of any party interested in the Property. Seller is responsible for determining at what price to list and sell the Property.

E. INVESTIGATIONS AND REPORTS: Seller agrees, within the time specified in **paragraph 2F(3)**, to order and, when required by the service provider, pay for all reports specified in **paragraph 2F(3)**. If Property is located in a Common Interest Development or Homeowners Association, Seller is advised that there may be benefits to obtaining any required documents prior to entering into escrow with any buyer. Such benefits may include, but not be limited to, potentially being able to lower costs in obtaining the documents and avoiding any potential delays or complications due to late or slow delivery of such documents.

F. UNDISCLOSED CONDITIONS; INCOMPLETE OR INCORRECT INFORMATION: Seller further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, and costs arising from any incorrect or incomplete information supplied by Seller, or from any material facts that Seller knows but fails to disclose including dangerous or hidden conditions on the Property.

8. DEPOSIT: Broker is authorized to accept and hold on Seller's behalf any deposits to be applied toward the purchase price.

9. AGENCY RELATIONSHIP:

A. DISCLOSURE: Seller acknowledges receipt of a "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD).

B. SELLER REPRESENTATION: Broker shall represent Seller in any resulting transaction, except as specified in **paragraph 4F(3)**.

C. POSSIBLE DUAL AGENCY:

(1) **Disclosure and Consent in a Transaction:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate-licensee in Broker's firm, Seller hereby consents to Broker acting as a dual agent for Seller and Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Seller understands and agrees that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties. Compensation is not necessarily determinative of agency.

(2) **Showing Properties:** Seller acknowledges that real estate brokers must have a written agreement in order to work with a buyer before showing properties to that buyer and that some buyers working through Broker may consider or make an offer on Seller's property. Seller consents to Broker entering into a representation agreement with a buyer, and if that buyer makes an offer on Seller's property, Broker will become a dual agent representing both that buyer and Seller.

(3) **Potentially Competing Sellers and Buyers:** Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement. Seller acknowledges receipt of a "Possible Representation of More than One Buyer or Seller – Disclosure and Consent" (C.A.R. Form PRBS).



- D. UNREPRESENTED BUYERS:** If a buyer is interested in viewing Seller's Property is not already represented by a real estate broker, and such buyer refuses to be represented by Broker, Seller authorizes Broker to obtain a signed document from such buyer refusing representation by Broker. Broker shall provide such buyers, at the earliest practicable time, a disclosure of non-representation, such as Buyer Non-Agency (CAR Form BNA) or Open House Visitor Non Agency Disclosure and Sign-In (C.A.R. Form OHNA-SI).
- E. CONFIRMATION:** Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller's execution of a purchase agreement.
- F. TERMINATION OF AGENCY RELATIONSHIP:** Seller acknowledges and agrees that the representation duties of, and agency relationship with, Broker terminate at the expiration of this Agreement or, if it occurs first, the completion of any transaction specified in this Agreement.
- 10. SECURITY, INSURANCE, SHOWINGS, AUDIO AND VIDEO:** Broker is not responsible for loss of or damage to personal or real property, or injury to person, whether attributable to use of a key safe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Seller agrees: **(i)** to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; and **(ii)** to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Seller. Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Seller (such as "nanny cams" and hidden security cameras). Seller is advised to post a notice disclosing the existence of security devices.
- 11. PHOTOGRAPHS AND INTERNET ADVERTISING:**
- A.** In order to effectively market the Property for sale it is often necessary to provide photographs, virtual tours and other media to buyers. Unless checked in **paragraph 2E(2)**, Seller agrees that Broker or others may photograph or otherwise electronically capture images of the exterior and interior of the Property ("Images") for static and/or virtual tours of the Property by buyers and others for use on Broker's website, the MLS, and other marketing materials and sites. Seller acknowledges that if Broker engages third parties to capture and/or reproduce and display Images, the agreement between Broker and those third parties may provide such third parties with certain rights to those Images. The rights to the Images may impact Broker's control or lack of control of future use of the Images. If Seller is concerned, Seller should request that Broker provide any third parties' agreement impacting the Images. Seller also acknowledges that once Images are placed on the internet neither Broker nor Seller has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the internet. Seller further assigns any rights in all Images to the Broker/Agent and agrees that such Images are the property of Broker/Agent and that Broker/Agent may use such Images for advertising, including post transaction and for Broker/Agent's business in the future.
- B.** Seller acknowledges that prospective buyers and/or other persons coming onto the Property may take photographs, videos or other images of the Property. Seller understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the internet or otherwise, neither Broker nor Seller has control over who views such Images nor what use viewers may make of the Images.
- 12. KEYSAFE/LOCKBOX:** A key safe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Seller further agrees that Broker, at Broker's discretion, and without further approval from Seller, shall have the right to grant access to and convey Seller's consent to access the Property to inspectors, appraisers, workers, repair persons, and other persons requiring entry to the Property in order to facilitate the sale of the Property. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a key safe/lockbox.
- A.** Unless checked in **paragraph 2J**, Seller authorizes Broker to install a key safe/lockbox.
- B. TENANT-OCCUPIED PROPERTY:** If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)' written permission for use of a key safe/lockbox (C.A.R. Form KLA).
- 13. SIGN:** Unless checked in **paragraph 2J**, Seller authorizes Broker to install a FOR SALE/SOLD sign on the Property.
- 14. EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
- 15. ATTORNEY FEES:** In any action, proceeding or arbitration between Seller and Broker arising out of this Agreement, Seller and Broker are each responsible for paying their own attorney's fees and costs except as provided in **paragraph 18A**.
- 16. MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Agreement on Broker's behalf, Broker or Manager has the right to cancel this Agreement, in writing, within **5 days** After its execution.
- 17. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon Seller and Seller's successors and assigns.

18. DISPUTE RESOLUTION:

- A. MEDIATION:** (1) Seller and Broker agree to mediate any dispute or claim arising between them under this Agreement, before resorting to arbitration or court action. (2) Mediation fees, if any, shall be divided equally among the parties involved. (3) If, for any dispute or claim to which this paragraph applies, any party (the non-mediating party) **(i)** commences an action without first attempting to resolve the matter through mediation, or **(ii)** before commencement of an action, refuses to mediate after a request has been made, then if the non-mediating party is the losing party in any such action, the prevailing party in such action shall be entitled to recover attorney fees from the non-mediating party, notwithstanding the terms in **paragraph 15**. (4) **Exclusions from this mediation agreement are specified in paragraph 18B.**
 - B. ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation: **(i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.**
 - C. ARBITRATION ADVISORY:** If Seller and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).
- 19. ENTIRE AGREEMENT:** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.
- 20. OWNERSHIP, TITLE AND AUTHORITY:** Seller warrants that: **(i)** Seller is the owner of the Property; **(ii)** no other persons or entities have title to the Property; and **(iii)** Seller has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are specified in **paragraph 2G**.
- 21. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer, identified in the signature block below, appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall deliver to Broker, within **3 days** after execution of this Agreement, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

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By signing below, Seller acknowledges that Seller has read, understands, received a copy of and agrees to the terms of this Residential Listing Agreement.

ENTITY SELLERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, other entity or holds a power of attorney.
(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 21 for additional terms.
(3) The name(s) of the Legally Authorized Signer(s) is: Michael Gene Kahn, Mary Katherine Kahn
(4) A. If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
B. If Property is sold under the jurisdiction of a probate court, identify Seller as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
(5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): The Michael and Mary Kahn Revocable Living Trust dated February 21, 2017 and any amendments thereto

SELLER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of SELLER: Michael Gene Kahn

Printed Name of Legally Authorized Signer: Michael Gene Kahn Title, if applicable, Trustee

Address _____ City _____ State _____ Zip _____

Email _____ Phone # _____

(Signature) By, _____ Date: _____

Printed name of SELLER: Mary Katherine Kahn

Printed Name of Legally Authorized Signer: Mary Katherine Kahn Title, if applicable, Trustee

Address _____ City _____ State _____ Zip _____

Email _____ Phone # _____

Additional Signature Addendum attached (C.A.R. Form ASA)

BROKER SIGNATURE(S):

Real Estate Broker (Firm) Christie's International Real Estate Sereno DRE Lic # 02101181

Address 662 Laurel St, Suite A City San Carlos State CA Zip 94070

By (Broker/Agent) Laura Bertolacci Date _____

Tel. (650)575-3822 E-mail laura@laurabertolacci.com DRE Lic # 00868180

By (Broker/Agent) _____ Date _____

Tel. _____ E-mail _____ DRE Lic # _____

- More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
 Two Brokers with different companies are co-listing the Property. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA).

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RESIDENTIAL LISTING AGREEMENT - EXCLUSIVE (RLA PAGE 7 OF 7)

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4106 Jefferson -





MULTIPLE LISTING SERVICE ADDENDUM
(C.A.R. Form MLSA, 7/24)

The following terms and conditions are hereby incorporated in and made a part of the Residential Listing Agreement, [] Other ("Agreement"), dated 09/11/2024, on property known as 4106 Jefferson Ave, Woodside, CA 94062 in which Michael Gene Kahn, Mary Katherine Kahn is referred to as ("Seller") and Christie's International Real Estate Sereno is referred to as ("Broker").

1. MULTIPLE LISTING SERVICE:

- A. WHAT IS AN MLS? The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. As set forth in paragraph 3, participants and subscribers conducting public marketing of a property listing must submit the property information to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's property is offered for sale, excepting offers of compensation. It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal or data sharing agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal or data sharing agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit listing information to internet sites that post property listings online.
B. WHAT INFORMATION IS PROVIDED TO THE MLS BEFORE OR AFTER SALE: All terms of the transaction, including sales price and, if applicable, financing and concessions, (i) will be provided to the MLS in which the Property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS, and (ii) may be provided to the MLS even if the Property was not listed with the MLS. Seller consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.
C. WHAT IS BROKER'S MLS? Broker is a participant/subscriber to the Multiple Listing Service (MLS) specified in paragraph 2E(1) of the Listing Agreement and possibly others. Broker shall inform Seller if the MLS specified in paragraph 2E(1) is not the primary MLS for the geographic area of the Property. When required by paragraph 3 or by the MLS, Property will be listed with the MLS(s) specified.

2. BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS

- A. EXPOSURE TO BUYERS THROUGH MLS: Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS. The MLS may further transmit the MLS database to internet sites that post property listings online.
B. IMPACT OF OPTING OUT OF MLS: If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: (i) Seller is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; (ii) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; (iii) Information about Seller's Property will not be transmitted from the MLS to various real estate internet sites that are used by the public to search for property listings and; (iv) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.
C. REDUCTION IN EXPOSURE: Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.
D. NOT LISTING PROPERTY IN A LOCAL MLS: If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

3. PUBLIC MARKETING OF PROPERTY:

- A. CLEAR COOPERATION POLICY: Unless paragraph 3F is checked, MLS rules require that residential real property with one to four units and vacant lot listings be submitted to the MLS within 1 business day of any public marketing.
B. PUBLIC MARKETING WITHIN CLEAR COOPERATION: (i) Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public. (ii) Public marketing does not include an office exclusive listing where there is direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients.
C. "COMING SOON" STATUS IMPACT ON MARKETING; Days on Market (DOM):
(1) Seller is advised to discuss with Broker the meaning of "Coming Soon" as that term applies to the MLS in which the Property will be listed, and how any Coming Soon status will impact when and how a listing will be viewable to the public via the MLS. Seller is further advised to discuss with Broker how any DOM calculations or similarly utilized tracking field works in the MLS in which the Property will be listed.
(2) Seller does [] does not authorize Broker to market the Property per the Coming Soon status in Broker's MLS, if any.
D. SELLER INSTRUCTS BROKER:
(1) Seller instructs Broker to market the Property to the public at the beginning of the Listing Period;
OR (2) [X] Seller instructs Broker to begin marketing the Property to the public on _____ (date);



- OR (3) Seller instructs Broker NOT to market the Property to the public. (MLS may require C.A.R. Form SELM or local equivalent form.) Seller understands that no public marketing will occur and the scope of marketing that will occur will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients.
- E. Seller understands and agrees that should any public marketing of the property occur, the Property listing will be submitted to the MLS within **1 business day**.
- F. **CLEAR COOPERATION POLICY DOES NOT APPLY:** The MLSs utilized by Broker do not have a Clear Cooperation Policy that applies to the Property. **Paragraphs 3A-E** do not apply to this listing. Broker shall disclose to Seller and obtain Seller's consent for any instruction to not market the Property on the MLS or to the public.
4. **MLS DATA ON THE INTERNET:** MLS rules allow MLS data to be made available by the MLS to additional internet sites unless Broker gives the MLS instructions to the contrary. Specific information that can be excluded from the internet as permitted by (or in accordance with) the MLS is as follows:
- A. **PROPERTY OR PROPERTY ADDRESS:** Seller can instruct Broker to have the MLS not display the Property or the Property address on the internet (C.A.R. Form SELI). Seller understands that either of these opt outs would mean consumers searching for listings on the internet may not see the Property or Property's address in response to their search.
- B. **FEATURE OPT OUTS:** Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber Websites or Electronic Displays that display the Property listing to have the features below (C.A.R. Form SELI). Seller understands (i) that these opt outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; (ii) that other internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other internet sites.
- (1) **COMMENTS AND REVIEWS:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property display.
- (2) **AUTOMATED ESTIMATE OF VALUE:** The ability to create an automated estimate of value or to link to another site containing such an estimate of value if the link is in immediate conjunction with the Property display.
- C. **SELLER ELECTION:**
- (1) Seller authorizes the MLS to make all listing information available to internet sites;
- OR (2) Seller elects to opt out of certain internet features as provided by C.A.R. Form SELI or the local equivalent form.
5. **SELLER CONCESSIONS:**
- A. **CONCESSION EXPLANATIONS:**
- Concessions are monetary payments that a seller agrees to contribute towards a buyer's expenses and other costs a buyer is responsible for in the transaction.
 - Concessions may include, but are not limited to, costs of escrow or title, lender fees, repairs, inspections and buyer broker compensation.
 - Concessions identified in an MLS listing are not promises to pay but instead indicate to a buyer that the seller will consider offers asking for concessions. Concessions specified in the MLS are not intended to be binding on Seller unless included in the accepted purchase agreement.
 - Concessions specified in the MLS must be allowed to be used for any permissible buyer expense or cost and must not specify the concessions are to be used for broker compensation. However, a term in the buyer's offer may specify that the Seller agrees to pay all or a portion of the compensation that the buyer owes its broker.
- B. **SELLER AUTHORIZATION:**
- (1) Seller does not authorize Broker to put in the MLS that Seller is willing to consider offers asking for concessions.
- OR (2) Seller authorizes Broker to put in the MLS that Seller is willing to consider offers asking for concessions, if allowed under the MLS rules. Even if permitted by the MLS, no amount of the possible concession will be stated in MLS, either as a percent of the purchase price or a flat fee, unless Seller notifies Broker in writing of the amount.
6. **PHOTOGRAPHS:**
- A. Visitors entering or touring the Property may take photographs, and Broker does not have the ability to control or block the taking and use of Images. Seller can instruct Broker to publish information in the MLS is limited to those persons preparing appraisal or inspection reports. Seller acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting instruction in the MLS or who take images regardless of any limiting instruction in the MLS.
- B. **SELLER INSTRUCTION:**
- (1) Visitors are not restricted from taking pictures of the Property;
- OR (2) Seller instructs Broker to publish in the MLS that taking of Images is limited to those persons preparing appraisal or inspection reports.

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

Seller ~~X~~ _____ Date _____
Michael Gene Kahn

Seller ~~X~~ _____ Date _____
Mary Katherine Kahn

Real Estate Broker (Listing Firm) **Christie's International Real Estate Sereno** _____

By _____ Date _____
Laura Bertolacci

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MULTIPLE LISTING SERVICE ADDENDUM (MLSA PAGE 2 OF 2)

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4106 Jefferson -





SELLER'S ADVISORY
(C.A.R. Form SA, Revised 6/23)

1. **INTRODUCTION:** Selling property in California is a process that involves many steps. From start to finish, it could take anywhere from a few weeks to many months, depending upon the condition of your Property, local market conditions and other factors. You have already taken an important first step by listing your Property for sale with a licensed real estate broker. Your broker will help guide you through the process and may refer you to other professionals, as needed. This advisory addresses many things you may need to think about and do as you market your Property. Some of these things are requirements imposed upon you, either by law or by the listing or sale contract. Others are simply practical matters that may arise during the process. Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.
2. **DISCLOSURES:**
 - A. **General Disclosure Duties:** You must affirmatively disclose to the buyer, in writing, all known facts that materially affect the value or desirability of your Property. You must disclose these facts whether or not asked about such matters by the buyer, any broker, or anyone else. This duty to disclose applies even if the buyer agrees to purchase your Property in its present condition without requiring you to make any repairs. If you do not know what or how to disclose, you should consult a real estate attorney in California of your choosing. Broker cannot advise you on the legal sufficiency of any disclosures you make. If the Property you are selling is a residence with one to four units except for certain subdivisions, your broker also has a duty to conduct a reasonably competent and diligent visual inspection of the accessible areas and to disclose to a buyer all adverse material facts that the inspection reveals. If your broker discovers something that could indicate a problem, your broker must advise the buyer.
 - B. **Statutory Duties (For one-to-four Residential Units):**
 - (1) You must timely prepare and deliver to the buyer, among other things, a Real Estate Transfer Disclosure Statement ("TDS"), and a Natural Hazard Disclosure Statement ("NHD"). You have a legal obligation to fill out the TDS form, in its entirety, honestly and completely. (Many local entities or organizations have their own supplement to the TDS that you may also be asked to complete.) The NHD is a statement indicating whether your Property is in certain designated flood, fire or earthquake/seismic hazard zones. Third-party professional companies can help you with this task. If your property is in a high or very high fire zone, and you have to complete the TDS, you will also be responsible for disclosing compliance with defensible space laws and, depending on the Property's age, may also have to disclose if the building itself has been hardened to protect it from catching fire.
 - (2) Depending upon the age and type of construction of your Property, you may also be required to provide and, in certain cases you can receive limited legal protection by providing, the buyer with booklets entitled "The Homeowner's Guide to Earthquake Safety," "The Commercial Property Owner's Guide to Earthquake Safety," "Protect Your Family From Lead in Your Home" and "Environmental Hazards: A Guide For Homeowners and Buyers." Some of these booklets may be packaged together for your convenience. The earthquake guides ask you to answer specific questions about your Property's structure and preparedness for an earthquake. If you are required to supply the booklet about lead, you will also be required to disclose to the buyer any known lead-based paint and lead-based paint hazards on a separate form. The environmental hazards guide informs the buyer of common environmental hazards that may be found in properties.
 - (3) If you know that your property is: (i) located within one mile of a former military ordnance location; or (ii) in or affected by a zone or district allowing manufacturing, commercial or airport use, you must disclose this to the buyer. You are also required to make a good faith effort to obtain and deliver to the buyer a disclosure notice from the appropriate local agency(ies) about any special tax levied on your Property pursuant to the Mello-Roos Community Facilities Act, the Improvement Bond Act of 1915, and a notice concerning the contractual assessment provided by § 5898.24 of the Streets And Highways Code (collectively, "Special Tax Disclosures").
 - (4) If the TDS, NHD, or lead, fire hardening, defensible space, military ordnance, commercial zone or Special Tax Disclosures are provided to a buyer after you accept that buyer's offer, the buyer will have 3 days after delivery (or 5 days if mailed) to terminate the offer, which is why it is extremely important to complete these disclosures as soon as possible. There are certain exemptions from these statutory requirements; however, if you have actual knowledge of any of these items, you may still be required to make a disclosure as the items can be considered material facts.
 - C. **Death and Other Disclosures:** Many buyers consider death on real property to be a material fact in the purchase of property. In some situations, it is advisable to disclose that a death occurred or the manner of death; however, California Civil Code § 1710.2 provides that you have no disclosure duty "where the death has occurred more than three years prior to the date the transferee offers to purchase, lease, or rent the real property, or [regardless of the date of occurrence] that an occupant of that property was afflicted with, or died from, Human T-Lymphotropic Virus Type III/Lymphadenopathy-Associated Virus." This law does not "immunize an owner or his or her agent from making an intentional misrepresentation in response to a direct inquiry from a transferee or a prospective transferee of real property, concerning deaths on the real property."
 - D. **Condominiums and Other Common Interest Subdivisions:** If the Property is a condominium, townhouse, or other property in a common interest subdivision, you must provide to the buyer copies of the governing documents, the most recent financial statements distributed, and other documents required by law or contract. If you do not have a current version of these documents, you can request them from the management of your homeowner's association. To avoid delays, you are encouraged to obtain these documents as soon as possible, even if you have not yet entered into a purchase agreement to sell your Property.
3. **CONTRACT TERMS AND LEGAL REQUIREMENTS:**
 - A. **Contract Terms and Conditions:** A buyer may request, as part of the contract for the sale of your Property, that you pay for repairs to the Property and other items. Your decision on whether or not to comply with a buyer's requests may affect your ability to sell your Property at a specified price.
 - B. **Withholding Taxes:** Under federal and California tax laws, a buyer is required to withhold a portion of the purchase price from your sale proceeds for tax purposes unless you sign an affidavit of non-foreign status and California residency, or some other exemption applies and is documented.

Seller's Initials /



- C. Prohibition Against Discrimination:** Discriminatory conduct in the sale of real property against individuals belonging to legally protected classes is a violation of the law.
 - D. Government Required Repairs, Replacements and Alterations:** Under State law, Property owners with limited exceptions, are required to: (1) Install operable smoke alarms and brace water heaters and provide a Buyer with a statement of compliance. Existing operable smoke alarms, that met compliance standards when installed, do not have to be removed even if not up to current legal requirements. Smoke alarms that are added or that replace older versions must comply with current law; and (2) install carbon monoxide detection devices. Some city and county governments may impose additional requirements, including, but not limited to, installing low-flow toilets and showerheads, gas shut-off valves, tempered glass, and barriers around swimming pools and spas. You should consult with the appropriate governmental agencies, inspectors, and other professionals to determine which requirements apply to your Property, the extent to which your Property complies with such requirements, and the costs, if any, of compliance.
 - E. EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE PROGRAM (RRP):** The RRP requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The RRP applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.
 - F. Legal, Tax and Other Implications:** Selling your Property may have legal, tax, insurance, title or other implications. You should consult an appropriate professional for advice on these matters.
- 4. MARKETING CONSIDERATIONS:**
- A. Pre-Sale Inspections and Considerations:** You should consider doing what you can to prepare your Property for sale, such as correcting any defects or other problems, making cosmetic improvements, and staging. Many people are not aware of defects in or problems with their own Property. One way to make yourself aware is to obtain professional inspections prior to sale. Pre-sale inspections may include a general property inspection; an inspection for wood destroying pest and organisms (Structural Pest Control Report) and an inspection of the septic or well systems, if any, among others. By doing this, you then have an opportunity to make repairs before your Property is sold, which may enhance its marketability. Keep in mind, however, that any problems revealed by such inspection reports or repairs that have been made, should be disclosed to the buyer (see "Disclosures" in **paragraph 2** above). This is true even if the buyer gets their own inspections covering the same area. Obtaining inspection reports may also assist you during contract negotiations with the buyer. For example, if a Structural Pest Control Report has both a primary and secondary recommendation for clearance, you may want to specify in the purchase agreement those recommendations, if any, for which you are going to pay.
 - B. Post-Sale Protections:** It is often helpful to provide the buyer with, among other things, a home protection/warranty plan for the Property. These plans will generally cover problems, not deemed to be pre-existing, that occur after your sale is completed. In the event something does go wrong after the sale, and it is covered by the plan, the buyer may be able to resolve the concern by contacting the home protection company.
 - C. Safety Precautions:** Advertising and marketing your Property for sale, including, but not limited to, holding open houses, placing a key safe/lockbox, erecting FOR SALE signs, and disseminating photographs, video tapes, and virtual tours of the premises, may jeopardize your personal safety and that of your Property. You are strongly encouraged to maintain insurance, and to take any and all possible precautions and safeguards to protect yourself, other occupants, visitors, your Property, and your belongings, including cash, jewelry, drugs, firearms and other valuables located on the Property, against injury, theft, loss, vandalism, damage, and other harm.
 - D. Expenses:** You are advised that you, not the Broker, are responsible for the fees and costs, if any, to comply with your duties and obligations to the buyer of your Property.
- 5. OTHER ITEMS:** _____

Seller has read and understands this Advisory. By signing below, Seller acknowledges receipt of a copy of this document.

Seller _____ Date _____
Print Name **Michael Gene Kahn**

Seller _____ Date _____
Print Name **Mary Katherine Kahn**

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C |



SA REVISED 6/23 (PAGE 2 OF 2)

SELLER'S ADVISORY (SA PAGE 2 OF 2)



BROKER COMPENSATION ADVISORY
(C.A.R. Form BCA, 7/24)

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

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

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

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

2. BROKER AGREEMENTS WITH BUYERS:

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

B. REQUIREMENT FOR WRITTEN AGREEMENTS: Pursuant to a nationwide class action settlement reached by the National Association of REALTORS® (NAR), participants in Multiple Listing Services are required to have a written agreement with a buyer prior to showing a buyer a residential property or giving a buyer a tour of such a property. The agreement must identify the amount of compensation to be paid to the broker for services provided and require that the broker cannot receive any compensation in excess of the amount specified in the agreement. Pursuant to legislation expected to become law in California on January 1, 2025, all licensees showing a buyer any type of property will be required to have a written agreement with that buyer prior to the showing.



BROKER COMPENSATION ADVISORY (BCA PAGE 1 OF 2)

- C. ADVANTAGES OF WRITTEN AGREEMENTS:** Buyers and their brokers benefit when the terms of their relationship and respective duties are in writing. A written agreement establishes clear, mutual expectations and helps avoid misunderstandings over the buyer and broker's duties and the amount of compensation the buyer's agent is to be paid.
- 3. WHEN ENLISTING A REAL ESTATE BROKER TO REPRESENT THEM, BUYERS AGREE TO PAY THE BUYER'S BROKER WHEN ESCROW CLOSES, BUT THE PERSON RESPONSIBLE FOR PAYMENT MAY BE NEGOTIATED IN THE TRANSACTION:**

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

B. SELLER PAYS THE COMPENSATION:

- (1) **Buyer negotiates for Seller to Compensate Buyer's Broker:** A buyer may make a conditional offer to the seller by including a term in the purchase offer asking the seller to pay the buyer's broker if the buyer has already agreed to pay their own broker pursuant to a buyer representation agreement. If such a term is included in the purchase offer, the request will become one term among many that a seller may accept, reject, or negotiate by way of a counter offer. The possibility of asking the seller to pay the buyer's contractual compensation obligation option should be discussed when creating a buyer representation agreement and prior to an offer being made.
- (2) **Buyer's Agent negotiates an agreement directly with Seller:** If a seller is unrepresented or does not have an exclusive agency relationship with another broker, a buyer's broker may approach that seller asking the seller to sign an agreement (C.A.R. Form SP, Single Party Compensation Agreement) to pay the buyer's broker. In this situation, the seller agrees to pay the buyer's broker compensation without necessarily creating an agency relationship with the broker. When that happens, the buyer's broker is advised to use a Seller Non-Agency (C.A.R. Form SNA) to inform the seller that the buyer's broker will be acting on behalf of the buyer only, and not act as the seller's agent, throughout the transaction. However, because the seller is unrepresented, the buyer's agent will inevitably have to do more work to facilitate the transaction, which may be factored into the negotiation of the single party compensation agreement.

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

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

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

Seller/Buyer _____ *Michael Gene Kahn* Date _____

Seller/Buyer _____ *Mary Katherine Kahn* Date _____

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BCA 7/24 (PAGE 2 OF 2)

BROKER COMPENSATION ADVISORY (BCA PAGE 2 OF 2)

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POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

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

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: 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. 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.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller _____ *Michael Gene Kahn* Date _____

Seller _____ *Mary Katherine Kahn* Date _____

Buyer _____ Date _____

Buyer _____ Date _____

Buyer's Brokerage Firm _____ DRE Lic # _____

By _____ DRE Lic # _____ Date _____

Seller's Brokerage Firm *Christie's International Real Estate Sereno* DRE Lic # *02101181*

By *Laura Bertolacci* DRE Lic # *00868180* Date _____

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PRBS REVISED 12/21 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)



FAIR HOUSING AND DISCRIMINATION ADVISORY

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

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

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

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

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

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



- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
 - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
 - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
 - H. Denying a home loan or homeowner's insurance;
 - I. Offering inferior terms, conditions, privileges, facilities or services;
 - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
 - K. Harassing a person;
 - L. Taking an adverse action based on protected characteristics;
 - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
 - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
 - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
 - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
 - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
 - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
 - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - B. State: <https://calcivilrights.ca.gov/housing/>
 - C. Local: local Fair Housing Council office (non-profit, free service)
 - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
 - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
 - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.**
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
 - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
 - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) **no real estate licensee is involved** in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
 - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
 - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
 - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

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

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider _____ **Michael Gene Kahn** Date _____

Seller/Housing Provider _____ **Mary Katherine Kahn** Date _____

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**CALIFORNIA CONSUMER PRIVACY ACT ADVISORY,
DISCLOSURE AND NOTICE**
(C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant _____ Date _____
Michael Gene Kahn

Buyer/Seller/Landlord/Tenant _____ Date _____
Mary Katherine Kahn

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CCPA REVISED 12/22 (PAGE 1 OF 1)

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)



TEXT OVERFLOW ADDENDUM No. 1
(C.A.R. Form TOA, Revised 6/23)

This addendum is given in connection with the property known as 4106 Jefferson Ave, Woodside, CA 94062 ("Property"),
in which Michael Gene Kahn, Mary Katherine Kahn is referred to as ("Seller"),
and Christie's International Real Estate Sereno is referred to as ("Brokerage").

1) RLA, paragraph 2K, Additional Terms:

- A. Listing agreement will expire on date listed above or 180 days from public MLS release - whichever is longer, but not to exceed 24 months from initial listing agreement beginning date.**
- B. Listing price will be re-evaluated after inspections, prior to MLS release. It is advisable to have inspections done before determining the listing price.**
- C. If escrow closes on a Friday; payoffs generally do not record until Monday and sometimes as late as Tuesday.**
- D. Seller is advised that if there are any open building permits (permits that have not been finalized by the city or county), this may alter your value/sales price. Seller should advise Agent of any open permits they are aware of.**
- E. Seller will have carbon monoxide & smoke detectors installed, water heater double strapped and confirm that the heater and water heater are lit and functioning prior to inspections and/or prior to being listed in MLS.**
- F. Seller will keep utility services on up until the close of escrow so that Buyers may complete their final walk-through inspection. Seller is advised that Buyers will complete a Verification of Property Condition (buyer's final walk through) a day or so prior to close of escrow.**
- G. Keys/Remotes: Seller will need to provide Buyer with all keys/HOA keys/remotes at close of escrow. If you do not have a key for a lock, you will need to have that lock replaced/rekeyed. It's best to have these keys/remotes on hand while marketing the property for sale.**
- H. Seller is advised to have sprinklers/drip systems checked by a professional landscaper/gardener.**

SELLER TO PROVIDE LAURA WITH A LIST OF PERSONAL PROPERTY ITEMS THAT YOU INTEND TO TAKE WITH YOU AT CLOSE (i.e. curtains, mirrors, light fixtures, mounted televisions or speakers etc.)

The foregoing terms and conditions are hereby incorporated in and made a part of the paragraph(s) referred to in the document to which this TOA is attached. The undersigned acknowledge receipt of a copy of this TOA.

Seller Michael Gene Kahn Date _____

Seller Mary Katherine Kahn Date _____

Brokerage Christie's International Real Estate Sereno

By Laura Bertolacci Date _____

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TOA REVISED 6/23 (PAGE 1 OF 1)



TEXT OVERFLOW ADDENDUM (TOA PAGE 1 OF 1)

**Christie's International Real Estate Sereno
Addendum to Listing Agreement Re Buyer Broker Commission**

The following terms and conditions are hereby incorporated in and made a part of the Listing Agreement dated _____ on property known as _____ in which _____ is referred to as "Seller" and Christie's International Real Estate Sereno ("Sereno") is referred to as Broker.

Seller acknowledges that Seller has the choice, but not the obligation, to offer financial concessions to incentivize buyers to purchase the Property. Seller concessions may include but are not limited to paying the compensation owed by buyer to buyer's broker ("Buyer Broker Commission"). Seller understands and consents to the following:

- a. There is no legal or other requirement that Seller agree to pay a Buyer Broker Commission.
- b. THE AMOUNT AND RATE OF REAL ESTATE BROKER FEES, INCLUDING THE BUYER BROKER COMMISSION, IS NOT FIXED BY LAW. THEY ARE SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN THE SELLER, BUYER AND BROKER.
- c. The Buyer Broker Commission offered by Seller (if any) will be marketed and disclosed to other brokers by Sereno and will be relied upon by other brokers and their buyers in preparing their purchase offers.
- d. Broker is prohibited from using the Multiple Listing Service (MLS) to communicate Seller's agreement to pay the Buyer Broker Commission, but Sereno may advertise this offer through other marketing channels

Check the applicable box below:

- Seller AGREES to pay a Buyer Broker Commission in the amount of 2.50 % of the purchase price or \$ _____ or as set forth in the Buyer Representation Agreement whichever is less, if requested by Buyer in the purchase agreement.
- Seller AGREES to consider paying a Buyer Broker Commission if requested by Buyer in the purchase agreement at an amount acceptable to Seller.
- Seller DOES NOT AGREE to compensate Buyer's Broker at this time.

If Seller has agreed to pay the Buyer Broker Commission, then provided the buyer is represented by a broker, the commission will be confirmed in the purchase agreement and will be paid by Seller to the buyer's broker in full, through escrow at closing.

The Buyer Broker Commission will be paid by Seller in addition to the compensation payable to Sereno as the Seller's Broker. If Sereno also represents the buyer in the purchase of the Property, then Seller will pay the Buyer Broker Commission to Sereno in addition to the compensation payable to Sereno as the Seller's Broker. If Seller does not approve paying Compensation to the Buyer's Broker, then the buyer will be solely responsible for paying the Buyer Broker Compensation.

Date: _____

Seller

Date: _____

Seller



TRUST ADVISORY
For Properties Being Sold by the Trustee of a Trust
 (C.A.R. Form TA, Revised 12/21)

Property Address: 4106 Jefferson Ave, Woodside, CA 94062 ("Property").

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 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 Detectors:** The sale is not exempt from the State requirements that, for single family residences, operable 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 on or before July 1, 2011, for all existing single family dwelling units, and on or before January 1, 2013, for all other existing dwelling units, the owner must install a carbon monoxide device approved and listed by the State Fire Marshall 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 Section 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.)

(With Listing) Broker's Initials _____ / _____

(With RPA) Buyer's Initials **X** _____ / **X** _____

Seller's Initials **X** _____ **X** _____



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TA Revised 12/21 (PAGE 1 OF 2)

TRUST ADVISORY (TA PAGE 1 OF 2)

2. SELLER MAY BE EXEMPT FROM THE FOLLOWING:

A. (i) Disclosure Statements: Seller, unless specified in 2A(ii), 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.**

(ii) 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 (1) the Seller is a natural person, AND (2) the trust is a revocable trust, AND (3) 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 2A(ii) 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. 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.

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 read, understands and has received a copy of this Trust Advisory.

Seller _____ **Michael Gene Kahn** Date _____

Seller _____ **Mary Katherine Kahn** Date _____

AT TIME OF LISTING Real Estate Broker Christie's International Real Estate Sereno By _____ Laura Bertolacci Date _____
--

AT TIME OF SALE Buyer <input checked="" type="checkbox"/> _____ Date _____ Buyer <input checked="" type="checkbox"/> _____ Date _____

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SELLER ADVISORY AND AUTHORIZATION TO EXCLUDE LISTING FROM MLS

Property Address: include City, Zip (please print clearly):

- 1. MLSListings Multiple Listing Service.** MLSListings Inc (**MLSListings**) maintains a multiple listing service (**MLS**) for the benefit of its participants and subscribers who agree to abide by its MLS Rules and Terms of Service. Listing information submitted to the MLS describes the property, price and other terms and conditions under which a seller's property is offered for sale, including but not limited to the listing broker's offer of compensation to other brokers. These listings are available to all MLSListings participants and subscribers and their potential buyers through its subscription website, as well as to the general public through its public website and (if permitted by Seller) third party real estate websites that receive MLS data from MLSListings. Such listing information may also be submitted as a reciprocal listing to other MLSs, or accessed by real estate practitioners who belong to other MLSs that have reciprocal agreements with MLSListings.
- 2. Authorization Required to Exclude Property from MLSListings MLS.** MLS rules require all real estate agents and brokers who are participants in the MLS to submit to MLSListings all their exclusive right to sell and exclusive agency listings on 1-, 2-, 3-, and 4-unit residential property and vacant residential lots, within 3 days after obtaining all necessary signatures of the seller(s) for such listing. However, a seller may refuse to permit the listing to be disseminated by MLSListings, in which case the listing broker must submit to MLSListings within 3 days via an MLS approved method, this certification signed by the seller and the broker.
- 3. NOTICE AND ACKNOWLEDGMENT. BY EXCLUDING SELLER'S PROPERTY FROM THE MLS SELLER ACKNOWLEDGES THE FOLLOWING: (A) SELLER'S PROPERTY WILL NOT BE INCLUDED IN THE MLS DATABASE AVAILABLE TO REAL ESTATE AGENTS AND BROKERS WHO SUBSCRIBE TO MLSLISTINGS' SERVICE AND THEIR BUYER CLIENTS, NOR TO THE GENERAL PUBLIC THROUGH MLSLISTINGS' PUBLIC WEBSITE; (B) MLSLISTINGS WILL NOT MAKE AVAILABLE INFORMATION ON SELLER'S PROPERTY TO OTHER REAL ESTATE WEBSITES USED BY THE GENERAL PUBLIC TO SEARCH FOR PROPERTIES FOR SALE; (C) REAL ESTATE AGENTS, BROKERS, AND MEMBERS OF THE PUBLIC CONSEQUENTLY MAY BE UNAWARE OF THE AVAILABILITY OF SELLER'S PROPERTY OR THE TERMS AND CONDITIONS UNDER WHICH SELLER IS MARKETING THE PROPERTY; AND (D) THE REDUCTION IN EXPOSURE OF SELLER'S PROPERTY TO OTHER REAL ESTATE OFFICES AND PROSPECTIVE BUYERS MAY REDUCE THE NUMBER OF OFFERS AND ADVERSELY IMPACT THE PRICE OR TERMS SELLER RECEIVES.**
- 4. MLSLISTINGS CLEAR COOPERATION POLICY.**
 - (A) MLSListings has adopted a rule which requires all listings to be submitted to MLSListings within one business day after marketing a property to the public.** Public marketing includes but is not limited to brokerage and agent website displays, digital marketing on public facing websites, email blasts, social media posts, multi-brokerage listing sharing networks, flyers displayed in windows or in public places, and yard signs. Public marketing does not include an office exclusive listing when the direct promotion is between the brokers and licensees affiliated with the listing brokerage, nor one-to-one promotions of the listing between these licensees and their clients.
 - (B) Choosing to withhold the property from MLSListings means (i) there will be no public marketing of the property and (ii) the scope of the marketing will be limited to direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients.**



5. **EXCLUSION PERIOD.**

Seller understands the above, and instructs Broker *not* to submit the Property to MLSListings for inclusion in the MLS for the following reason(s):

property is being prepared for market

Seller hereby instructs Broker to exclude the Property from the MLS for the following period (check one and enter date):

- Temporarily, until seller is ready (date)
- Permanently during the listing period referenced in the listing agreement, expiring on _____ (date)

Seller certifies that Seller understands the consequences of excluding his/her property from MLSListings' MLS. By signing below, Seller acknowledges that Seller has read, understands, accepts and has received a copy of this authorization, and instructs the broker to exclude the listing from MLSListings for the period of time specified in Section 5. Should any public marketing commence, seller understands and agrees that the listing will be submitted to MLSListings within one business day.

Seller Signature: _____ Date: _____

Seller Signature: _____ Date: _____

Broker/Office Mgr Signature: _____ Date: _____

DRE #: 02101181

Office Name Christie's International Real Estate Sereno Broker Code Dwell01

Office Address: 662 Laurel St, Suite A, San Carlos, CA 94070

Listing Agent Name (please print clearly): Laura Bertolacci

DRE #: 00868180

FORMS WITHOUT THE SIGNATURE OF THE BROKER OR OFFICE MANAGER WILL NOT BE ACCEPTED

Please email this completed form to compliance@mlslistings.com or fax it to (408) 874-1250.

CHRISTIE'S

INTERNATIONAL REAL ESTATE
SERENO

AUTHORIZATION or WAIVER OF INSPECTIONS

I/We acknowledge that our Christie's International Real Estate -Sereno agent strongly recommends, to ensure full disclosure regarding all aspects of the subject property, that we investigate the property using licensed professionals. This can best be done by an on-site inspection by qualified industry professionals & specialists.

I/We hereby give Laura Bertolacci authorization to order on my/our behalf the following inspections, reports, documents and/or statements. And, I/we agree to pay for the same, for the real property commonly known as:

Number & Street	City	State	Zip Code
-----------------	------	-------	----------

	Authorize	Waive
1. Property Inspection	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Structural Pest Control	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Roof Inspection	<input type="checkbox"/>	<input type="checkbox"/>
4. Chimney Inspection	<input type="checkbox"/>	<input type="checkbox"/>
5. Pool/Spa & Equipment Inspection	<input type="checkbox"/>	<input type="checkbox"/>
6. Structure/Foundation Inspection	<input type="checkbox"/>	<input type="checkbox"/>
7. Soils/Geologic Report	<input type="checkbox"/>	<input type="checkbox"/>
8. Heating/Radiant Heating Inspection	<input type="checkbox"/>	<input type="checkbox"/>
9. Environmental Reports JCP Report \$99.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Asbestos Investigation	<input type="checkbox"/>	<input type="checkbox"/>
11. Lead Investigation	<input type="checkbox"/>	<input type="checkbox"/>
12. Other: <u>HOA Documents</u>	<input type="checkbox"/>	<input type="checkbox"/>
13. Other: <u>Sewer Lateral Inspection</u>	<input type="checkbox"/>	<input type="checkbox"/>

*** Note: Prices indicated are estimates and are subject to change. There may be additional fees for detached structures.**

Date: _____ Client: _____

Date: _____ Client: _____

ACKNOWLEDGEMENT OF OCCUPANT'S DUTY TO PROTECT PROPERTY

Property Address: _____

As you have been advised, the above property has been listed for sale with Christie's International Real Estate-Sereno. While the property is being marketed for sale, potential buyers, other brokers, inspectors and other people will have access to the property. You should make sure that your personal property is secured so that it will not be damaged, lost or stolen.

PERSONAL PROPERTY

Christie's International Real Estate - Sereno recommends that jewelry and other valuables be placed in your own safe deposit box while the property is for sale. Larger items that can be damaged or stolen, such as vases or other precious artwork should be stored elsewhere. If you choose to keep any of your valuables on the premises, we recommend that they be kept under lock and key so that no one but you has access to them.

You should safeguard any and all medications. Care should also be taken to limit access to computer equipment and software.

INSURANCE

You may wish to consult with your insurance company to be sure that you have adequate insurance coverage during the listing and escrow period for any losses which may occur including, but not limited to, personal injury, property damage and theft. Under many homeowner's insurance policies, when a property has been vacant or unoccupied for more than 60 (or sometimes 30) consecutive days before a loss or damage occurs, there is NO COVERAGE. If you move out of your home to be sold or renovated, and it remains unoccupied for 60 days or more, this can trigger the exclusion from coverage on vacant homes.

Christie's International Real Estate - Sereno will do everything possible to make the sale of this property as convenient for you as possible; however, we are not responsible for your personal property or your insurance coverage and thus we request that you take the necessary steps to protect yourself.

Date: _____

Occupant: _____

Date: _____

Occupant: _____



DISCLOSURE INFORMATION ADVISORY
(FOR SELLERS)
(C.A.R. Form DIA, Revised 6/23)

1. **INTRODUCTION:** All sellers in California are required to provide various disclosures in real property transactions. Among the disclosure requirements, sellers have an affirmative duty to disclose to buyers all material conditions, defects and/or issues known to them that might impact the value or desirability of the Property. Failing to provide those disclosures may lead to a claim or a lawsuit against you which can be very costly and time consuming. As a seller, you may be required to fill out one or more of the following: Real Estate Transfer Disclosure Statement (“TDS”); Seller Property Questionnaire (“SPQ”); Exempt Seller Disclosure (“ESD”). (Collectively, or individually, “Disclosure Forms”). Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.
2. **PREPARING TO COMPLETE YOUR DISCLOSURE OBLIGATIONS:**
 - A. Read and carefully review all questions in the Disclosure Form(s) to make sure that you understand the full extent of the information that is being requested in each question.
 - B. While a seller does not have the duty to investigate or discover unknown issues, you may have been given disclosures either from the previous owner at the time of purchase or from a previous buyer who cancelled. Information about the Property may have been revealed if you may have posted or recorded information and material facts about the Property online (social media, blogs, personal websites, Facebook, advertisements, etc.) or received documents or correspondence from an Homeowners' Association (“HOA”).
 - C. Use any known and available documentation to refresh your memory of past and current issues, condition and/or problems and then provide a copy of that paperwork with your fully completed Disclosure Forms. A seller does not have to find lost documents or to speculate about what was in the documents that they cannot remember, but if the documents are known and available to you, they should be used to assist you in completing the Disclosures forms.
 - D. Allow plenty of time to fully complete the Disclosure Forms.
 - E. Your knowledge may be based upon what you have been told orally (e.g., in a conversation with a neighbor) or received in writing (such as a repair estimate, report, invoice, an appraisal, or sources as informal as neighborhood or HOA newsletters). Keep in mind that if a neighbor told you something, they are likely to tell the new owner the same information after the transaction.
 - F. If you are unsure about whether something is important enough to be disclosed, you should probably disclose it. If you don't want to disclose a piece of information about the Property, think about your reasoning for why you do not want to disclose this information. If the answer is because you think a buyer will not want to buy the Property or will want to purchase at a lower price, that is exactly the reason why the fact ought to be disclosed; it materially affects the value or desirability of the Property.
3. **INSTRUCTIONS FOR COMPLETING ALL DISCLOSURE FORMS:**
 - A. **DO NOT** leave any questions blank or unanswered unless the section is not applicable. Answer all questions and provide all documents, information and explanations to every “Yes” response in the blank lines or in an addendum to the Disclosure Form.
 - B. Many questions on the Disclosure Forms ask if you “are aware” of a particular condition, fact or item. If you do not know the answer to any question, then you are “not aware” and should answer that question “No.”
 - C. The Disclosure Forms are designed to get sellers to provide buyers with as much information as possible, and thus many of the questions on these forms may list multiple issues, conditions or problems and/or have subparts. It is important to address each aspect of each question and provide precise details so that Buyers will understand the “who, what, where, when and how.”
 - D. The Disclosure Forms are written using very broad language. You should not limit the information, documents, and/or explanations that you provide Buyers.
 - E. Be specific and provide facts for each response; you should not let subjective beliefs limit, qualify or downplay your disclosures. Avoid words such as “never,” “minor,” “insignificant,” “small” or “infrequent” as these terms may reflect your opinion but that opinion may not be shared by Buyers, professionals or others. Do not speculate as to what you guess the issue is, or assume something is true without actual knowledge. State your disclosures only to the extent of what you actually know.
 - F. Consider all issues, conditions or problems that impact your Property, even those that are not necessarily on your Property but are related to a neighbor's property (such as shared fences, lot-line debates) or exist in the neighborhood (such as noise, smells, disputes with neighbors, or other nuisances).



- G. Even if you have learned to live with an issue, condition or problem, disclose it.
- H. Even if you believe that an issue, condition or problem has been repaired, resolved or stopped, disclose the issue and what has been done, but do not speculate, predict or guarantee the quality or effectiveness of the repair or resolution.
- I. If there is conflicting information, data, and/or documents regarding any issue, condition or problem, disclose and identify everything.
- J. Do not assume that you know the answer to all questions; for example, unless you personally obtained or received copies of permits do not assume that anyone who did work on the Property obtained permits.
- K. If you are relying on written or oral information you received from someone else, even if you disagree with that information or are unsure as to its truth, disclose and identify the source of that information.

4. COMPLETING SPECIFIC TYPES OF DISCLOSURE DOCUMENTS:

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (“TDS”) (Civil Code Section 1102.6)

Section I allows sellers to incorporate and provide reports and disclosures that relate to the information requested in that Disclosure Form. Providing those “Substituted Disclosures” does not eliminate your responsibility to fully and completely disclose all information known by you that is requested in the TDS. **For the TDS to be complete, one of the three boxes provided in Section I must be checked. If no Substituted Disclosures are being provided, Seller should check the box that indicates “No substituted disclosures for this transfer.”**

Section II A asks you to check a series of boxes to indicate what appliances, fixtures and other items exist on the property and asks whether any of those existing items are “not in operating condition”, a term which is not defined. Consider whether the checked appliances, fixtures and items fully function as if they were new and if not, disclose any issues, limitations or problems. The TDS is not a contract and it does not control which items must remain with the property after close of escrow; the purchase agreement determines which items must remain. However, you should be careful not to represent an amenity that the property does not have, so do not assume that feature is there (i.e. sewer or central air conditioning), and only check the box if you know it is a part of the property.

Section II B asks if you are aware of any significant defects/malfunctions in certain identified areas of the property. There is no definition for “significant defects/malfunctions”; do not assume this terminology places any limits on what you need to disclose. If you check any of the boxes, please provide as much information as possible regarding the issues, conditions or problems that you know about the checked areas.

Section II C asks sixteen questions regarding the Property and the surrounding areas. These questions are written very broadly and contain multiple issues, conditions and/or problems. Make sure that you respond as to each issue, condition or problem. If you respond “Yes” to any question, you should provide as much information as possible about the issue. If you are answering any of these questions “No” because you lack familiarity with the Property or the topic of any question, then you can explain the reasons, such as that you have not seen the Property in a long time or at all. This may help the buyers to understand that your “No” answer reflects the lack of awareness of the item, not that you are representing that the problem, condition or issue does not exist.

Question 16 in section II C refers to various code sections which part of a law are concerning construction defects that is widely known as SB 800 or Title 7. This law (Civil Code Sections 895-945.5) applies to residential real property built by a “Builder” and sold for the first time on or after January 1, 2003. If you have any questions about the applicability to the Property of any of the laws referenced in Question 16, or how you should answer this question, your Listing Agent recommends that you consult with a qualified California real estate attorney for advice. Your Listing Agent cannot and will not give you legal advice on these matters.

SELLER PROPERTY QUESTIONNAIRE

The C.A.R. Residential Purchase Agreement requires Sellers to complete an SPQ for any transaction that requires a TDS because the **TDS** does not include questions regarding everything that sellers need to disclose to buyers. One example of a question not covered in the TDS but that is on the SPQ is whether there has been a death on the Property within the last 3 years (Civil Code Section 1710.2). Another example is the requirement that sellers of single family residences built prior to January 1, 1994 (and other properties built before that date) must disclose if the Property has any noncompliant plumbing fixtures (Civil Code Sections 1101.4 and 1101.5). This includes: 1. Any toilet that uses more than 1.6 GPF; 2. Any showerhead that has a flow capacity of more than 2.5 GPM and 3. Any interior faucet that emits more than 2.2 GPM. The SPQ should be used in conjunction with the TDS to help the seller carry out the obligation to disclose known material facts and defects affecting the value or desirability of the Property. One of the questions on the SPQ (and ESD, see next section) addresses the seller's obligation to provide to the buyer any relevant documents, including reports, whether past or current, in the seller's possession.



EXEMPT SELLER DISCLOSURE (“ESD”)

Some sellers of real property may be legally exempt from completing the TDS. For example, probate and bankruptcy court sales and sales by governmental entities are exempt from the obligation to provide a TDS. Some property that is owned by a trust which has trustee(s) acting in the capacity of a seller may also be exempt; but not all trustee(s) are exempt. If a qualified California real estate attorney has advised you that you are exempt from completing the TDS, then you may choose not to complete that form or any supplement to the TDS, but you may still be required to complete the ESD. Being exempt from completing certain Disclosure Forms does not completely eliminate those disclosure obligations that apply to all sellers under federal, state or local laws, ordinances or regulations and/or by contractual agreement with the buyer. The seller is still obligated to disclose all known material facts that may affect the value of the property. Further, the C.A.R. Residential Purchase Agreement requires those sellers who are exempt from the TDS to fill out the ESD. Pay particular attention to the “catch all” question, which asks you to disclose your awareness of any other material facts or defects affecting the property.

5. FINAL RECOMMENDATIONS:

It is important that you fully complete any legally or contractually required Disclosure Forms. To that end, the real estate Broker, and, if different, the real estate licensee, who listed the property for sale (“Listing Broker”) strongly recommend that you consider the following points when completing your Disclosure Forms:

- If you are aware of any planned or possible changes to your neighbor's property (such as an addition), changes in the neighborhood (such as new construction or road changes) that may affect traffic, views, noise levels or other issues, conditions or problems, disclose those plans or proposed changes even if you are not certain whether the change(s) will ever occur.
- Disclose any lawsuits, whether filed in the past, presently filed or that will be filed regarding the property or the neighborhood (such as an HOA dispute) even if you believe that the case has been resolved. Provide as much detail as possible about any lawsuit, including the name of the case and the County where the case was filed.
- If any disclosure that you have made becomes inadequate, incomplete, inaccurate or changes over time, including right up until the close of escrow, you should update and correct your Disclosure Forms in a timely fashion.
- **If you have any questions about the applicability of any law to the Property, your Listing Broker recommends that you consult with a qualified California real estate attorney for advice. Your Listing Broker cannot and will not tell you if any law is applicable to the Property.**
- **If you need help regarding what to disclose, how to disclose it or what changes need to be made to your Disclosure Forms, the best advice is to consult with a qualified California real estate attorney for advice. Your Listing Broker cannot and will not tell you what to disclose, how to disclose it or what changes need to be made to your answers.**
- While limited exceptions may exist, such as questions that may impact fair housing and discrimination laws, generally speaking, **when in doubt, the best answer to the question: “Do I need to disclose ...?” is almost always “YES, disclose it.”**

Seller has read and understands this Advisory. By signing below, Seller acknowledges receipt of a copy of this Advisory.

Seller _____ Date _____
Michael Gene Kahn

Seller _____ Date _____
Mary Katherine Kahn

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DISCLOSURE INFORMATION ADVISORY (DIA PAGE 3 OF 3)

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

4106 Jefferson -

CHRISTIE'S INTERNATIONAL REAL ESTATE - SERENO

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

This is to give you notice that @properties, which is wholly owned by At World Properties Holdings, LLC, has a business relationship with Proper Title, LLC, and Proper Rate, LLC, each is a provider of settlement services for real estate transactions. We have established this relationship so that Proper Rate, LLC can facilitate origination of your mortgage loan. Because Proper Title, LLC is a wholly owned subsidiary of @properties' parent company, At World Properties, LLC, an Illinois limited liability company ("Parent Company"), and Parent Company has a 49.9% ownership interest in Proper Rate, LLC, @properties' referral of Proper Title, LLC and Proper Rate, LLC to you may provide @properties and Parent Company a financial or other benefit.

Sereno is owned indirectly by At World Properties Holdings, LLC. Fidelity National Financial Inc., has an indirect ownership interest in Sereno. Fidelity National Financial, Inc. has relationship with the following settlement service providers: Chicago Title Company, Chicago Title Insurance Company, Fidelity National Title Company, Fidelity National Title Insurance Company, Fidelity National Title Company of California, Ticor Title Insurance Company, Ticor Title Company of California, Lawyers Title Company, Commonwealth Title Insurance Company, Fidelity National Disclosure Source, Fidelity National Home Warranty Company and Buyers Protection Group, Inc. Each of these companies is owned by a subsidiary of Fidelity National Financial, Inc.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for your 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 THOSE SERVICES.

ESTIMATED RANGE OF CHARGES

Title Insurance, Escrow and Closing Services

Sales Price	\$750,000- \$1,000,000	\$1,000,000- \$1,500,000	\$1,500,000- \$2,000,000	\$2,000,000- \$3,000,000	\$3,000,000- \$5,000,000	\$5,000,000- \$6,000,000	\$6,000,000+
Alta Home Policy	\$1,944-\$2,368	\$2,368-\$3,028	\$3,028-\$3,644	\$3,939+	\$4,632+	\$5,787+	\$6,365
Lender Title Policy	\$963-\$1,174	\$1,174-\$1,424	\$1,424-\$1,544	\$1,947+	\$2,472+	\$3,312+	\$3,732
Escrow Fee	\$3,500-\$4,500	\$4,500-\$6,500	\$6,500-\$7,500	\$2,150+	\$2,500+	\$2,500+	\$2,500+

Escrow Rates for over \$6,000,000 will be charged based on the costs incurred and additional responsibilities assumed by the Company and must be agreed to by the customer in writing. In writing includes the customer's approval of the settlement statement.

Property Disclosure Reports:

- Disclosure Report \$99 - \$129
- Home Warranty \$260 - \$1,135 (for homes under 5000 sq.ft.)
- Buyers Protection Group Inc. >\$50 (Pricing is variable)

This is to give you notice that @properties has a business relationship with Proper Title, LLC, and Proper Rate, LLC, each is a provider of settlement services for real estate transactions. We have established this relationship so that Proper Rate, LLC can facilitate origination of your mortgage loan. Because Proper Title, LLC is a wholly owned subsidiary of @properties' parent company, At World Properties, LLC, an Illinois limited liability company ("Parent Company"), and Parent Company has a 49.9% ownership interest in Proper Rate,

LLC, @properties' referral of Proper Title, LLC and Proper Rate, LLC to you may provide @properties and Parent Company a financial or other benefit.

Set forth below is the estimated charge or range of charges for settlement services offered by Proper Rate, LLC. Interest rates available for Proper Rate, LLC financing products change on a daily basis. You are NOT required to use Proper Title, LLC or Proper Rate, LLC as a condition for your purchase or sale. 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.

PROPER RATE, LLC - ESTIMATED CHARGES (actual costs may vary)

Lender Fee: \$1,290

Application Fee: \$150

Acknowledgement

I/we have read this disclosure form and understand that Christie's International Real Estate-Sereno is referring me/us to purchase the above-described settlement service(s), and it may receive a financial or other benefit as a result of the referral.

Date: _____ Christie's Sereno Client Signature: _____

Print Name: _____

Date: _____ Christie's Sereno Client Signature: _____

Print Name: _____

Preliminary Title Report Advisory

The Preliminary Title Report that you have received for your future property has items identified as "**EXCEPTIONS TO TITLE**" and may also include "**HYPERLINKS**". Some of the exceptions appear on every title report as standard items such as annual property taxes or "CC&Rs" for a condominium purchase. Other exceptions may not be standard and will deserve special attention. Easements, encroachments, liens and other miscellaneous items may affect the property, its use and future development. Detailed information concerning the exceptions is available in the form of either a **blue hyperlink** on the digital version of the Report that you can **CLICK** to view documents or as printed copies of documents that can be requested from your title company.

In addition, we are providing you a PDF file which includes the exceptions noted in the Preliminary Report to facilitate your review. Please let your agent know right away if you have any difficulty reviewing and familiarizing yourself with these exceptions.

We strongly recommend that you carefully review the details of your exceptions to title so that you fully understand their impact on your ownership. Typically, your Title Officer is available to review and explain any exceptions to title that have come up. If you need additional information, you should consult with a qualified California real estate attorney who can assist you. Real estate agents are not legally trained to advise on the meaning or effect of such documents.

Seller : _____ Date: _____

Seller : _____ Date: _____

Buyer : _____ Date: _____

Buyer : _____ Date: _____

CHRISTIE'S
INTERNATIONAL REAL ESTATE
SERENO

NOTICE TO BUYERS AND SELLERS REGARDING FIRPTA

Property Address: _____

In 1980, the United States adopted the Foreign Investment in Real Property Tax Act (FIRPTA). Under FIRPTA, Buyers are legally obligated to withhold a percentage of the gross sales price, otherwise payable to the Seller. The FIRPTA withholding amount was increased to 15% for some transactions on February 17, 2016. Buyers must pay 15% of the amount to the Internal Revenue Service (IRS) unless Seller, or the particular transaction, is exempt.

Sellers are exempt if **all Sellers** give the escrow holder completed FIRPTA Seller Affidavits, signed by all Sellers. Affidavits must state, among other things, that the Sellers are not foreign persons. FIRPTA requires these Sellers' Affidavits to include the taxpayer identification number of the Seller ("TIN"). For individuals, this is usually the Sellers' Social Security Number ("SSN").

This requirement is satisfied if the Seller Affidavit, which includes the individual Sellers' SSN's, is delivered to the escrow holder, and the escrow holder in turn provides the Buyer with a statement under penalty of perjury that they have the required Sellers' Affidavits with the SSN in their possession (the "Escrow Holder's Statement").

ATTENTION SELLERS: If you, as the Sellers, are relying on the exemption that you are not foreign persons, **you must provide the escrow holder with completed Seller Affidavits, including your SSN.**

ATTENTION BUYERS: If the escrow holder fails or refuses to deliver to you the required Escrow Holder's Statement prior to the close of escrow, and no other exemption applies, you are required by law to instruct the escrow company to withhold 15% of the gross sales price and pay that amount to the IRS for the tax account of the Seller.

If you decide to consummate your purchase with the Sellers without obtaining the required Escrow Holder's Statement, or without withholding 15% of the gross sales price, then you have acted against the advice of your broker/agent, and may be liable to the IRS for that, the non-withheld 15% amount plus interest, and penalties, if applicable.

NOTE: *This Notice is not intended to give tax or legal advice to Sellers or Buyers of real property. Sellers and Buyers are strongly advised to discuss any legal or tax issues related to this transaction with their respective legal and tax advisors; including the contents of this Notice.*

I have received and understand this Notice:

Date: _____ **Seller:** _____ **Date:** _____ **Buyer:** _____

Date: _____ **Seller:** _____ **Date:** _____ **Buyer:** _____



**SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS ("FIRPTA")
AND CALIFORNIA TAX WITHHOLDING STATUS**
DESIGNED FOR USE WITH PRDS® FORMS



1. GENERAL INFORMATION REGARDING FIRPTA AND SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS:

Internal Revenue Code ("IRC") §1445 provides that a transferee ("Buyer") of a U.S. real property interest must withhold tax if the Transferor ("Seller") is a "foreign person". In order to avoid withholding, IRC §1445(b) requires that the Seller: (a) provide an Affidavit to the Buyer with the Seller's Social Security Number ("SSN") or the Taxpayer Identification Number ("TIN"), or (b) provides a proper Affidavit, (such as this form) including Seller's SSN or TIN, to a "Qualified Substitute" who furnishes a statement to the Buyer under penalty of perjury that the qualified substitute has such Affidavit in their possession. A Qualified Substitute may be (i) an attorney, title company, or escrow company (but not the Seller's agent) responsible for closing the transaction, or (ii) the Buyer's agent.

2. SELLER'S INFORMATION:

- A. **PROPERTY ADDRESS** (Property being transferred): 4106 Jefferson Ave
Woodside, CA 94062 ("Property")
- B. **TRANSFEROR'S NAME:** The Michael and Mary Kahn Revocable Living Trust dated February 21, 2017 and any amendments thereto ("Transferor")
- C. **AUTHORITY TO SIGN:** If this document is signed on behalf of an Entity Transferor, THE UNDERSIGNED INDIVIDUAL DECLARES THAT HE/ SHE HAS AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE Transferor.
- D. **EXEMPTION CLAIMED:** I, the undersigned, declare under penalty of perjury that, for the reason checked below, if any, I am exempt (or if signed on behalf of an Entity Transferor, the Entity is exempt) from the federal withholding law ("FIRPTA").
 - (For individual Transferors) I am not a nonresident alien for purposes of U.S. income taxation.
 - (For corporation, partnership, limited liability company, trust and estate Transferors) The Transferor is not a foreign corporation, foreign partnership, foreign limited liability company, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code and Income Tax Regulations.

3. QUALIFIED SUBSTITUTE OR DIRECT DELIVERY TO BUYER:

A. TRANSFEROR'S USE OF QUALIFIED SUBSTITUTE (TITLE OR ESCROW) TO SATISFY FIRPTA.

- (i) A Qualified Substitute shall be used in this transaction to satisfy the requirements under Internal Revenue Code §1445. Seller shall provide a completed Affidavit to the Qualified Substitute, who will furnish a statement to the Buyer stating, under penalty of perjury that the Qualified Substitute (i) has the Seller's Affidavit; (ii) the Affidavit is complete; and (iii) the Seller states in the Affidavit that no withholding is required because an exemption is claimed.
- (ii) Qualified Substitute and listing Broker shall NOT provide the information in paragraph 3B to Buyer.

OR B. ("If checked") TRANSFEROR'S ADDITIONAL INFORMATION DIRECT TO BUYER: Seller shall complete the information below and provide a completed form to Buyer.

- (i) Social Security Number ("SSN") or Taxpayer Identification Number ("TIN"): _____
- (ii) Address: _____
(Use HOME address for individual Transferors. Use OFFICE address for an "Entity" i.e., corporations, partnerships, limited liability companies, trusts, and estates).
- (iii) Telephone Number: _____

4. CALIFORNIA WITHHOLDING:

Seller agrees to provide Escrow Holder with necessary information to comply with California Withholding Law Revenue and Taxation Code, §18662

I understand that this Affidavit may be disclosed to the Internal Revenue Service by the Transferee, and that any false statement I have made herein may result in a fine, imprisonment or both.

By Michael Gene Kahn Date _____
(Transferor's Signature)(Indicate if you are signing as the Trustee of a revocable/grantor trust.)

The Michael and Mary Kahn Revocable Living Trust dated February 21, 2017 and Trustee
Printed name Title (if signed on behalf of Entity Transferor)

Buyer's unauthorized use or disclosure of Seller's SSN or TIN could result in civil and/or criminal liability.

Buyer _____ Date _____
(Buyer acknowledges receipt of a Copy of this Seller's Affidavit)

Buyer _____ Date _____
(Buyer acknowledges receipt of a Copy of this Seller's Affidavit)

IMPORTANT NOTICE: An Affidavit should be signed by each individual or entity Transferor to whom or to which it applies. Before you sign, any questions relating to the legal sufficiency of this form, or to whether it applies to you or to a particular transaction, or about the definition of any of the terms used, should be referred to an attorney, certified public accountant, or other professional tax advisor, the Internal Revenue Service, or the California Franchise Tax Board.

FEDERAL GUIDELINES

FOREIGN PERSONS DEFINED. The following general information is provided to assist sellers in determining whether they are "foreign persons" for purposes of the Foreign Investment in Real Property Tax Act ("FIRPTA"), IRC §1445. FIRPTA requires a buyer to withhold and send to the IRS 15% of the gross sales price of a United States ("U.S.") real property interest if the seller is a foreign person. Certain restrictions and limitations apply. No withholding is required for a seller who is a U.S. person (that is, not a foreign person). In order for an individual to be a U.S. person, he/she must be either a U.S. citizen or a U.S. resident alien. The test must be applied separately to each seller in transactions involving more than one seller. Even if the seller is a foreign person, withholding will not be required in every circumstance.

NONRESIDENT ALIEN INDIVIDUAL. An individual whose residence is not within the U.S. and who is not a U.S. citizen is a nonresident alien. The term includes a nonresident alien fiduciary. An alien actually present in the U.S. who is not just staying temporarily (i.e., not a mere transient or sojourner) is a U.S. resident for income tax purposes. An alien is considered a U.S. resident and not subject to withholding under FIRPTA if the alien meets either the **green card test** or the **substantial presence test** for the calendar year.

GREEN CARD TEST. An alien is a U.S. resident if the individual was a lawful permanent resident of the U.S. at any time during the calendar year. This is known as the "green card test."

SUBSTANTIAL PRESENCE TEST. An alien is considered a U.S. resident if the individual meets the substantial presence test for the calendar year. Under this test, the individual must be physically present in the U.S. on at least: (1) 31 days during the current calendar year, and (2) 183 days during the current year and the two preceding years, counting all the days of physical presence in the current year but only 1/3 the number of days present in the first preceding year, and 1/6 the number of days present in the second preceding year.

DAYS OF PRESENCE IN THE U.S. TEST. Generally, a person is treated as physically present in the country at any time during the day. However, if a person regularly commutes to work in the U.S. from a residence in Canada or Mexico, or is in transit between two points outside the U.S. and is physically present in the country for less than 24 hours, he/she is not treated as present in the U.S. on any day during the transit or commute. In addition, the individual is not treated as present in the U.S. on any day during which he/she is unable to leave the U.S. because of a medical condition which arose while in the U.S.

EXEMPT INDIVIDUAL. For the substantial presence test, do not count days for which a person is an exempt individual. An exempt individual is anyone in the following categories:

- (1) An individual temporarily present in the U.S. because of (a) full-time diplomatic or consular status, (b) full-time employment with and international organization or (c) an immediate family member of a person described in (a) or (b).
- (2) A teacher or trainee temporarily present in the U.S. under a "J" visa (other than as a student) who substantially complies with the requirements of the visa. An individual will not be exempt under this category for a calendar year if he/she was exempt as a teacher/trainee or as a student for any two calendar years during the preceding six calendar years.
- (3) A student temporarily present in the U.S. under an "F" or "J" visa who substantially complies with the requirements of the visa. Generally, a person will not be exempt as a student for any calendar year after the fifth calendar year for which he/she was exempt as a student, teacher or trainee. However, the individual may continue to be exempt as a student beyond the fifth year if he/she is in compliance with the terms of the student visa and does not intend to permanently reside in the U.S.

CLOSER CONNECTION TO A FOREIGN COUNTRY. Even if an individual would otherwise meet the substantial presence test, that person is not treated as meeting the test for the current year if he/she:

- (1) Is present in the U.S. on fewer than 183 days during the current year, and
- (2) Has a tax home in a foreign country and has a closer connection to that country than to the U.S.

SPECIAL RULES. It is possible to be both a nonresident alien and a resident alien during the same tax year. Usually this occurs for the year a person arrives in or departs from the U.S. Other special provisions apply to individuals who were U.S. residents for at least three years, cease to be U.S. residents, and then become U.S. residents again.

NON-RESIDENT ALIEN INDIVIDUALS MARRIED TO U.S. CITIZENS OR RESIDENT ALIENS may choose to be treated as resident aliens for most income tax purposes. However, these individuals are considered **nonresidents** for purposes of withholding taxes.

A FOREIGN PERSON OR PARTNERSHIP is one that does not fit the definition of a domestic corporation or partnership. A domestic corporation or partnership is one that was created or organized in the U.S., or under the laws of the U.S., or of any U.S. state or territory.

GUAM AND U.S. VIRGIN ISLANDS CORPORATIONS. A corporation created or organized in or under the laws of Guam or the U.S. Virgin Islands is not considered a foreign corporation for the purpose of withholding tax for the tax year if:

- (1) at all times during the tax year, less than 25% in value of the corporation's stock is owned, directly or indirectly, by foreign persons, and
- (2) at least 20% of the corporation's gross income is derived from sources within Guam or at least 65% of the corporation's income is effectively connected with the conduct of a trade or business in the U.S. Virgin Islands or the U.S. for the 3-year period ending with the close of the preceding tax year of the corporation, or the period the corporation has been in existence if less.

A NONRESIDENT ALIEN TRUSTEE, ADMINISTRATOR OR EXECUTOR of a trust or an estate is treated as a nonresident alien, even though all the beneficiaries of the trust or estate are citizens or residents of the U.S.



**SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS ("FIRPTA")
AND CALIFORNIA TAX WITHHOLDING STATUS**
DESIGNED FOR USE WITH PRDS® FORMS



1. GENERAL INFORMATION REGARDING FIRPTA AND SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS:

Internal Revenue Code ("IRC") §1445 provides that a transferee ("Buyer") of a U.S. real property interest must withhold tax if the Transferor ("Seller") is a "foreign person". In order to avoid withholding, IRC §1445(b) requires that the Seller: (a) provide an Affidavit to the Buyer with the Seller's Social Security Number ("SSN") or the Taxpayer Identification Number ("TIN"), or (b) provides a proper Affidavit, (such as this form) including Seller's SSN or TIN, to a "Qualified Substitute" who furnishes a statement to the Buyer under penalty of perjury that the qualified substitute has such Affidavit in their possession. A Qualified Substitute may be (i) an attorney, title company, or escrow company (but not the Seller's agent) responsible for closing the transaction, or (ii) the Buyer's agent.

2. SELLER'S INFORMATION:

- A. **PROPERTY ADDRESS** (Property being transferred): 4106 Jefferson Ave
Woodside, CA 94062 ("Property")
- B. **TRANSFEROR'S NAME:** The Michael and Mary Kahn Revocable Living Trust dated February 21, 2017 and any amendments thereto ("Transferor")
- C. **AUTHORITY TO SIGN:** If this document is signed on behalf of an Entity Transferor, THE UNDERSIGNED INDIVIDUAL DECLARES THAT HE/SHE HAS AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE Transferor.
- D. **EXEMPTION CLAIMED:** I, the undersigned, declare under penalty of perjury that, for the reason checked below, if any, I am exempt (or if signed on behalf of an Entity Transferor, the Entity is exempt) from the federal withholding law ("FIRPTA").
 - (For individual Transferors) I am not a nonresident alien for purposes of U.S. income taxation.
 - (For corporation, partnership, limited liability company, trust and estate Transferors) The Transferor is not a foreign corporation, foreign partnership, foreign limited liability company, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code and Income Tax Regulations.

3. QUALIFIED SUBSTITUTE OR DIRECT DELIVERY TO BUYER:

A. TRANSFEROR'S USE OF QUALIFIED SUBSTITUTE (TITLE OR ESCROW) TO SATISFY FIRPTA.

- (i) A Qualified Substitute shall be used in this transaction to satisfy the requirements under Internal Revenue Code §1445. Seller shall provide a completed Affidavit to the Qualified Substitute, who will furnish a statement to the Buyer stating, under penalty of perjury that the Qualified Substitute (i) has the Seller's Affidavit; (ii) the Affidavit is complete; and (iii) the Seller states in the Affidavit that no withholding is required because an exemption is claimed.
- (ii) Qualified Substitute and listing Broker shall NOT provide the information in paragraph 3B to Buyer.

OR B. ("If checked") TRANSFEROR'S ADDITIONAL INFORMATION DIRECT TO BUYER: Seller shall complete the information below and provide a completed form to Buyer.

- (i) Social Security Number ("SSN") or Taxpayer Identification Number ("TIN"): _____
- (ii) Address: _____
(Use HOME address for individual Transferors. Use OFFICE address for an "Entity" i.e., corporations, partnerships, limited liability companies, trusts, and estates).
- (iii) Telephone Number: _____

4. CALIFORNIA WITHHOLDING:

Seller agrees to provide Escrow Holder with necessary information to comply with California Withholding Law Revenue and Taxation Code, §18662

I understand that this Affidavit may be disclosed to the Internal Revenue Service by the Transferee, and that any false statement I have made herein may result in a fine, imprisonment or both.

By Mary Katherine Kahn Date _____
(Transferor's Signature)(Indicate if you are signing as the Trustee of a revocable/grantor trust.)

The Michael and Mary Kahn Revocable Living Trust dated February 21, 2017 and Trustee
Printed name Title (if signed on behalf of Entity Transferor)

Buyer's unauthorized use or disclosure of Seller's SSN or TIN could result in civil and/or criminal liability.

Buyer _____ Date _____
(Buyer acknowledges receipt of a Copy of this Seller's Affidavit)

Buyer _____ Date _____
(Buyer acknowledges receipt of a Copy of this Seller's Affidavit)

IMPORTANT NOTICE: An Affidavit should be signed by each individual or entity Transferor to whom or to which it applies. Before you sign, any questions relating to the legal sufficiency of this form, or to whether it applies to you or to a particular transaction, or about the definition of any of the terms used, should be referred to an attorney, certified public accountant, or other professional tax advisor, the Internal Revenue Service, or the California Franchise Tax Board.

FEDERAL GUIDELINES

FOREIGN PERSONS DEFINED. The following general information is provided to assist sellers in determining whether they are "foreign persons" for purposes of the Foreign Investment in Real Property Tax Act ("FIRPTA"), IRC §1445. FIRPTA requires a buyer to withhold and send to the IRS 15% of the gross sales price of a United States ("U.S.") real property interest if the seller is a foreign person. Certain restrictions and limitations apply. No withholding is required for a seller who is a U.S. person (that is, not a foreign person). In order for an individual to be a U.S. person, he/she must be either a U.S. citizen or a U.S. resident alien. The test must be applied separately to each seller in transactions involving more than one seller. Even if the seller is a foreign person, withholding will not be required in every circumstance.

NONRESIDENT ALIEN INDIVIDUAL. An individual whose residence is not within the U.S. and who is not a U.S. citizen is a nonresident alien. The term includes a nonresident alien fiduciary. An alien actually present in the U.S. who is not just staying temporarily (i.e., not a mere transient or sojourner) is a U.S. resident for income tax purposes. An alien is considered a U.S. resident and not subject to withholding under FIRPTA if the alien meets either the **green card test** or the **substantial presence test** for the calendar year.

GREEN CARD TEST. An alien is a U.S. resident if the individual was a lawful permanent resident of the U.S. at any time during the calendar year. This is known as the "green card test."

SUBSTANTIAL PRESENCE TEST. An alien is considered a U.S. resident if the individual meets the substantial presence test for the calendar year. Under this test, the individual must be physically present in the U.S. on at least: (1) 31 days during the current calendar year, and (2) 183 days during the current year and the two preceding years, counting all the days of physical presence in the current year but only 1/3 the number of days present in the first preceding year, and 1/6 the number of days present in the second preceding year.

DAYS OF PRESENCE IN THE U.S. TEST. Generally, a person is treated as physically present in the country at any time during the day. However, if a person regularly commutes to work in the U.S. from a residence in Canada or Mexico, or is in transit between two points outside the U.S. and is physically present in the country for less than 24 hours, he/she is not treated as present in the U.S. on any day during the transit or commute. In addition, the individual is not treated as present in the U.S. on any day during which he/she is unable to leave the U.S. because of a medical condition which arose while in the U.S.

EXEMPT INDIVIDUAL. For the substantial presence test, do not count days for which a person is an exempt individual. An exempt individual is anyone in the following categories:

- (1) An individual temporarily present in the U.S. because of (a) full-time diplomatic or consular status, (b) full-time employment with and international organization or (c) an immediate family member of a person described in (a) or (b).
- (2) A teacher or trainee temporarily present in the U.S. under a "J" visa (other than as a student) who substantially complies with the requirements of the visa. An individual will not be exempt under this category for a calendar year if he/she was exempt as a teacher/trainee or as a student for any two calendar years during the preceding six calendar years.
- (3) A student temporarily present in the U.S. under an "F" or "J" visa who substantially complies with the requirements of the visa. Generally, a person will not be exempt as a student for any calendar year after the fifth calendar year for which he/she was exempt as a student, teacher or trainee. However, the individual may continue to be exempt as a student beyond the fifth year if he/she is in compliance with the terms of the student visa and does not intend to permanently reside in the U.S.

CLOSER CONNECTION TO A FOREIGN COUNTRY. Even if an individual would otherwise meet the substantial presence test, that person is not treated as meeting the test for the current year if he/she:

- (1) Is present in the U.S. on fewer than 183 days during the current year, and
- (2) Has a tax home in a foreign country and has a closer connection to that country than to the U.S.

SPECIAL RULES. It is possible to be both a nonresident alien and a resident alien during the same tax year. Usually this occurs for the year a person arrives in or departs from the U.S. Other special provisions apply to individuals who were U.S. residents for at least three years, cease to be U.S. residents, and then become U.S. residents again.

NON-RESIDENT ALIEN INDIVIDUALS MARRIED TO U.S. CITIZENS OR RESIDENT ALIENS may choose to be treated as resident aliens for most income tax purposes. However, these individuals are considered **nonresidents** for purposes of withholding taxes.

A FOREIGN PERSON OR PARTNERSHIP is one that does not fit the definition of a domestic corporation or partnership. A domestic corporation or partnership is one that was created or organized in the U.S., or under the laws of the U.S., or of any U.S. state or territory.

GUAM AND U.S. VIRGIN ISLANDS CORPORATIONS. A corporation created or organized in or under the laws of Guam or the U.S. Virgin Islands is not considered a foreign corporation for the purpose of withholding tax for the tax year if:

- (1) at all times during the tax year, less than 25% in value of the corporation's stock is owned, directly or indirectly, by foreign persons, and
- (2) at least 20% of the corporation's gross income is derived from sources within Guam or at least 65% of the corporation's income is effectively connected with the conduct of a trade or business in the U.S. Virgin Islands or the U.S. for the 3-year period ending with the close of the preceding tax year of the corporation, or the period the corporation has been in existence if less.

A NONRESIDENT ALIEN TRUSTEE, ADMINISTRATOR OR EXECUTOR of a trust or an estate is treated as a nonresident alien, even though all the beneficiaries of the trust or estate are citizens or residents of the U.S.