



LEASE LISTING AGREEMENT

EXCLUSIVE AUTHORIZATION TO LEASE OR RENT

(C.A.R. Form LL, Revised 6/21)

Date Prepared: October 2, 2024

1. EXCLUSIVE RIGHT TO LEASE: Patricia A Warner, John Warner ("Owner")
 hereby employs and grants Sotheby's International Realty ("Broker")
 beginning (date) October 22, 2024 and ending at 11:59 P.M. on (date) January 30, 2025 ("Listing Period")
 the exclusive and irrevocable right to lease or rent the real property in the City of Malibu,
 County of Los Angeles, California, described as 29219 Greenwater, Malibu, CA 90265
 ("Premises").

2. LISTING TERMS:

- A. RENT AMOUNT:** Nine Thousand, Five Hundred Dollars \$ 9,500.00 per month
B. SECURITY DEPOSIT: \$19,000.00
C. TYPE OF TENANCY: (Check all that apply): ☐ Month-to-month; ☒ One year ☐ Other _____
D. ITEMS INCLUDED IN LEASE/RENTAL: All fixtures and fittings attached to the Premises and the following items of personal property: _____
E. ITEMS EXCLUDED FROM LEASE/RENTAL: ☐ Garage/Carport; ☐ _____
F. ADDITIONAL TERMS: _____

3. 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 Owner and Broker (real estate commissions include all compensation and fees to Broker).

A. Owner agrees to pay to Broker as compensation for services, irrespective of agency relationship(s), as specified below:

(1) For fixed-term leases:

- (a) Either (i) ☐ 6.000 percent of the total rent for the term specified in paragraph 2 (or if a fixed term lease is executed, of the total rent payments due under the lease); or (ii) ☐ _____;
 (b) Owner agrees to pay Broker additional compensation of _____,
 if a fixed term lease is executed and is extended or renewed. Payment is due upon such extension or renewal.

(2) For month-to-month rental: Either (i) ☐ _____ percent of _____; or (ii) ☐ _____.**(3) For either a fixed term or month-to-month:**

- (a) If during the Listing Period, or any extension, Broker, cooperating broker, Owner or any other person procures a ready, willing, and able Tenant(s) whose offer to lease/rent the Premises on any price and terms is accepted by Owner, provided the Tenant takes possession of the Premises under the terms of the lease or rental or is prevented from doing so by Owner. (Broker is entitled to compensation whether any tenancy resulting from such offer begins during or after the expiration of the Listing Period, or any extension.)
 (b) If Owner, within 90 calendar days after the end of the Listing Period or any extension thereof, enters into a contract to transfer, lease or rent the Premises to anyone ("Prospective Transferee") or that person's related entity: (i) who physically entered and was shown the Premises during the Listing Period or any extension thereof by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Owner a signed, written offer to lease or rent the Premises. Owner, however, shall have no obligation to Broker under this subparagraph 3A(3)(b) unless, not later than the end of the Listing Period or any extension or cancellation, Broker has given Owner a written notice of the names of such Prospective Transferees.
 (c) If, without Broker's prior written consent, the Premises are withdrawn from lease/rental, are leased, rented, or otherwise transferred, or made unmarketable by a voluntary act of Owner during the Listing Period, or any extension.

B. If commencement of the lease or rental is prevented by a party to the transaction other than Owner, then compensation which otherwise would have been earned under paragraph 3A shall be payable only if and when Owner 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, if any.

C. In addition, Owner agrees to pay: _____

D. Broker may retain compensation due from any Tenant payments collected by Broker.

E. Owner agrees to pay Broker if Tenant directly or indirectly acquires, or enters into an agreement to acquire title to Premises or any part thereof, whether by sale, exchange or otherwise, during the term or any extension of tenancy, compensation equal to 5.000 percent of the selling price or total consideration in said transfer, whichever is greater. Payment is due upon Tenant's direct or indirect acquisition of any legal or equitable interest in the Premises and, if there is an escrow, shall be through escrow.

F. Owner has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, other brokers. (1) Broker is authorized to cooperate with and compensate brokers participating through the multiple listing service(s) ("MLS") by offering to MLS brokers out of Broker's compensation specified in 3A:

- (A) For a fixed term lease, either ☐ _____ percent of the total rent for the term, or ☐ \$ _____; or
 (B) For month to month rental, either ☐ _____ percent of amount specified in 3A(2) used to calculate Broker's percentage compensation, or ☐ \$ _____.

(2) Broker is authorized to cooperate with and compensate brokers operating outside the MLS as per Broker's policy.

G. (1) Owner warrants that Owner has no obligation to pay compensation to any other broker regarding the lease or rental of Premises unless the Premises are leased or rented to: _____

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LL REVISED 6/21 (PAGE 1 OF 4)

Owner's Initials (DS) (PW)

LEASE LISTING AGREEMENT (LL PAGE 1 OF 4)

Property Address: **29219 Greenwater, Malibu, CA 90265**Date: **October 2, 2024**

(2) If Premises are leased or rented to anyone listed in 3G(1) during the time Owner is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent Owner with respect to such transaction.

4. TENANT PAYMENTS:

- A. Broker is authorized to accept and hold from a prospective Tenant, a deposit to be ☐ held uncashed or ☐ placed in Broker's trust account. Upon execution of a fixed term or month-to-month lease, payments received from Tenant shall be given to Owner or ☐ _____.
- B. If Landlord permits Tenant to pay rent by direct deposit such as wire or electronic transfer or other online method, Landlord should discuss with a Landlord-Tenant attorney the implications of doing so in the event Tenant defaults and an eviction becomes necessary.

5. **KEYSAFE/LOCKBOX:** ☐ (If checked) Owner authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

6. **SIGN:** (If checked) ☒ Owner authorizes Broker to install a FOR LEASE sign on the Premises.

7. **MULTIPLE LISTING SERVICE:** Information about this listing will (or ☒ will not) be provided to a multiple listing service(s) ("MLS") of Broker's selection. If not, then MLS rules may require an exclusion form, such as C.A.R. Form SELM, be submitted to the MLS. All terms of the transaction will be provided to the selected MLS for publication, dissemination and use by persons and entities on terms approved by the MLS. Owner authorizes Broker to comply with all applicable MLS rules. 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.

8. **SECURITY AND INSURANCE:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Premises, or otherwise. Third parties, including, but not limited to, inspectors, brokers and prospective tenants, may have access to, and take videos and photographs of, the interior of the Premises. Owner agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Premises; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Owner.

9. **OWNERSHIP, TITLE AND AUTHORITY:** Owner warrants that: (i) Owner is the legal owner of the Premises; (ii) no other persons or entities have title to the Premises; and (iii) Owner has the authority to both execute this Agreement and lease or rent the Premises. Exceptions to ownership, title and authority: _____.

10. OWNER DISCLOSURES:**A. LEAD-BASED PAINT:**

(1) ☐ The Property was constructed on or after January 1, 1978.

OR (2) ☒ The Property was constructed prior to 1978.

- (i) Owner has no knowledge of lead-based paint or lead-based paint hazards in the housing except: _____.
- (ii) Owner has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing, except the following, which Owner shall provide to Property Manager: _____.

B. **POOL/SPA DRAIN:** Any pool or spa on the property does (or, ☐ does not) have an approved anti-entrapment drain cover, device or system.

C. **MOLD:** The Property was treated on _____ (month) _____ (year) for elevated levels of mold which was previously detected in the following location(s): _____.

☐ Owner has no reports or records pertaining to elevated levels of mold in the Property, except: _____.

☒ Owner has no knowledge of elevated levels of mold currently in the Property, except: _____.

D. **ASBESTOS:** Asbestos was removed from the Property on _____ (month) _____ (year) in the following location(s): _____.

☐ Owner has no reports or records pertaining to asbestos in the Property, except: _____.

☒ Owner has no knowledge of asbestos currently in the Property, except: _____.

E. ☐ **PEST CONTROL:** Owner has entered into a contract for periodic pest control treatment of the Property. Owner, within 3 days, will provide Property Manager a copy of the notice originally given to owner by the pest control company.

F. ☐ **METH CONTAMINATION:** Owner has received an order from a health official prohibiting occupancy of any part of the Property because of methamphetamine contamination. Owner, within 3 days, will provide Broker a copy of the order. Contamination specified in the order ☐ has or ☐ has not been remedied.

G. **BED BUG DISCLOSURE:** Owner acknowledges that beginning July 1, 2017, for new tenants and by January 1, 2018, all tenants must be provided a notice regarding bed bugs (C.A.R. Form BBD). Owner further acknowledges that it is unlawful to show, rent, or lease a property if there is a known current bed bug infestation. ☐ Owner knows of a current infestation.

H. ☐ **WATER SUBMETERS:** The Property contains two or more units served by a single water meter and Owner has installed a submeter to measure and charge each individual unit for water usage. Effective January 1, 2018, Owner agrees to comply with Civil Code §§ 1954.201 through 1954.219 and to provide the required Water Submeter Notice (C.A.R. Form WSM).

I. ☐ **CARBON MONOXIDE DETECTORS:** The Premises has a fossil fuel burning heater, appliance, or an attached garage. Owner has ☐ has not installed carbon monoxide detector devices in accordance with legal requirements.

J. ☐ **SMOKE ALARMS:** Owner has ☐ has not installed smoke alarm(s) in each bedroom, in the hallway outside of each bedroom and on each floor whether or not a bedroom is located on the floor in compliance with legal requirements.

K. WATER CONSERVING PLUMBING FIXTURES:

(1) ☐ The Premises was built on or after January 1, 1994.

OR (2) ☒ The Premises was built prior to January 1, 1994. The Owner has ☐ has not installed water conserving plumbing fixtures (toilets, shower heads, interior faucets, urinals) as per Civil Code § 1101.1 et seq. effective as of 1/1/2017 for single family residential properties and 1/1/2019 for multifamily residential properties.

L. **WATER HEATERS:** Water heater has ☐ has not been braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion.



Property Address: 29219 Greenwater, Malibu, CA 90265Date: October 2, 2024**M. GAS AND ELECTRIC METERS:**

- (1) ☐ The Premises does not have a separate gas meter.
 (2) ☐ The Premises does not have a separate electric meter.

N. ☐ DEATH ON THE PREMISES: An occupant of the Premises died on the Premises within the last three years.**O. ☐ OTHER MATERIAL FACTS:** _____

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

12. TAX WITHHOLDING:

- A.** If Owner is not a California Resident or a corporation or LLC qualified to conduct business in California, Owner authorizes Broker to withhold and transmit to California Franchise Tax Board ("FTB") 7% of the GROSS payments to Owner that exceed \$1,500 received by Broker, unless Owner completes and transmits to Broker FTB form 589, nonresident reduced withholding request, FTB form 588, nonresident withholding waiver, or FTB form 590, withholding exemption certificate.
- B.** If Owner is a nonresident alien individual, a foreign entity, or other non-U.S. person, (Foreign Investor) Owner authorizes Broker to withhold and transmit to the Internal Revenue Service (IRS) 30% of the GROSS rental receipts unless Owner elects to treat rental income as "effectively connected income" by submitting to Broker a fully completed IRS form W-8ECI, Certificate of Foreign Person's Claim for Exemption from Withholding on Income Connected With the Conduct of a Trade of Business in the United States. A Foreign Investor Owner will need to obtain a U.S. tax payer identification number and file declaration with the IRS regarding effectively connected income in order to complete the form given to Broker. Further, the Foreign Investor Owner will be responsible for making any necessary estimated tax payments.

13. BROKER'S AND OWNER'S DUTIES: Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Owner gives Broker written instructions to the contrary, Broker is authorized to advertise and market the Premises in any medium, selected by Broker including MLS and the Internet and, to the extent permitted by these media, including MLS, control the dissemination of the information submitted to any medium. Owner agrees to consider offers presented by Broker and to act in good faith to accomplish the lease or rental of the Premises by, among other things, making the Premises available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Premises subject to 3G. Owner is responsible for determining at what price and terms to list and lease or rent the Premises. Owner further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, attorney fees and costs arising from any incorrect or incomplete information supplied by Owner, or from any material facts that Owner knows but fails to disclose including dangerous or hidden conditions on the Premises.

14. AGENCY RELATIONSHIPS:

- A. Disclosure:** If the listing is for a tenancy in excess of one year or compensation is owed to Broker under paragraph 3E, Owner acknowledges receipt of the "Disclosure Regarding Agency Real Estate Relationship" form (C.A.R. Form AD).
- B. Owner Representation:** Broker shall represent Owner in any resulting transaction, except as specified in paragraph 3G.
- C. Possible Dual Agency With Tenant:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Owner and Tenant. Broker shall, as soon as practicable, disclose to Owner any election to act as a dual agent representing both Owner and Tenant. If a Tenant is procured directly by Broker or an associate licensee in Broker's firm, Owner hereby consents to Broker acting as a dual agent for Owner and such Tenant.
- D. Other Owners:** Owner understands that Broker may have or obtain listings on other properties and that potential tenants may consider, make offers on, or lease or rent through Broker, premises the same as or similar to Owner's Premises. Owner consents to Broker's representation of owners and tenants of other properties before, during and after the end of this Agreement.
- E. Confirmation:** If the Premises includes residential property with one to four dwelling units, and the agreed-upon lease is for a tenancy in excess of one year, Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or coincident with Owner's and Tenant's execution of such lease.
- F. Termination of Agency Relationship:** Owner acknowledges and agrees that unless Owner and Broker enter into a separate property management agreement, Broker will not represent Owner in any manner regarding the management of the Premises. Owner further agrees that the representation duties of, and agency relationship with, Broker terminate at the earlier of (i) or (ii) below:
 (i) Entering into a rental or lease agreement for the Premises and, if checked, (choose all that apply) ☐ Tenant occupancy, ☐ delivering to Tenant keys or other means of entering the Premises, ☐ Tenant walkthrough, ☐ completion of Move In Inspection (C.A.R. Form MIMO); or (ii) If no lease is already entered into, at the expiration of this Agreement.

15. EQUAL HOUSING OPPORTUNITY: The Premises is offered in compliance with federal, state and local anti-discrimination laws.

16. ATTORNEY'S FEES: In any action, proceeding or arbitration between Owner and Broker to enforce the compensation provisions of this Agreement, the prevailing Owner or Broker shall be entitled to reasonable attorney's fees and costs from the non-prevailing Owner or Broker, except as provided in paragraph 20A.

17. ADDITIONAL TERMS:

Landlord to provide tenant with monthly gardener/landscape invoice and tenant to pay landlord directly each month for the gardener fee.

18. MANAGEMENT APPROVAL: If a salesperson or broker-associate enters this Agreement on Broker's behalf, and Broker/Manager does not approve of its terms, Broker/Manager has the right to cancel this Agreement, in writing, within **5 calendar Days** After its execution.

19. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon Owner and Owner's successors and assigns.

20. DISPUTE RESOLUTION:

- A. MEDIATION:** Owner and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided

LL REVISED 6/21 (PAGE 3 OF 4)

Owner's Initials **LEASE LISTING AGREEMENT (LL PAGE 3 OF 4)**Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com

Greenwater Lease



Property Address: **29219 Greenwater, Malibu, CA 90265**Date: **October 2, 2024**

equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any 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 that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **Exclusions from this mediation agreement are specified in paragraph 20B.**

- 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. ADVISORY:** If Owner 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).

21. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, 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. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

☐ **REPRESENTATIVE CAPACITY:** This Lease Listing Agreement is being signed for Owner by an individual acting in a Representative Capacity as specified in the attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-LL). Wherever the signature or initials of the representative identified in the RCSD 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. Owner (i) represents that the entity for which the individual is signing already exists and (ii) shall Deliver to Broker, within 3 Days After Execution of this Agreement, evidence of authority to act (such as but not limited to: applicable trust document, or portion thereof, letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

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

Owner 63C060B404544C5... **Patricia A Warner** Date 10/2/2024
 Address **260 Valley Gate Rd** City **Simi Valley** State **CA** Zip **93065-5318**
 Telephone _____ Fax PLW E-mail **paddyphi@earthlink.net**

Owner 63C060B404544C5... **John Warner** Date 10/2/2024
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Owner _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Owner _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

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

Real Estate Broker (Firm) **Sotheby's International Realty** DRE Lic. # **00899496**
 Address **23405 Pacific Coast Hwy** City **Malibu** State **CA** Zip **90265**
 By ABCADAD96D87444... Tel. **(310)916-8622** E-mail **Lindsay.galbraith@sir.com** DRE Lic.# **01873410** Date 10/2/2024
 By 3369C042D77E4BC... Tel. **(218)453-2020** E-mail **gregory.bega@sir.com** DRE Lic.# **00935802** Date 10/2/2024
Lindsay Galbraith
Greg Bega

☐ Two Brokers with different companies are co-listing the Premises. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA).

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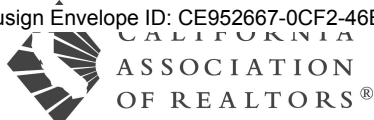


LL REVISED 6/21 (PAGE 4 OF 4)

LEASE LISTING AGREEMENT (LL PAGE 4 OF 4)

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Greenwater Lease



FAIR HOUSING & DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, 10/20)

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:** Section 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 if based on that person's belonging to, association with, or perceived membership to, any of the following classes or categories is prohibited.

Race	Color	Ancestry	National Origin	Religion
Sex	Sexual Orientation	Gender	Gender Identity	Gender Expression
Marital Status	Familial Status (family with a child or children under 18)	Source of Income (e.g., Section 8 Voucher)	Disability (Mental & Physical)	Medical Condition
Citizenship	Primary Language	Immigration Status	Military/Veteran Status	Age
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, handicap, 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
 - Real estate brokerage firms
 - Homeowners Associations ("HOAs");
 - Government housing services
 - Sublessors
 - Property managers
 - Banks and Mortgage lenders

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;

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FHDA 10/20 (PAGE 1 OF 2)

FAIR HOUSING & DISCRIMINATION ADVISORY (FHDA PAGE 1 OF 2)

SOTHEBY'S Int'l Realty -Malibu, 23405 Pacific Coast Hwy Malibu CA 90265
Lindsay Galbraith

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Phone: (310)916-8622

Fax:

www.lwolf.com

Greenwater Lease



- 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 wheel chair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant 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).

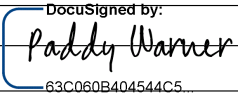
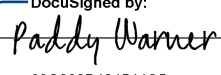
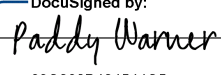
11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.

- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
- B. State: <https://www.dfeh.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/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____	DocuSigned by: _____	Date _____
Buyer/Tenant _____	 _____	Date _____
Seller/Landlord _____	DocuSigned by: _____	Date _____
Seller/Landlord _____	 _____	Date _____
	 _____	Date _____

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FHDA 10/20 (PAGE 2 OF 2)

FAIR HOUSING & DISCRIMINATION ADVISORY (FHDA PAGE 2 OF 2)

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Greenwater Lease





CALIFORNIA
ASSOCIATION
OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/21)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 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 that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

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, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

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 that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

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, 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.

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. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

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 Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.**

☐ Buyer ☐ Seller ☒ Landlord ☐ Tenant ☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant
 63C060B404544C5... 63C060B404544C5...

Agent Sotheby's International Realty DRE Lic. # 00899496
 Real Estate Broker (Firm)

By Lindsay Galbraith DRE Lic. # 01873410 Date 10/2/2024
 (Salesperson or Broker-Associate, if any)

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AD REVISED 12/21 (PAGE 1 OF 2)

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

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Lindsay Galbraith

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

Fax:
www.lwolf.com

Greenwater Lease



CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 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 Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 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 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 Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 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 Section 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 Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 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) "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 Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "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. (n) "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 Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 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 Section 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): <input type="checkbox"/> the seller; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Seller's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): <input type="checkbox"/> the Seller's Agent. (salesperson or broker associate) <input type="checkbox"/> 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): <input type="checkbox"/> the buyer; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Buyer's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): <input type="checkbox"/> the Buyer's Agent. (salesperson or broker associate) <input type="checkbox"/> 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 Section 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 Section 2079.14 and Section 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.

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AD REVISED 12/21 (PAGE 2 OF 2)

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





CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE

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

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") 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, "opt out" or stop the transfer of your PI to others, and the right to request that the business delete your PI entirely. 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. Also, even 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).

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

Buyer/Seller/Landlord/Tenant	<u>DocuSigned by:</u> <u>Paddy Warner</u> 63C060B404544C5...	Date	<u>10/2/2024</u>
	Patricia A Warner		
Buyer/Seller/Landlord/Tenant	<u>DocuSigned by:</u> <u>Paddy Warner</u> 63C060B404544C5...	Date	<u>10/2/2024</u>
	John Warner		

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CCPA REVISED 12/21 (PAGE 1 OF 1)

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



**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For
Pre-1978 Housing Sales, Leases, or Rentals**
(C.A.R. Form LPD, 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR
☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Other: _____,
 dated 10/02/2024, on property known as: 29219 Greenwater, Malibu, CA 90265 ("Property")
 in which _____ is referred to as Buyer or Tenant
 and Patricia A Warner, John Warner is referred to as Seller or Landlord.
 Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

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

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

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

1. SELLER'S OR LANDLORD'S DISCLOSURE

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

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

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

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

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

DocuSigned by
 Paddy Warner

10/2/2024

Seller or Landlord Patricia A Warner

DocuSigned by:

Paddy Warner

Date 10/2/2024

Seller or Landlord John Warner

Date



Property Address: 29219 Greenwater, Malibu, CA 90265Date March 10, 2023**2. LISTING AGENT'S ACKNOWLEDGMENT**

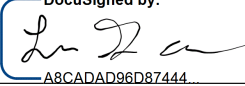
Agent has informed Seller or Landlord of Seller's or Landlord's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

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

Sotheby's International Realty

(Please Print) Agent (Broker representing Seller or Landlord)

By

DocuSigned by:

 A8CADAD96D87444
 Associate-Licensee or Broker Signature
Lindsay Galbraith

10/2/2024

Date

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in **paragraph 1** above and the pamphlet "*Protect Your Family From Lead In Your Home*" or an equivalent pamphlet approved for use in the State such as "*The Homeowner's Guide to Environmental Hazards and Earthquake Safety*." **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**

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

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

Buyer or Tenant

Date

Buyer or Tenant

Date

4. COOPERATING AGENT'S ACKNOWLEDGMENT

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

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

Agent (Broker obtaining the Offer)

By

Associate-Licensee or Broker Signature

Date

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LPD 12/21 (PAGE 2 OF 2)

**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (LPD PAGE 2 OF 2)**Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Greenwater Lease



CALIFORNIA
ASSOCIATION
OF REALTORS®

**WIRE FRAUD AND ELECTRONIC FUNDS
TRANSFER ADVISORY**
(C.A.R. Form WFA, Revised 12/21)

Property Address: **29219 Greenwater, Malibu, CA 90265** ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant	_____	Date	_____
Buyer/Tenant	_____	Date	10/2/2024
Seller/Landlord	_____	Date	10/2/2024
Seller/Landlord	_____	Date	10/2/2024

DocuSigned by:

Paddy Warner

DocuSigned by:

Patricia A Warner

63C060B404544C5...

Paddy Warner

John Warner

63C060B404544C5...

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WFA REVISED 12/21 (PAGE 1 OF 1)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)

SOTHEBY'S Int'l Realty -Malibu, 23405 Pacific Coast Hwy Malibu CA 90265
Lindsay Galbraith

Phone: (310)916-8622
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Fax:
www.lwolf.com

Greenwater Lease



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	<u>Paddy Warner</u>	DocuSigned by:	<u>Patricia A Warner</u>	Date	<u>10/2/2024</u>
	63C060B404544C5...				
Seller	<u>Paddy Warner</u>		<u>John Warner</u>	Date	<u>10/2/2024</u>
	63C060B404544C5...				
Buyer				Date	
Buyer				Date	
Buyer's Brokerage Firm		DRE Lic #		Date	
By		DRE Lic #		Date	
Seller's Brokerage Firm	<u>DocuSigned by:</u> <u>Setheby's International Realty</u>	DRE Lic #	<u>00899496</u>	Date	<u>10/2/2024</u>
By	<u>Lindsay Galbraith</u> A8CADAD96D87444	DRE Lic #	<u>01873410</u>	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)

SOTHEBY'S Int'l Realty -Malibu, 23405 Pacific Coast Hwy Malibu CA 90265
Lindsay Galbraith

Phone: (310)916-8622 Fax: www.lwolf.com
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Greenwater Lease



RENTAL PROPERTY OWNER DISCLOSURE

(Intended to be provided with a lease listing or property management agreement and with a residential lease)

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

Rental Property Owner, Patricia A Warner, John Warner ("RPO") makes the following disclosures with regard to the real property described as 29219 Greenwater, Unit # , situated in Malibu, County of Los Angeles, California ("Premises"). RPO authorizes the disclosures made on this form to be used to supplement the terms of a residential lease or rental with a tenant (lessee) and, if applicable, a lease listing or property management agreement with a broker.

1. Disclosure Limitation: The following are representations made by the RPO and are not the representations of the agent(s), if any. This Disclosure is not a warranty of any kind by the RPO or any agent(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by RPO. A real estate broker is qualified to advise on real estate transactions. If RPO or tenant desires legal advice, they should consult a qualified California real estate attorney.

2. Note to RPO, PURPOSE: To provide tenant and broker with information about known material facts affecting the Premises, to help eliminate misunderstandings about the condition of the Premises and, where relevant, to document a RPO's response to contractual requirements.

- Answer based on actual knowledge and recollection.
- Something that you do not consider material may be perceived differently by others.
- Think about what you would want to know if you were leasing or renting the Premises.
- Read the questions carefully and take your time.

3. Note to Tenant (lessee), PURPOSE: To give you more information about known material facts affecting the value or desirability of the Premises and help to eliminate misunderstandings about the condition of the Premises.

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

4. RPO's AWARENESS: For each statement below, answer the question "Are you (RPO) aware of..." by checking either "Yes" or "No." A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified. Explain any "Yes" answers in the space provided.

5. LEAD-BASED PAINT:

ARE YOU (RPO) AWARE OF...

A. Whether the Premises was constructed prior to January 1, 1978..... ☐ Yes ☐ No

If yes, in accordance with federal law, Housing Provider gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form LPD) and a federally approved lead pamphlet.

B. Does RPO have any reports or records pertaining to lead-based paint or lead based paint hazards in the Premises..... ☐ Yes ☒ No

C. Were any renovations (i.e. sanding, cutting, demolition) of lead-based paint surfaces started or completed ☐ Yes ☒ No

If yes, were such renovations done in compliance with Environmental Protection Agency Lead-Based Paint Renovation Rule ☐ Yes ☐ No

Explanation: _____

6. METH CONTAMINATION:

ARE YOU (RPO) AWARE OF...

A. Whether a government health official has issued an Order identifying the Premises as being contaminated by methamphetamine ☐ Yes ☒ No

B. If yes to A, has any contamination specified in the order not been remedied ☐ Yes ☐ No

If yes, RPO will provide a copy of the Order prohibiting occupancy of the Premises because of methamphetamine contamination as follows:

i. To Broker: Within 3 days of providing this Rental Property Owner Disclosure to Broker; OR ☐ a copy of the Order is attached.

ii. To Tenant: Prior to Tenant signing a lease or rental agreement, or attached to such agreement.

Explanation: _____

7. PERIODIC PEST CONTROL:

ARE YOU (RPO) AWARE OF...

A. Whether the Premises is covered by a contract for periodic pest control treatment of the Premises..... ☐ Yes ☒ No

If yes, RPO will provide Tenant a copy of the notice given to RPO or Housing Provider by the pest control company.

☐ A copy of the notice is attached.

Explanation: _____

8. WATER SUBMETERS:

ARE YOU (RPO) AWARE OF...

A. Whether the Premises contains two or more units served by a single water meter..... ☐ Yes ☒ No

B. If yes to A, has RPO installed a submeter to measure and charge each individual unit for water usage..... ☐ Yes ☐ No

C. If yes, RPO agrees to comply with Civil Code §§ 1954.201 through 1954-219 and to provide any tenant with the required Water Submeter Notice (C.A.R. Form WSM).

Explanation: _____



9. MOLD:**ARE YOU (RPO) AWARE OF...**

- A. Whether any elevated levels of mold are currently in the Premises..... ☐ Yes ☒ No
- B. Whether any elevated levels of mold were previously detected the Premises..... ☐ Yes ☒ No
- (1) If yes to B, was the Premises treated and the mold eradicated ☐ Yes ☐ No
- If yes to B(1), identify the location and date(s) of the treatment: _____
- C. If yes to A or B, does RPO have any reports or records pertaining to elevated levels of mold in the Premises..... ☐ Yes ☐ No
- Explanation: _____

10. ASBESTOS:**ARE YOU (RPO) AWARE OF...**

- A. The presence of asbestos currently in the Premises..... ☐ Yes ☒ No
- B. Whether asbestos was ever removed from the Premises..... ☐ Yes ☒ No
- (1) If yes to B, identify the location and date(s) of the treatment: _____
- (2) If yes to B, does RPO have any reports or records pertaining to asbestos in the Premises..... ☐ Yes ☐ No
- Explanation: _____

11. HOMEOWNER ASSOCIATION/CONDOMINIUM/PLANNED DEVELOPMENT**ARE YOU (RPO) AWARE OF...**

- Whether the Premises is a condominium or is located in a planned development, other common interest development or otherwise subject to covenants, conditions, and restrictions..... ☐ Yes ☒ No
- (1) If yes, are you aware of any known restrictions on rentals or use of the Premises..... ☐ Yes ☒ No
- (2) If yes to A, specify below any contact information for the HOA or other entity _____
- (3) If yes to A, rules and CC&Rs may need to be provided to a tenant upon execution of a lease or rental _____
- Explanation: _____

12. MILITARY ORDNANCE LOCATION:**ARE YOU (RPO) AWARE OF...**

- If the Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions. ☐ Yes ☒ No

13. DEATH ON PREMISES:**ARE YOU (RPO) AWARE OF...**

- Whether an occupant of the Premises died on the Premises within the last 3 years..... ☐ Yes ☒ No
- (1) If yes, does RPO know the manner of death..... ☐ Yes ☐ No
- (2) If yes to (1), the manner of death could be a material fact to a tenant and should be disclosed by RPO except for death due to HIV/AIDS

14. OTHER MATERIAL FACTS:**ARE YOU (RPO) AWARE OF...**

- Any other material facts affecting the Premises..... ☐ Yes ☒ No
- Explanation: _____

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

DocuSigned by: Paddy Warner 10/2/2024

Rental Property Owner Paddy Warner 63C060B404544C5... Patricia A Warner Date 10/2/2024

Rental Property Owner Paddy Warner 63C060B404544C5... John Warner Date _____

If provided to Tenant by signing below, Tenant acknowledges that Tenant has read, understands and has received a copy of this Rental Property Owner Disclosure Form.

Tenant _____ Date _____

Tenant _____ Date _____

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS RENTAL PROPERTY OWNER DISCLOSURE.

Real Estate Broker Sotheby's International Realty, By Lindsay Galbraith 10/2/2024

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RENTAL PROPERTY OWNER QUESTIONNAIRE

(Intended to be provided with a lease listing or property management agreement and not with a residential lease)

(C.A.R. Form RPOQ, 6/23)

Rental Property Owner, Patricia A Warner, John Warner ("RPO") provides the following answers with regard to the real property described as 29219 Greenwater, Unit # , situated in Malibu, County of Los Angeles, California ("Premises"). RPO authorizes that the answers provided on this form may be used to supplement a lease listing or property management agreement with a broker and in preparation of executing a lease with a tenant.

1. Note to RPO, PURPOSE: To provide a broker with information about known material facts affecting the Premises, to help eliminate misunderstandings about the condition of the Premises and, where relevant, to document a RPO's response to contractual requirements.

- Answer based on actual knowledge and recollection.
- Something that you do not consider material may be perceived differently by others.
- Think about what you would want to know if you were leasing or renting the Premises.
- Read the questions carefully and take your time.

2. RPO COMPLIANCE REQUIREMENTS: RPO is advised that many of the times below, such as 4 - 13, may require compliance with the applicable legal standard prior to leasing or renting the Premises. **A real estate broker is qualified to advise on real estate transactions and does not have expertise in these areas. If RPO desires legal advice, RPO should consult a qualified California real estate attorney.**

3. RPO's AWARENESS: For each statement below, answer the question "Are you (RPO) aware of..." by checking either "Yes" or "No." A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified. Explain any "Yes" answers in the space provided.

4. WATER CONSERVING PLUMBING FIXTURES:

ARE YOU (RPO) AWARE OF...

Whether the Premises was built prior to January 1, 1994..... ☒ Yes ☐ No

(1) If Yes, have any plumbing fixtures been installed to be compliant plumbing fixtures as defined by Civil Code Section 1101.3..... ☐ Yes ☐ No

(2) If Yes to (1), are there any remaining plumbing fixtures on the Premises that are non-compliant plumbing fixtures..... ☐ Yes ☒ No

Note: §§ 1101.1 - 1101.5 of the Civil Code requires all commercial and residential properties, including both single family and multi-family, to be equipped with water-conserving plumbing fixtures.

Explanation: _____

5. WATER HEATERS:

ARE YOU (RPO) AWARE OF...

Whether any standard water heater with a capacity of not more than 120 gallons is NOT braced, anchored, or strapped in place in accordance with applicable law..... ☐ Yes ☒ No

Explanation: _____

6. CARBON MONOXIDE DETECTORS:

ARE YOU (RPO) AWARE OF...

Whether the Premises has a fossil fuel burning heater, appliance, or an attached garage..... ☐ Yes ☒ No

If yes, has RPO installed any carbon monoxide detector..... ☐ Yes ☐ No

Explanation: _____

7. SMOKE ALARMS:

ARE YOU (RPO) AWARE OF...

Whether smoke alarm(s) have been installed in compliance with legal requirements in each bedroom, in the hallway outside of each bedroom and on each floor whether or not a bedroom is located on the floor..... ☒ Yes ☐ No

Explanation: _____

8. POOL/SPA SAFETY:

ARE YOU (RPO) AWARE OF...

Whether there is a pool or spa on the Premises..... ☐ Yes ☒ No

(1) If yes, does any pool or spa on the Premises NOT have an approved anti-entrapment drain cover... ☐ Yes ☐ No

(2) If yes, are there any other safety features installed on the Premises, such as gates, alarms, or keyed or coded access? ☐ Yes ☐ No

Explanation: _____

9. BED BUG:

ARE YOU (RPO) AWARE OF...

Whether there is any current infestation of bed bugs..... ☐ Yes ☒ No

Note: RPO acknowledges that beginning July 1, 2017, for new tenants and January 1, 2018 for existing tenants, all tenants must be provided a notice regarding bed bugs (C.A.R. Form BBD). RPO further acknowledges that it is unlawful to show, rent, or lease a property if there is a known current bed bug infestation.

Explanation: _____



10. PROPOSITION 65 WARNING NOTICE:

ARE YOU (RPO) AWARE OF...

Whether a Proposition 65 warning notice has been posted on the Premises..... ☐ Yes ☒ No

Note: Proposition 65 warning notice is required when there are more than 10 employees, which may include both employees of the RPO or Property Manager.

Explanation: _____

11. GAS METER(S):

ARE YOU (RPO) AWARE OF...

A. Whether there are separate gas meters for different rental units on the Premises..... ☐ Yes ☒ No

(1) If yes to A, specify below which unit(s) have separate gas meters:

(2) If yes to A, specify below which, if any, meters on the Premises are equipped with earthquake shutoff safety valves and the location of the shutoff valves.

Explanation: _____

12. ELECTRIC METER(S):

ARE YOU (RPO) AWARE OF...

A. Whether there are separate electric meters for different rental units on the Premises..... ☐ Yes ☒ No

If yes to A, specify below which unit(s) have separate electric meters.

Explanation: _____

13. WATER METER(S):

ARE YOU (RPO) AWARE OF...

A. Whether the water meter(s) servicing the Premises are equipped with a shutoff safety valve..... ☒ Yes ☐ No

If yes to A, specify below the location of the shutoff valves

Explanation: _____

14. PERMITS:

ARE YOU (RPO) AWARE OF...

A. Any room additions, structural modification, or other alterations or repairs made without necessary permits..... ☐ Yes ☒ No

B. Whether any residential unit(s) on the Premises do not contain all permits and governmental approvals needed to lawfully lease or rent any such dwelling..... ☐ Yes ☐ No

Explanation: _____

15. PARKING:

ARE YOU (RPO) AWARE OF...

A. Whether Premises contains any on site parking..... ☒ Yes ☐ No

(1) If yes, are the parking spots are ☐ assigned to specific units or ☐ first come, first served

(2) If yes, is there an additional charge for onsite parking..... ☐ Yes ☐ No

Explanation: _____

16. STORAGE:

ARE YOU (RPO) AWARE OF...

A. Whether Premises contains any on site storage space apart from the rental unit..... ☐ Yes ☒ No

(1) If yes, are the storage spaces are ☐ assigned or ☐ first come, first served

(2) If yes to A, is there an additional charge for on site storage..... ☐ Yes ☐ No

Explanation: _____

17. TRASH PICKUP:

ARE YOU (RPO) AWARE OF...

A. Whether the Premises contains scheduled trash pickup..... ☒ Yes ☐ No

(1) If yes, what are the days on which trash pickup is scheduled _____

(2) If yes, specify below any specific restrictions or obligations regarding trash recycling or separation

Explanation: _____

18. LAWN WATERING:

ARE YOU (RPO) AWARE OF...

Whether the tenants are obligated to water any lawns or other landscaping on the Premises..... ☒ Yes ☐ No

If yes, specify below any local watering restrictions limiting the amount or frequency of any watering

Explanation: _____

19. PETS:

ARE YOU (RPO) AWARE OF...

Whether the RPO maintains a "pet policy" for the Premises..... ☒ Yes ☐ No

If yes, specify below the specifics or limitations of any such policy. RPO is advised that RPO may not prohibit a tenant from having a qualified service or support animal.

Explanation: _____ Landlords choice

20. KEYS

ARE YOU (RPO) AWARE OF...

A. Whether the Premises has been re-keyed since the previous occupant vacated..... ☐ Yes ☒ No

B. Whether additional keys are needed to access the amenities provided with the premises, such as other doors, mailboxes, pools, laundry rooms, storage units, or other areas..... ☐ Yes ☒ No

C. Whether there are any garage door or gate openers/remotes..... ☒ Yes ☐ No

Explanation: _____



21. MAILBOXES:**ARE YOU (RPO) AWARE OF...**Whether the Premises contains separate individual mailboxes for the units..... ☐ Yes ☒ No(1) If yes, are the mailboxes keyed or otherwise separately secured..... ☐ Yes ☐ No

(2) If yes, specify the location of any mailboxes

Explanation: _____

22. LAUNDRY ROOM/APPLIANCES:**ARE YOU (RPO) AWARE OF...****A.** Whether the Premises contains a separate or community laundry room..... ☐ Yes ☒ No

(1) If yes, specify below whether laundry appliances are provided for use by the tenants or are the tenants required to provide their own machines

B. Whether there are appliances that will be provided with a lease..... ☐ Yes ☐ No

(1) If yes, check all that will be provided

☒ Stove(s), oven(s), stove/oven combo(s);☒ Refrigerator(s);☐ Wine Refrigerator(s)☐ Washer(s);☐ Dryer(s);☒ Dishwasher(s)☒ Microwave(s)☐ Other: _____☐ Other: _____(2) If yes to B, are they leased by a third party vendor..... ☐ Yes ☐ No(3) If yes to B, will RPO be responsible for replacement or maintenance..... ☐ Yes ☐ No

Explanation: _____

23. OTHER MATERIAL FACTS:**ARE YOU (RPO) AWARE OF...**Any other material facts affecting the Premises..... ☐ Yes ☒ No

Explanation: _____

RPO represents that RPO has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of RPO's knowledge as of the date signed by RPO. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by RPO:

Rental Property Owner Paddy Warner Date 10/2/2024
63C060B404544C5... DocuSigned by: _____
 Rental Property Owner Patricia A Warner Date 10/2/2024
63C060B404544C5... DocuSigned by: _____
 Rental Property Owner John Warner Date _____

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS RENTAL PROPERTY OWNER QUESTIONNAIRE.

Real Estate Broker Sotheby's International Realty, By Lindsay Galbraith Date 10/2/2024
A8CADAD96D87444... DocuSigned by: _____

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Greenwater Lease