

**COLDWELL BANKER
REALTY****EXCLUSIVE LISTING AGREEMENT**

Peter Varano (“Seller”) and COLDWELL BANKER REALTY (“Seller’s Broker”) enter into this Exclusive Listing Agreement (“Agreement”) regarding the real property located in the County of Los Angeles, California described as 1645 Vine Street #406, Los Angeles, CA 90028 (“Property”) on the date that all Parties have signed it (“Effective Date”). Seller and Seller’s Broker are at times referred to herein as the “Parties” or each as a “Party.” The Parties agree as follows:

- 1. EXCLUSIVE LISTING.** Beginning on the Effective Date and terminating at 11:59 P.M. on November 18, 20 25 (not to exceed two (2) years for residential property not owned by a corporation, partnership, or LLC), unless earlier terminated in writing as provided below (“Listing Period”), Seller’s Broker will have the irrevocable and exclusive right to represent Seller in connection with Seller’s efforts to sell the Property. As used in this Agreement, the terms “sell(s)” and “sale(s)” include Seller entering into a contract to sell, exchange, and/or grant an option to purchase the Property (each a “Purchase and Sale Contract”), or Seller otherwise transferring an ownership interest in it.
- 2. LIST PRICE.** This Agreement establishes an initial list price of \$1,499,000.00 (“List Price”) at which Seller’s Broker will market and Seller will offer the Property for sale. Seller has the options, in their sole discretion: to direct Seller’s Broker to modify the List Price in future marketing; and to enter into a Purchase and Sale Contract on any price and terms that are acceptable to Seller. The Parties will market and offer the Property for sale in compliance with federal, state, and local equal/fair housing anti-discrimination laws.
- 3. SELLER AGREEMENT TO AGENCY RELATIONSHIPS AND SELLER’S BROKER’S OBLIGATIONS.** The Parties agree that Seller’s Broker shall diligently exercise reasonable skill and care to achieve the purpose of this Agreement and that Seller’s Broker’s and its affiliated agent’s respective duties to Seller are limited to the applicable descriptions within the “Disclosure Regarding Real Estate Agency Relationship” form that Seller acknowledges receipt of. Seller’s Broker is not a qualified professional concerning technical advice regarding the physical condition of Property, nor in other areas of expertise, such as the law, insurance, tax, financing, construction, surveying, structural conditions, septic, well, hazardous materials, or engineering. Seller shall hire and rely upon qualified professionals for such matters.

Seller acknowledges receipt of an advisory titled “Possible Representation of More than One Buyer or Seller - Disclosure and Consent,” and that Seller’s Broker may have listings on other properties and may represent potential buyers of the Property or other properties at any time during the Listing Period. It may be appropriate for Seller’s Broker to serve as a “dual agent” for both Seller and Buyer, in which case Seller’s Broker would also qualify as Buyer’s Broker. As used in this Agreement, the term “Buyer” means the buyer(s) who closes escrow under a Purchase and Sale Contract with Seller, “Buyer’s Broker” means the broker representing the Buyer of the Property, and “closing” and “close of escrow” mean the closing of the Purchase and Sale Contract or other completion of any sale. As described further in the “Disclosure Regarding Real Estate Agency Relationship” form, Seller understands that a dual agent may not, without the express permission of the affected party, disclose to the other party confidential information, including but not limited to facts related to either Buyer’s or Seller’s financial position, motivations, bargaining position, or other personal information that may impact price. Seller authorizes and consents to Seller’s Broker serving as a dual agent for any potential buyer and/or the Buyer.

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 the seller and broker.

- 4. SELLER’S PAYMENT(S) TO SELLER’S BROKER.** If Seller sells the Property during the Listing Period, in exchange for Seller’s Broker’s services to Seller under this Agreement, Seller agrees to pay Seller’s Broker, irrespective of agency relationship(s), a commission of 2.500 % of the total Purchase and Sale Contract price (“Commission”). Seller will not owe the Commission until the close of escrow.

If any of the following events occurs during the Listing Period without Seller’s Broker’s advance written consent, Seller owes the Commission to Seller’s Broker immediately upon the referenced event: Seller withdraws the Property from the market; Seller conveys an ownership interest in the Property or otherwise prevents Broker’s performance under this Agreement; or Seller breaches the Purchase and Sale Contract and prevents Buyer from closing escrow.

If the Property does not sell during the Listing Period, Seller will owe Seller's Broker the Commission described above immediately upon the closing of any subsequent sale, if within _____ days (180 days if blank; not to exceed 180 days) after any type of termination of this Agreement, Seller transfers an interest in the Property to anyone (or their affiliated person or entity) who, during the Listing Period, expressed any interest in a sale or other transfer of any ownership interest in the Property. However, no such Commission payment is due unless, no later than 7 days after any termination of this Agreement, Broker identifies any such person or entity (except affiliates) by name(s) and/or other identifier(s) in a writing transmitted to Seller by any means.

If Buyer is not working with a buyer's broker and Buyer remains unrepresented through the Close of Escrow, Seller agrees to pay Seller's Broker at Close of Escrow, in addition to the Commission described above, 2.000 % of the total Purchase and Sale Contract price or \$ _____ (the "Additional Commission"), for additional services rendered for Seller's direct benefit.

5. **ESCROW INSTRUCTIONS:** Seller irrevocably assigns to Coldwell Banker Realty from Seller's funds in escrow the Commission and any Additional Commission as applicable under Paragraph 4 of this Agreement. This Agreement may be submitted to escrow as instructions to compensate Coldwell Banker Realty. Seller agrees to execute and deliver any further escrow instructions irrevocably assigning commission out of escrow.
6. **SELLER REPRESENTATIONS.** Seller represents that Seller owns the Property and/or has authority in the manner specified in Paragraph 15 of this Agreement to execute it and sell the Property. Seller also represents that no other person(s) or entity(ies), except as designated in Paragraph 15, have an ownership interest in title to the Property. Seller represents that they do not have any active controversies or listing agreement(s) regarding the Property with any other broker(s), nor any active Purchase and Sale Contract(s) with any buyer. If, in the 180 days before the Effective Date, Seller was represented by another broker, Seller must promptly provide to Seller's Broker copies of Seller's previous listing agreement(s), any paperwork terminating such previous agreement, and any lists of potential purchasers delivered by Seller's former broker(s)/agent(s) upon termination. When performing services under this Agreement, Seller understands and agrees that Seller's Broker is relying upon Seller's representations of Property information to Seller's Broker and/or anyone else.
7. **MULTIPLE LISTING SERVICE.** "MLS" means the CLAW and SRAR organization (which is a local Multiple Listing Service). In the time provided under the MLS rules, Seller's Broker will use that MLS to market the Property to the MLS subscribers, such as other real estate brokers and their affiliated agents, unless Seller elects otherwise below. Those people/entities may operate websites that will publish information about the Property that Seller's Broker provides to the MLS. Seller acknowledges that, pursuant to MLS rules, Broker cannot communicate any form of offer of compensation in the MLS. Seller may elect to have the Property marketed in the MLS as "Coming Soon" where permitted. Seller acknowledges that, unless otherwise required by the MLS rules, during the "Coming Soon" period the Property (i) will be advertised and promoted in the MLS, (ii) may not be shown, and (iii) will automatically become "Active" in the MLS upon the expiration of the agreed upon number of days, at which time the Property will be advertised and promoted in accordance with this Agreement and may be shown.
- If Checked* , Seller elects to exclude the Property listing from the MLS for an amount of time identified on a separate form containing MLS exclusion instructions to Broker.
- If Checked* , Seller authorizes marketing the Property as "Coming Soon" for _____ days (not to exceed the period of time permitted by the MLS as identified on a separate MLS form).
- If checked* , Seller elects to opt-out of MLS-fed website advertising by Seller delivering a separate form to Broker within the number of days mandated by the MLS.
- If checked* , after reviewing and signing the MLS waiver form, Seller waives use of the MLS.
8. **OTHER MARKETING.** Seller's Broker is authorized to install a For Sale/Sold sign on the Property and to market all fixtures and fittings attached to the Property, unless Seller elects otherwise below. Seller's Broker's marketing of the Property may include photographs, virtual tours, and other media depicting the exterior and interior of the Property. Seller agrees that Seller's Broker, its affiliated agent(s), and any vendor(s) hired may photograph, video, and otherwise capture electronic or film images of the Property for Seller's Broker's website and other marketing materials, as well as the MLS. Seller agrees

that such images are the property of Seller's Broker, its affiliated agent(s), and/or any vendor(s) hired, and that any or all of those may use any such image for future business-related purposes. If Seller leases or otherwise uses items at the Property owned by another (such as solar panels), Seller must be prepared to provide to any prospective Buyer copies of lease or other documents describing Seller's rights and obligations concerning those items, including whether Seller may assign those to a Buyer in relation to their Purchase and Sale Contract. If Seller cannot or does not want to assign any such item to a Buyer, Seller must inform Seller's Broker of the specific item and Seller must work with the item owner to remove it from the Property before the close of escrow.

If checked , Seller declines the installation of a Seller's Broker For Sale/Sold sign on the Property.

If checked , Seller intends that the following fixtures, fittings, personal property, or other items be excluded from Seller's Broker's marketing efforts and the ultimate sale, with Seller understanding that only the separate Purchase and Sale contract between Seller and Buyer will ultimately determine which items are excluded or included in the sale, regardless of what Seller directs here: _____

9. **ACCESS.** Seller authorizes use of a keysafe/lock box provided by Seller's Broker (that holds a Seller-provided Property key), unless otherwise elected below. Seller authorizes reasonable access to the Property to allow Seller's Broker to market the Property, including open house(s) and Property showing(s) that will permit reasonable access by Broker and its affiliated agent(s), any potential Buyer's broker and its affiliated agent(s), and any potential Buyers, authorized inspectors, appraisers, and vendors accompanied by those broker(s)/agent(s). Property visitors may take videos and photographs of the exterior and interior of the Property. Seller acknowledges that once a Property image is available on the internet, its use cannot be readily controlled. There is some risk from marketing and others accessing the Property. Seller should take reasonable steps to safeguard their valuables. Seller is advised to verify the existence of insurance, or obtain appropriate insurance through their own insurance agent to protect Seller's personal property, real property, and personal financial interests while the Property is marketed. Seller's Broker does not maintain insurance to protect Seller's interests. Seller understands and agrees that Seller's Broker is not responsible for any losses, damages, or claims regarding personal or real property and/or to persons arising out of or related to providing access to the Property. If Seller uses devices to record activities on the Property by audio, visual, or other means (such as, security cameras), Seller is advised to post clear notice(s) disclosing the existence of such recording devices before potential buyers, inspectors, and/or other persons visit. If people other than Seller occupy the Property, Seller is responsible for delivering any required notice(s) of entry to them and obtaining every occupant's written permission for use of any keysafe/lockbox.

If checked , Seller declines the installation of a keysafe/lockbox on the Property.

10. **BROKER MANAGER APPROVAL AND TERMINATION.** A branch manager of Seller's Broker may not approve of the terms and conditions of this Agreement negotiated between and signed by Seller and an agent(s) of Broker. After the Effective Date and at any time during the Listing Period, a Seller's Broker branch manager may terminate this Agreement for any reason by causing written notice of Seller's Broker's unilateral termination decision to be delivered to Seller by any means. The Agreement may also be terminated mutually at any time by a writing signed by a Seller's Broker branch manager and Seller.
11. **INSUFFICIENT DISCLOSURES.** Seller agrees to indemnify, defend, and hold Seller's Broker, its employees, and its affiliated agent(s) harmless from all claims, disputes, litigation, judgments, and costs arising from any incorrect or incomplete information about the Property's condition (including but not limited to any dangerous and/or hidden conditions) and/or concerning Seller's efforts to sell the Property, which Seller communicates to anyone, including but not limited to Seller's Broker, Buyer, Buyer's Broker or its agent(s), any vendor, and any Property visitor.
12. **ATTORNEY'S FEES.** In any action between Seller and Seller's Broker relating to or arising out of this Agreement and/or the sale of the Property, each Party to this Agreement shall be responsible for their own attorney's fees and costs.
13. **COUNTERPARTS AND ELECTRONIC TRANSMISSION; MODIFICATION OR AMENDMENT; SUCCESSORS AND ASSIGNS.** This Agreement, any modification, and any other related addenda may be executed in two or more counterparts, with any electronic signatures and/or electronic transmissions of a signed copy of this

Agreement being considered the same as an original/delivery of an original. This Agreement may only be modified or otherwise amended in writing signed by all Parties. This Agreement is binding upon each Party's respective successors and assigns.

14. ENTIRE AGREEMENT. This Agreement, any related addenda, and the above-referenced form documents contain the complete and exclusive statement of its terms; any and all prior or contemporaneous discussions, negotiations, representations, and agreements of the Parties, whether oral, written, expressed, or implied, that are not expressly set forth herein, are merged into and superseded by the terms of this Agreement.

15. LEGALLY AUTHORIZED SIGNER FOR SELLER. If any individual signing this Agreement, and any addenda or other documents related to it, is acting on any Seller's behalf (a "**Legally Authorized Signer**"), that individual must deliver to Seller's Broker proof of their authority to act for Seller within three (3) (or if checked, _____) business days of the Effective Date. By signing for any Seller below, each Legally Authorized Signer represents and warrants that all individuals who must sign on that Seller's behalf have signed this Agreement and have authority to bind that Seller to the terms of this Agreement. Before signing this Agreement, the Legally Authorized Signer must select every applicable box below, which will indicate that their signature on this Agreement and any related transaction document is made solely on behalf of the person or entity Seller identified in the selected box(es) and not in that Signer's individual capacity unless otherwise stated:

Title to the Property is held by a trustee(s) named _____ on behalf of a Trust(s) titled _____.

Seller has authorized _____ ("Attorney-In-Fact") to act on behalf of Seller pursuant to a valid Power of Attorney dated _____, which enables the Attorney-In-Fact to buy and/or sell real estate on behalf of _____ (name of individual who has signed the Power of Attorney).

Seller is an estate, conservatorship or guardianship identified as _____. The signer is legally authorized to act on behalf of that estate, conservatorship or guardianship..

Seller is an existing company, corporation, LLC or partnership identified as _____. The signer is legally authorized to act on behalf of that existing entity.

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

Signed by: Peter Varano Date: 5/18/2025 | 4:16 PM PDT
Peter Varano E2850DF4BA574BF...

Seller Telephone Number(s): _____ Email/Address(es): petervarano@gmail.com

Seller: _____ Date: _____

Seller Telephone Number(s): _____ Email/Address(es): _____

Coldwell Banker Realty: Lisa Chase Date: 5/16/2025 | 8:58 PM
Lisa Chase E2850DF4BA574BF...

Sales Associate License No.: 01062030



**COLDWELL BANKER
REALTY**

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: Consumer
From: Coldwell Banker Realty
Property: If this form is being provided to you as the seller then this form refers to the property being sold. If this form is being provided to you as a buyer or prospective buyer then this form refers to any property that you may consider purchasing with the assistance of Coldwell Banker Realty.

This is to give you notice that Coldwell Banker Realty, a subsidiary of Anywhere Real Estate Inc., ("Broker") is part of the Anywhere Advisors LLC family of real estate brokerage companies and has a business relationship with the companies listed below in this Statement. Anywhere Real Estate Inc. owns 100% of Anywhere Advisors LLC which owns 100% of Broker. Anywhere Real Estate Inc. also owns 100% of each company listed below, except for (i) Guaranteed Rate Affinity, in which Anywhere Integrated Venture Partner LLC has a 49.9% ownership interest; (ii) the title insurance provider, Guardian Title Company, in which Anywhere Integrated Services LLC, a subsidiary of Anywhere Real Estate Inc. has a 67.55% ownership interest and the title insurance provider Progressive Title Company, in which Anywhere Integrated Services LLC has a 44.54% ownership interest in Progressive Holding Company which owns 100% of Progressive Title Company; (iii) Ojo Labs. Inc. in which Anywhere Real Estate Services Group LLC, a subsidiary of Anywhere Real Estate Inc., has a 10.2% ownership interest; (iv) Notarize Inc., in which Anywhere Real Estate Services Group LLC has a 1.65% interest; and (v) Concierge Auctions in which Anywhere Real Estate Services Group LLC, (a subsidiary of Anywhere Real Estate Inc.) has a 50% interest in RESO-CA JV LLC which owns 80% of Concierge Auctions. Anywhere Real Estate Inc. also owns the franchisors of the BETTER HOMES & GARDENS® REAL ESTATE, COLDWELL BANKER®, COLDWELL BANKER COMMERCIAL®, CENTURY 21®, THE CORCORAN GROUP®, ERA®, AND SOTHEBY'S INTERNATIONAL REALTY® franchise systems. Because of these relationships, Broker's referral of business to any of the companies listed below may provide Broker, Anywhere Real Estate Inc., Anywhere Advisors LLC, the franchisors owned by Anywhere Real Estate Inc., and/or their employees, affiliates, or any other related parties noted herein a financial or other benefit.

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 of the purchase or sale of your property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

COMPANIES	SETTLEMENT SERVICES	ESTIMATE OF CHARGES OR RANGE OF CHARGES
Guaranteed Rate Affinity, LLC Provides a full range of residential mortgage loan products and services.	Loan origination charge	\$1,290
	Loan discount fee/points	0% - 5% of loan amount
	Application Fee	\$150
Anywhere Insurance Agency, Inc. Provides insurance agency services for homeowner's insurance.	Homeowner's insurance premium	\$2.00 - \$6.00 per thousand dollars of replacement cost of dwelling
WEST COAST ESCROW COMPANY FIRST CALIFORNIA ESCROW CORPORATION TERRA COASTAL ESCROW INC. Provides handling of all details in transferring the property in accordance with the real estate contract.	Settlement/escrow fee	
	Up to \$300,000 home	\$850 to \$1,100 per side
	\$300,001 to \$500,000 home	\$1,100 to \$1,600 per side
	\$500,001 to \$999,999 home	\$1,600 to \$2,850 per side
	\$1,000,000 and over home	Please call for quote
	Document preparation/processing fee	\$100 to \$500

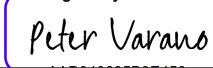
<p><u>EQUITY TITLE COMPANY</u> <u>PROGRESSIVE TITLE COMPANY, INC.</u> <u>CORNERSTONE TITLE COMPANY</u> <u>GUARDIAN TITLE COMPANY</u> Provides searches of public records that bring to your attention any known problems with the property's title before closing and issues the policy that insures against loss due to certain title defects.</p>	<p>Title Insurance Premium and/or Search and Title Fees</p>	<p>Purchase Transactions:</p> <p>Owners Policy:</p> <table border="1"> <thead> <tr> <th>Standard Coverage</th> <th>HOP*</th> <th>ALTA-Owner*</th> </tr> </thead> <tbody> <tr> <td>\$100,000</td> <td>\$576</td> <td>\$634</td> </tr> <tr> <td>\$250,000</td> <td>\$950</td> <td>\$1045</td> </tr> <tr> <td>\$500,000</td> <td>\$1446</td> <td>\$1591</td> </tr> <tr> <td>\$1,000,000</td> <td>\$2201</td> <td>\$2422</td> </tr> <tr> <td>\$1,500,000</td> <td>\$2726</td> <td>\$2999</td> </tr> </tbody> </table> <p>Lenders Policy, if Simultaneous w/Owners</p> <table border="1"> <tbody> <tr> <td>\$100,000</td> <td>\$294</td> </tr> <tr> <td>\$250,000</td> <td>\$485</td> </tr> <tr> <td>\$500,000</td> <td>\$738</td> </tr> <tr> <td>\$1,000,000</td> <td>\$1123</td> </tr> <tr> <td>\$1,500,000</td> <td>\$1391</td> </tr> </tbody> </table> <p>Refinance Transactions:</p> <table border="1"> <tbody> <tr> <td>\$100,000</td> <td>\$450-\$576</td> </tr> <tr> <td>\$250,000</td> <td>\$550-\$950</td> </tr> <tr> <td>\$500,000</td> <td>\$925-\$1446</td> </tr> <tr> <td>\$1,000,000</td> <td>\$1400-\$2201</td> </tr> <tr> <td>\$1,500,000</td> <td>\$1700-\$2726</td> </tr> </tbody> </table> <p>*The Homeowners Policy (HOP) and ALTA Owners Policy provide expanded coverage</p>	Standard Coverage	HOP*	ALTA-Owner*	\$100,000	\$576	\$634	\$250,000	\$950	\$1045	\$500,000	\$1446	\$1591	\$1,000,000	\$2201	\$2422	\$1,500,000	\$2726	\$2999	\$100,000	\$294	\$250,000	\$485	\$500,000	\$738	\$1,000,000	\$1123	\$1,500,000	\$1391	\$100,000	\$450-\$576	\$250,000	\$550-\$950	\$500,000	\$925-\$1446	\$1,000,000	\$1400-\$2201	\$1,500,000	\$1700-\$2726
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<p><u>Cartus Corporation</u> Provides relocation, assignment management and cooperative real estate brokerage services to its corporate and government clients and its network of real estate brokerage companies.</p>	<p>Cooperative real estate brokerage commission</p>	<p>The Cartus referral commission varies, but is generally paid to Cartus (a licensed real estate broker) by a real estate broker as a percentage (typically, 37.5% -40%) of the real estate broker's commission on a transaction side, plus \$100, and may be shared by Cartus with other brokers.</p>																																						
<p><u>Other Anywhere Advisors LLC, Real Estate Brokerage Companies and Other Franchisees</u> In certain markets other Anywhere Advisors LLC subsidiaries provide real estate brokerage services under Coldwell Banker, The Corcoran Group, Sotheby's International Realty, Climb Real Estate trade names. Also note that in other markets, franchisees of Anywhere Real Estate Inc., subsidiaries provide real estate brokerage services as franchisees of Better Homes & Gardens, Coldwell Banker, Coldwell Banker Commercial, The Corcoran Group, Century 21, ERA and Sotheby's International Realty.</p>	<p>Real estate brokerage commission Cooperative real estate brokerage commission</p>	<p>3 - 10% of sales price of the property depending on multiple factors including type of property, transaction side, services, region and transaction structure. However, commissions vary per agreement with each customer and may be negotiated, in whole or in part, as fixed amounts, such as a fixed amount in lieu of all or part of a percentage, or an amount such as \$100 - \$1000 in addition to a percentage. In addition, referral commissions vary, but are generally paid by a real estate broker as a percentage (approximately 25% - 50%) of the real estate broker's commission on a transaction side.</p>																																						

<p><u>Anywhere Leads Management Services Inc.</u> Provides broker network management and operates real estate referral programs.</p>	<p>Cooperative real estate brokerage commission</p>	<p>The Anywhere Leads Management Services (ALMS) referral commission varies but is generally paid to ALMS (a licensed real estate broker) by a real estate broker as a percentage (typically, 37.5%-42.5%) of the real estate commission.</p>
<p><u>Ojo Labs, Inc.</u> Provides artificial intelligence technology to validate and incubate real estate leads, i.e. digital real estate assistant and cooperative real estate brokerage services.</p>	<p>Cooperative real estate brokerage commission</p>	<p>The Ojo Labs (Ojo) referral commission will be paid to Ojo (a licensed real estate broker) by a real estate broker as a percentage (in this case, 17.5%) of the real estate broker's commission on a transaction side.</p>
<p><u>Sotheby's Concierge Auction</u> Provides global luxury real estate auction marketplace.</p>	<p>Buyer's Premium Starting Bid Incentive</p>	<p>12% of either (a) the high bid for property at auction or (b) the purchase price of property sold outside of auction, in either case, not less than \$150,000. If applicable, can reduce the Buyer's Premium by 50%.</p>
<p><u>Notarize Inc</u> Provides remote online notarization services.</p>	<p>Remote Notary Network Fee</p>	<p>\$25-\$100</p>

In addition to the affiliated business relationships described above, Broker has a business arrangement with American Home Shield Corporation ("AHS"). While Broker, Anywhere Real Estate Inc. and Anywhere Advisors LLC, including their subsidiaries and affiliates, do not have any ownership interests in AHS, they may receive fees from AHS in return for their performance of services.

ACKNOWLEDGMENT

I/we have read this disclosure form and understand that Broker is referring me/us to purchase the above-described settlement service(s) and that Broker, Anywhere Real Estate Inc., Anywhere Advisors LLC., their employees and/or subsidiaries and affiliates may receive a financial or other benefit as the result of this referral.


5/18/2025 | 4:16 PM PDT

Seller AAD340635B3E458... _____ Date _____ Buyer _____ Date _____
Peter Varano

Seller _____ Date _____ Buyer _____ Date _____



PRIVACY NOTICE FOR COLDWELL BANKER REALTY CLIENTS

Coldwell Banker Realty (“Coldwell” “we,” “our,” or “us”) is committed to privacy and to transparency in our information practices. This Privacy Notice for Clients (the “Privacy Notice” or “Notice”) provides information about our collection and use of personal information related to our real estate brokerage and related services (“Services”). We may collect personal information directly from you, as well as from third parties, such as title or escrow companies, lenders or mortgage brokers, real estate agents, and other third parties. We use this information to provide the Services and may share this information with our affiliated companies and third-party business partners. This Privacy Notice supplements the information contained in our Privacy Policy, located at coldwellbankerhomes.com/privacy/.

Categories of Personal Information Collected

In general, Coldwell may collect or receive the following categories of personal information related to the Services, including related to actual and potential residential real estate transactions:

Category	Description
<i>Identifiers</i>	Such as real name, postal address, unique personal identifier, online identifier, internet protocol (IP) address, email address, SSN, driver’s license number, passport number, or other similar identifiers.
<i>Customer records</i>	Paper and electronic customer records containing personal information, such as name, signature, SSN, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number (e.g., for home/title insurance), education, and employment, as well as sales information such as listing price and purchase price, or other financial information relating to the financing of a real estate transaction (as examples, information provided to an agent by a lender or mortgage broker; information related to the verification of a down payment typically required by a real estate purchase agreement or in the case of a cash purchase, proof of available funds to complete a contemplated transaction; or information provided to an agent when a “net sheet” is created).
<i>Protected classifications under state or federal law</i>	Such as citizenship or marital status, family status, medical condition, veteran or military status, age, or mental capacity (as sometimes issues of capacity arise in a real estate transaction).
<i>Commercial information</i>	Such as records of real property, products or services purchased, obtained, or considered, or other purchasing histories or tendencies, such as sales information, purchase price, listing price or contract terms other similar information that is received to facilitate a real property purchase transaction.
<i>Internet or other similar network activity</i>	Such as internet or other electronic network activity Information including, but not limited to, browsing history, search history, and information regarding a consumer’s interaction with an Internet website, application, or advertisement.
<i>Location information</i>	Precise location information about a particular individual or device.
<i>Audio, video, and other electronic data</i>	Such as, CCTV footage, photographs, and call recordings, and other audio or visual data.
<i>Employment information</i>	Current or recent professional or employment-related information.
<i>Education information</i>	Information about education history and background.
<i>Sensitive personal information</i>	In limited circumstances, we may collect certain information considered to be sensitive personal information privacy laws, including Social Security number and tax ID; driver’s license, state identification card, passport number, or other government identifier; financial account number and payment card data; and geolocation data. For example, in certain real estate transactions, a title company may be required to collect certain identifying information, such as social security numbers, driver’s license numbers and/or passport numbers, per US Treasury department anti-money laundering rules where the buyer is an entity and purchasing without a bank loan. Our agents may assist in this process.
<i>Inferences drawn from other personal information</i>	Profile reflecting a person’s preferences, characteristics, or attitudes, including lists of potential buyers or sellers (“lead lists”).

Purposes for Our Collection, Use and Disclosure of Personal Information

Purpose	Description
<i>Facilitating real estate transactions</i>	In order to facilitate the purchase, sale or marketing of your property or to otherwise facilitate the completion of your real estate transaction.
<i>Providing support and services</i>	To communicate with clients and prospective clients relating to our Services; to respond to inquiries; and for other customer service and support purposes.
<i>Analyzing and improving our business</i>	To evaluate and improve our services and business operation; to conduct surveys, and other evaluations, such as customer satisfaction surveys; to prepare benchmarking reports and analyze market trends and comparable sales; and for other research and analytical purposes.
<i>Personalizing content and experiences</i>	To provide or recommend features, content, social connections, and referrals; tailor content we send or display on our Services; to offer location customization and personalized help and instructions; and to otherwise personalize your experiences.
<i>Advertising, marketing and promotional purposes</i>	To better target our ad and marketing campaigns; to evaluate, measure, and improve the effectiveness of our campaigns; to send you newsletters, offers, or other information we think may interest you; and to contact you about our services or information we think may interest you. However, we will not use Protected Classifications or Sensitive Personal Information for advertising or marketing purposes.
<i>Securing and protecting our business</i>	To protect and secure our business operations, assets, services, network and information and technology resources; to investigate, prevent, detect and take action regarding fraud, unauthorized access, situations involving potential threats to the rights or safety of any person or third party, or other unauthorized activities or misconduct.
<i>Defending our legal rights</i>	Including to manage and respond to actual and potential legal disputes and claims, and to otherwise establish, defend or protect our rights or interests, including in the context of anticipated or actual litigation with third parties.
<i>Planning and facilitating business transactions</i>	Related to any actual or contemplated merger, acquisition, asset sale or transfer, financing, bankruptcy or restructuring of all or part of our business.
<i>Auditing, reporting, corporate governance, and internal operations</i>	Including relating to financial, tax and accounting audits; audits and assessments of our operations, privacy, security and financial controls, risk, and compliance with legal obligations; our general business, accounting, record keeping and legal functions; and related to any actual or contemplated merger, acquisition, asset sale or transfer, financing, bankruptcy or restructuring of all or part of our business.
<i>Complying with legal obligations</i>	Including to comply with the law, our legal obligations and legal process, such warrants, subpoenas, court orders, and regulatory or law enforcement requests.

Retention. We will retain your personal information for the period necessary to fulfill the purposes outlined in this Privacy Policy or otherwise disclosed to you at the time of collection unless a longer retention period is required or permitted by law. We may retain personal information for longer where required by our (i) legal and regulatory obligations, (ii) business purposes, (iii) professional indemnity obligations, or (iv) where we believe it is necessary to establish, defend or protect our legal rights and interests or those of others.

Sales and sharing. Certain privacy laws define “sales” and “sharing” broadly to include disclosing or making available personal information to a third-party in exchange for monetary or other valuable consideration as well as disclosing or making available personal information to a third party for purposes of cross-context behavioral advertising. As broadly defined by applicable privacy laws, we may “sell” or “share”: (i) identifiers, usage data, customer records, commercial information and profiles with our affiliates and subsidiary companies (e.g., so that they may improve or enhance their own records, contact you about relevant products and services, and for other purposes); and (ii) identifiers, usage data and commercial information to ad networks, social media platforms and data analytics providers (e.g., in order to improve and measure our ad and marketing campaigns), as well as third party companies who may contact you about products and services. If you are a California resident, you may submit a “do not sell or share my personal information request” to us [online](#); for more information about the right to opt out, please see our Privacy Policy (Section 17.B “California Residents” <https://www.coldwellbankerhomes.com/privacy/#CaliforniaResidents>).

If you are a resident of another U.S. state you may have additional rights under applicable privacy laws, such as *appeal rights* subject to certain limitations. For more information, please see our Privacy Policy Section 17.C.

Your Rights

You may submit request to exercise your privacy rights to us as described below, including the following rights (as applicable):

- **Correction:** to correct inaccuracies in their personal information, taking into account the nature and purposes of the processing of the personal information.
- **Deletion:** to request deletion of their personal information provided to or obtained by us.
- **Access (right to know) and portability:** to confirm whether we are processing their personal information and to obtain a copy of their personal information in a portable and, to the extent technically feasible, readily usable format.
- **Opt-Out:** to opt out of certain types of processing, including:
 - to opt out of the “sale” of their personal information.
 - to opt out of targeted advertising and “sharing” by us.
 - to opt out of any processing of personal information for purposes of making decisions that produce legal or similarly significant effects.

You may submit a request to exercise your privacy rights via [our online webform](#) or via phone at (800) 250-1600 (toll free). You may also opt out of targeted advertising via one of our Websites, by clicking the “Cookie Settings” link on our website and turning off targeting (advertising) cookies. We will respond to your request as required under the applicable privacy law(s). *If we deny your request, you may appeal our decision by submitting a request through our webform.* For more information about your rights, including to opt out, please review our privacy policy at <https://www.coldwellbankerhomes.com/privacy/>.

If you are a California resident, please see our Privacy Policy (Section 17.B “California Residents” <https://www.coldwellbankerhomes.com/privacy/#CaliforniaResidents>) for information about your California privacy rights.

Contact Us: If you have any questions or concerns regarding our use of personal information as described in this Notice, please contact dataprivacy@anywhere.re.

This document is intended for Coldwell Banker Realty clients only. Each client hereby acknowledges that they have read, understood, and received a copy of this entire document:

Buyer/Tenant: _____ **Date:** _____

Buyer/Tenant: _____ **Date:** _____

Seller/Property Owner: _____ **Date:** 5/18/2025 | 4:16 PM PDT

Signed by:

 Peter Varano
AA0340635B3E458...

Seller/Property Owner: _____ **Date:** _____