

## RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

California Association of REALTORS® Standard Form

1. OFFER: A. THIS IS AN OFFER FROM Kevin and Lisa Martinez ("Buyer"), B. THE REAL PROPERTY to be acquired is 456 Oceanview Drive, Malibu, CA 90265, situated in Los Angeles County, California, Assessor's Parcel No. 4458-022-012 ("Property"). C. THE PURCHASE PRICE offered is One Million Eight Hundred Fifty Thousand Dollars (\$1,250,000.00). D. CLOSE OF ESCROW shall occur on August 30, 2025.
2. FINANCE TERMS: A. INITIAL DEPOSIT: Buyer has given a deposit in the amount of \$55,500.00 to the escrow holder.
  - (1) Buyer shall deliver deposit directly to escrow holder by personal check, wire transfer, or [ ] Other \_\_\_\_\_ within 3 business days after acceptance.
  - ☐ This is an all cash offer. NO LOAN is being obtained. B. INCREASED DEPOSIT: Buyer shall deposit with escrow holder an increased deposit in the amount of \$0.00 within \_\_\_\_\_ days after acceptance. C. FIRST LOAN: \$1,480,000.00
  - (2) First Deed of Trust securing said loan to be in favor of lender, encumbering the Property, securing a note payable at maximum interest of 5.750% fixed rate, and requiring monthly payments of \$8,635.00
  - (3) LOAN TERMS: 30-year fixed rate conventional loan D. ADDITIONAL FINANCING TERMS: [ ] Seller financing, [ ] assumed financing, [ ] Other: \_\_\_\_\_ E. BALANCE OF PURCHASE PRICE (not including costs of obtaining loans and other closing costs) in the amount of \$314,500.00 to be deposited with escrow holder within sufficient time to close escrow. F. PURCHASE PRICE (TOTAL): \$1,250,000.00
3. CLOSING AND OCCUPANCY: A. Buyer intends (or [ ] does not intend) to occupy the Property as Buyer's primary residence. B. Seller-occupied or vacant property: Occupancy shall be delivered to Buyer at 5:00 PM on the date of Close of Escrow. C. Tenant-occupied property: Property shall be vacant at least 5 days prior to Close of Escrow, unless otherwise agreed in writing. D. At Close of Escrow, Seller assigns to Buyer any assignable warranty rights for items included in the sale. E. At Close of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, and internet connected devices included in the purchase price, and garage door openers.
4. ALLOCATION OF COSTS: A. INSPECTIONS, REPORTS AND CERTIFICATES:
  - ☐ Buyer [ ] Seller shall pay for a natural hazard zone disclosure report, including tax information, prepared by HomeGuard Incorporated.
  - ☐ Buyer [ ] Seller shall pay for the following inspection or report: \_\_\_\_\_
  - ☐ Buyer [ ] Seller shall pay for the following inspection or report: \_\_\_\_\_B. GOVERNMENT REQUIREMENTS AND RETROFIT:
  - ☐ Buyer [ ] Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close of Escrow, Seller shall provide Buyer written statement of compliance.
  - ☐ Buyer [ ] Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.

- ☐ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law.
  - C. ESCROW AND TITLE:
    - ☐ Buyer ☐ Seller shall pay escrow fee to be split equally between Buyer and Seller.
    - (1) Escrow Holder shall be First American Title Company.
    - (2) The Parties shall, within 5 days after receipt, sign and return Escrow Holder's general provisions.
    - ☐ Buyer ☐ Seller shall pay for owner's title insurance policy specified in paragraph 12E to be split equally between Buyer and Seller.
    - (3) Owner's title policy to be issued by First American Title Company.
5. STATUTORY AND OTHER DISCLOSURES AND CANCELLATION RIGHTS: A. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS: Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones. B. WITHHOLDING TAXES: Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS). C. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.) D. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to create awareness of the existence of pipelines near the property. Gas and hazardous liquid transmission pipelines are used to transport gas and hazardous liquids over long distances from refineries to communities. These pipelines are usually buried underground in easements. In some instances, the easements may not be recorded against the property. To identify a pipeline route, go to the National Pipeline Mapping System at [www.npms.phmsa.dot.gov](http://www.npms.phmsa.dot.gov). To ensure awareness, you may contact your local gas utility or other pipeline operators in the area. Pipeline operators are required to maintain contact information on their websites. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
6. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES: A. SELLER HAS: 7 days after acceptance to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision. B. If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 days after acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against

the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property. Seller shall itemize and Deliver to Buyer all HOA disclosures received from the HOA and any HOA Certification of Fees (“HOA Disclosures”) within 5 days of receipt but in no event later than the time specified in paragraph 14A.

7. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE: A. Within the time specified in paragraph 14A, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:

- (1) LEGAL PROCEEDINGS: Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
- (2) AGRICULTURAL USE: Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).
- (3) DEED RESTRICTIONS: Any deed restrictions or obligations.
- (4) FARM USE: Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6).
- (5) ENDANGERED SPECIES: Presence of endangered, threatened, ‘candidate’ species, or wetlands on the Property.
- (6) ENVIRONMENTAL HAZARDS: Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
- (7) COMMON WALLS: Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
- (8) LANDLOCKED: The absence of legal or physical access to the Property.
- (9) EASEMENTS/ENCROACHMENTS: Any encroachments, easements or similar matters that may affect the Property.
- (10) SOIL FILL: Any fill (compacted or otherwise), or abandoned mining operations on the Property.
- (11) SOIL PROBLEMS: Any slippage, sliding, flooding, drainage, grading, or other soil problems.
- (12) EARTHQUAKE DAMAGE: Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.
- (13) ZONING ISSUES: Any zoning violations, non-conforming uses, or violations of “setback” requirements.
- (14) NEIGHBORHOOD PROBLEMS: Any neighborhood noise problems, or other nuisances.
- (15) DEFECTS: Any known material defects or known material information that would adversely impact the value or desirability of the property that are not otherwise disclosed to Buyer.

8. CONDITION OF PROPERTY: Unless otherwise agreed in writing: (i) the Property is sold (a) “AS-IS” in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer’s Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii)

all debris and personal property not included in the sale shall be removed by Close Of Escrow. A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law. B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action. C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.

9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE: A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in paragraph 9B or C. B. ITEMS INCLUDED IN SALE: Except as otherwise specified or disclosed,

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following items: All kitchen appliances, washer and dryer, ceiling fans, and mounted TV in living room.
- (3) The following items: Outdoor patio furniture, garden tools in shed, and pool equipment.
- (4) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and leases identified in paragraph 9D(1), and (ii) are transferred without Seller warranty regardless of value. C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale:
  - (i) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii) the following items: Personal artwork, family photos, and personal memorabilia. D. LEASED OR LIENED ITEMS AND SYSTEMS: Seller shall, within the time specified in paragraph 14A, (i) disclose to Buyer if any item or system specified in paragraph 9 or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 14B and C.
- (1) The following items and systems are leased or liened and may be subject to a lease or lien: Solar power system (leased from SunPower Corporation). E. Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller. F. All items included shall be transferred free of liens and without Seller warranty.