

TRUST FUND ADDENDUM

To the Loom Realty Broker of Record Master Service Agreement | CA DRE #02017652 | Version 1.0

Parties and Incorporation

This Trust Fund Addendum ("Addendum") is entered into as of _____ by and between Loom Realty, a California real estate brokerage (CA DRE #02017652), acting by and through its designated broker Kayla Bramante ("Broker"), and _____ ("Client"). This Addendum is Exhibit E to, and is incorporated into, the Broker of Record Master Service Agreement between the Parties dated _____ (the "Agreement"). Capitalized terms not defined here have the meanings given in the Agreement. In the event of a conflict between this Addendum and the Agreement with respect to Trust Funds, this Addendum controls.

1. Purpose and Regulatory Basis

Client receives, holds, or disburses Trust Funds in connection with licensed activity conducted under Broker's license. Under California Business and Professions Code Section 10145 and Title 10, California Code of Regulations Sections 2830 through 2835, the designated broker bears statutory responsibility for the handling, recordkeeping, reconciliation, and supervision of Trust Funds received in the course of licensed activity. That responsibility exists independently of any allocation of operational duties between the Parties and cannot be delegated by contract. This Addendum establishes the controls through which Broker discharges that responsibility and through which Client performs the operational work.

2. Definitions

"Trust Account" means each bank account maintained by or on behalf of Client into which Trust Funds are deposited, including security deposit accounts, rent collection accounts, and any other neutral depository holding funds belonging to third parties.

"Reconciliation" means the monthly reconciliation required by 10 CCR Section 2831.2, in which the balance of all separate beneficiary or transaction records is reconciled with the record of all Trust Funds received and disbursed, and with the bank statement balance.

"Reconciliation Package" means the documents Client must deliver each month under Section 6.

"Shortage" means any circumstance in which the total of Trust Funds on deposit is less than the aggregate trust fund liability to all beneficiaries, or in which any individual beneficiary record carries a negative balance.

3. Trust Account Establishment and Titling

- Each Trust Account must be maintained at a bank or recognized depository located in California, and must be designated as a trust account in the name of Client as trustee, in a form that satisfies 10 CCR Section 2832 and identifies the account as holding funds of others.
- Trust Accounts must be non-interest-bearing unless the requirements of 10 CCR Section 2830.1 are satisfied in full and Broker has approved the arrangement in writing.
- Client shall notify Broker in writing at least ten (10) business days before opening, closing, retitling, or changing the depository of any Trust Account, and shall deliver evidence of the change within five (5) business days after it occurs.
- Client shall provide Broker with a complete list of all Trust Accounts, including bank name, account title, and account number, before any Trust Funds are received, and shall keep that list current in the Client Portal.

4. Broker Signatory Authority and Authorized Signers

Under 10 CCR Section 2834, withdrawals from a trust account maintained in connection with licensed activity may be made only upon the signature of the broker or, in the case of a corporate broker licensee, an officer through whom the corporation is licensed, or upon the signature of a person specifically authorized in writing by the broker. Accordingly:

4.1 Broker as Authorized Signatory

Kayla Bramante, in her capacity as designated broker and Designated Officer, shall be established as an authorized signatory on each Trust Account before any Trust Funds are received. Client shall complete all bank documentation necessary to effect this and shall deliver a copy of the executed signature card or equivalent bank authorization to Broker within ten (10) business days of account opening or of the date of this Addendum, whichever is later.

4.2 Additional Authorized Signers

Any person other than Broker who is authorized to withdraw Trust Funds must be specifically authorized in writing by Broker in advance, and must be one of the following:

- A salesperson licensed under Broker;
- A broker licensed under a written agreement with Broker pursuant to 10 CCR Section 2726; or
- An unlicensed employee of Client who is covered by a fidelity bond in an amount at least equal to the maximum amount of Trust Funds to which that employee has access at any time.

Client shall deliver evidence of the required fidelity bond, and of the bond amount, before any unlicensed employee is granted access to a Trust Account, and at each bond renewal. Client shall notify Broker within three (3) business days of any change in authorized signers, and shall not add, remove, or change a signer without Broker's prior written authorization.

4.3 Responsibility Not Relieved

Client acknowledges that under 10 CCR Section 2834(c), Broker's authorization of any other signatory does not relieve Broker of responsibility or liability in the handling of Trust Funds. Broker's exercise of the rights in this Addendum is a compliance control, not an assumption of Client's operational duties, and does not make Broker responsible for Client's accounting, bookkeeping, or disbursement decisions as between the Parties.

4.4 Operational Practice

Broker will not initiate routine disbursements. Broker's signatory status exists so that Broker can satisfy its statutory obligations, obtain records directly from the depository, and intervene where a Shortage, suspected commingling, or regulatory issue requires it. Broker may exercise signatory authority directly where necessary to prevent or cure a violation of Applicable Law, to protect beneficiary funds, or in response to a DRE directive.

5. Prohibited Practices

- Client shall not commingle Trust Funds with Client's own funds or the funds of any other person, except as expressly permitted by 10 CCR Section 2835;
- Client shall not use Trust Funds belonging to one beneficiary to satisfy an obligation of another beneficiary;
- Client shall not permit any Trust Account to carry a negative balance for any beneficiary at any time;
- Client shall not maintain Client funds in a Trust Account beyond the amount expressly permitted by Applicable Law for bank charges; and

- Client shall not disburse Trust Funds in advance of collected funds.

6. Records and Monthly Reconciliation

6.1 Records Client Must Maintain

- A columnar record of all Trust Funds received, disbursed, and on deposit, in the form required by 10 CCR Section 2831;
- A separate record for each beneficiary or transaction, in the form required by 10 CCR Section 2831.1, showing all funds received, disbursed, and the balance; and
- All bank statements, cancelled items, deposit records, and supporting documentation.

6.2 Monthly Reconciliation

Client shall perform a Reconciliation at least once each month, except in any month in which the Trust Account had no activity, in accordance with 10 CCR Section 2831.2. Each Reconciliation must reconcile the balance of all separate beneficiary or transaction records with the record of all Trust Funds received and disbursed, and with the depository's statement balance. Client shall retain a reconciliation record identifying the bank account name and number, the date of the reconciliation, the account number or name of each principal, beneficiary, or transaction, and the trust fund liability of the broker to each.

6.3 Delivery to Broker

Client shall complete each Reconciliation no later than the tenth (10th) day of the following month and shall upload the Reconciliation Package to the Client Portal no later than the fifteenth (15th) day of the following month. The Reconciliation Package consists of:

- The bank statement for each Trust Account for the period;
- The columnar record of all Trust Funds received and disbursed for the period;
- The beneficiary or transaction records, or a trial balance listing each beneficiary and its balance;
- The reconciliation record required by Section 6.2, signed or electronically attested by the person who prepared it; and
- A written explanation of any variance, exception, adjusting entry, outstanding item aged more than thirty (30) days, or negative beneficiary balance.

6.4 Preparation Responsibility

Client, or Client's bookkeeper or accountant, is responsible for timely and accurate preparation of the ledgers, the Reconciliation, and the underlying accounting records. Broker does not prepare Client's books, does not perform Client's reconciliation, and does not act as Client's accountant.

7. Broker Review, Escalation, and Reporting

7.1 Broker Review

Broker shall review each Reconciliation Package delivered under Section 6.3, examine the reconciliation record and supporting documentation, follow up on exceptions, and retain records of that supervision as required by Applicable Law. Broker shall record the outcome of each review in the Client Portal.

7.2 Immediate Reporting by Client

Client shall notify Broker in writing within one (1) business day of discovering any of the following:

- Any Shortage, however caused, and whether or not cured;

- Any negative balance on a beneficiary or transaction record;
- Any returned, dishonored, or NSF item affecting a Trust Account;
- Any unexplained variance between the bank balance and the trust fund liability;
- Any suspected misappropriation, theft, forgery, or unauthorized withdrawal;
- Any bank inquiry, levy, garnishment, freeze, or account closure affecting a Trust Account; and
- Any DRE inquiry, audit notice, complaint, subpoena, or investigation relating to Trust Funds.

7.3 Cure of Shortage

Client shall cure any Shortage from Client's own funds immediately upon discovery, and in no event later than three (3) business days, and shall deliver documentation of the cure to Broker. A Shortage that is not cured within that period, or that recurs, is a material breach of the Agreement.

8. Retention, Audit, and DRE Examination

Client shall retain all Trust Fund records for three (3) years from the date of the transaction or the closing of the account, whichever is later, as required by 10 CCR Section 2729, and shall not destroy or dispose of Trust Fund records without Broker's written confirmation that the retention period has run. Broker and its designated representatives may examine, audit, and copy all Trust Fund records at any reasonable time during the Term and for one (1) year after termination, on five (5) business days' notice, or immediately and without notice where Broker reasonably suspects a Shortage, commingling, or misappropriation. Client shall make all Trust Fund records available to the DRE upon demand and shall notify Broker immediately of any such demand. Client shall cooperate fully with Broker in any DRE audit or examination.

9. Fees

Trust fund supervision and reconciliation review is billed per Trust Account per month as set out in the Fee Schedule, and is subject to amendment only in accordance with Section 16.2 of the Agreement. The fee applies to each Trust Account in existence during any part of a calendar month.

10. Suspension and Termination

In addition to Broker's rights under Section 15 of the Agreement, Broker may immediately suspend Services and instruct Client to cease all licensed activity if Client fails to deliver a complete Reconciliation Package by the date required in Section 6.3; fails to establish or maintain Broker as an authorized signatory under Section 4.1; permits an unauthorized or unbonded person to access a Trust Account; fails to cure a Shortage within the period required by Section 7.3; or refuses or fails to produce Trust Fund records upon request. Broker may also notify the depository of the suspension and of any limitation on withdrawal authority.

11. Client Acknowledgments

- Client understands that Trust Funds are not Client's property and may be used only for the benefit of the beneficiary to whom they belong;
- Client understands that Broker bears statutory responsibility for Trust Fund supervision and therefore requires the controls in this Addendum;
- Client understands that trust fund violations are among the most common bases for DRE enforcement action and can result in license discipline against both Client's Licensees and Broker; and
- Client agrees that the obligations in this Addendum are material to Broker's willingness to act as Broker of Record.

Signatures

CLIENT	BROKER
Entity: _____	Entity: Loom Realty
Printed Name: _____	Printed Name: Kayla Bramante
Title: _____	Title: Broker / Designated Officer (CA DRE #02017652)
Signature: _____	Signature: _____
Date: _____	Date: _____

Schedule 1 — Trust Account Register

Client shall keep this schedule current and mirror it in the Client Portal.

Bank	Account Title	Acct # (last 4)	Purpose	Authorized Signers	Bond Amount

Loom Realty — Trust Fund Addendum, Version 1.0. Regulatory citations current as of August 2026. • CA DRE #02017652 • 26565 Agoura Road, Suite 200, Calabasas, CA 91302 • (310) 906-5459 • loomrealty.com