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818.253.4545 | CalDRE 02024855 | justin@thedonutguyrealtygroup.com

10755 Owens Pl. Tujunga, CA 91042

Seller's Disclosures

Dear Agent/Prospective Buyer,

We have completed some preliminary investigations on this property in order to better educate all parties on its condition. Attached please find the seller's disclosures along with some supplemental inspection reports. We encourage the buyer to still complete their due diligence. Our goal with this package is to help you make an informed offer on the property. We hope to work with you soon!



REAL ESTATE TRANSFER DISCLOSURE STATEMENT (CALIFORNIA CIVIL CODE §1102, ET SEQ.) (C.A.R. Form TDS, Revised 6/23)

[X] This property is a duplex, triplex or fourplex. A TDS is required for all units. This TDS is for all units (or [] only unit(s) _____).

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Tujunga, COUNTY OF Los Angeles, STATE OF CALIFORNIA, DESCRIBED AS 10755 Owens Place.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 05/26/2024. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to § 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- Inspection reports completed pursuant to the contract of sale or receipt for deposit.
Additional inspection reports or disclosures:
[X] No substituted disclosures for this transfer.

II. SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Seller [] is [X] is not occupying the property.

A. The subject property has the items checked below:*

- Range, Oven, Microwave, Dishwasher, Trash Compactor, Garbage Disposal, Washer/Dryer Hookups, Rain Gutters, Burglar Alarms, Carbon Monoxide Device(s), Smoke Detector(s), Fire Alarm, TV Antenna, Satellite Dish, Intercom, Central Heating, Central Air Conditioning, Evaporator Cooler(s)
Wall/Window Air Conditioning, Sprinklers, Public Sewer System, Septic Tank, Sump Pump, Water Softener, Patio/Decking, Built-in Barbecue, Gazebo, Security Gate(s), Garage: Attached, Not Attached, Carport, Automatic Garage Door Opener(s), Number Remote Controls, Sauna, Hot Tub/Spa, Locking Safety Cover
Pool, Child Resistant Barrier, Pool/Spa Heater: Gas, Solar, Electric, Water Heater: Gas, Solar, Electric, Water Supply: City, Well, Private Utility or Other, Gas Supply: Utility, Bottled (Tank), Window Screens, Window Security Bars, Quick Release Mechanism on Bedroom Windows, Water-Conserving Plumbing Fixtures

Exhaust Fan(s) in Overflow 1 220 Volt Wiring in See overflow paragraph 2 Fireplace(s) in Main House's Livingroom
Gas Starter [] Roof(s): Type: Asphalt Shingles Age: 1 (approx.)
Other: See overflow paragraph 3

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? [X] Yes/[] No. If yes, then describe. (Attach additional sheets if necessary): See overflow paragraph 4

(*see note on page 2)

Property Address: 10755 Owens Place, Tujunga, CA 91042 Date: 05/26/2024

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? Yes/ No. If yes, check appropriate space(s) below.

- Interior Walls Ceilings Floors Exterior Walls Insulation Roof(s) Windows Doors Foundation Slab(s)
- Driveways Sidewalks Walls/Fences Electrical Systems Plumbing/Sewers/Septics Other Structural Components

(Describe: _____)

If any of the above is checked, explain. (Attach additional sheets if necessary.): _____


*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with § 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with § 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with § 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. § 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with § 1101.4 of the Civil Code.

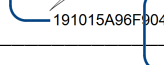
- C. Are you (Seller) aware of any of the following:
1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property Yes No
 2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property Yes No
 3. Any encroachments, easements or similar matters that may affect your interest in the subject property Yes No
 4. Room additions, structural modifications, or other alterations or repairs made without necessary permits Yes No
 5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes Yes No
 6. Fill (compacted or otherwise) on the property or any portion thereof Yes No
 7. Any settling from any cause, or slippage, sliding, or other soil problems Yes No
 8. Flooding, drainage or grading problems Yes No
 9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides Yes No
 10. Any zoning violations, nonconforming uses, violations of "setback" requirements Yes No
 11. Neighborhood noise problems or other nuisances Yes No
 12. CC&R's or other deed restrictions or obligations Yes No
 13. Homeowners' Association which has any authority over the subject property Yes No
 14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) Yes No
 15. Any notices of abatement or citations against the property Yes No
 16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to § 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to § 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to § 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to § 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) Yes No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): See overflow paragraph 5

- D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.
2. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.


Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the

Seller.  DocuSigned by: Arno Stephanian Date 05/29/2024

Seller  DocuSigned by: Edit Hartoonians Date 05/29/2024

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TDS REVISED 6/23 (PAGE 2 OF 3) Buyer's Initials _____ / _____ Seller's Initials AS / EH

Justin Jenewein | Keller Williams Real Estate Services | Generated by Glide 



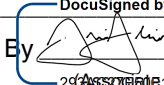
Property Address: 10755 Owens Place, Tujunga, CA 91042 Date: 05/26/2024

III. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

- See attached Agent Visual Inspection Disclosure (AVID Form)
- Agent notes no items for disclosure.
- Agent notes the following items: _____

Agent (Broker Representing Seller) Keller Williams Real Estate Services By  Date 05/29/2024
(Please Print) 293AC27F50F14F4... (Associate Licensee or Broker Signature)

IV. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)


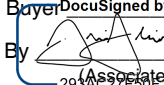
THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

- See attached Agent Visual Inspection Disclosure (AVID Form)
- Agent notes no items for disclosure.
- Agent notes the following items: _____

Agent (Broker Obtaining the Offer) _____ By _____ Date _____
(Please Print) (Associate Licensee or Broker Signature)

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller  DocuSigned by: Arno Stephanian Date 05/29/2024 Buyer _____ Date _____
 Seller 191015A96F90433 DocuSigned by: Edit Hartoonians Date 05/29/2024 Buyer DocuSigned by: _____ Date _____
 Agent (Broker Representing Seller) 6F9BB000C883487 Keller Williams Real Estate Services By  Date 05/29/2024
(Please Print) 293AC27F50F14F4... (Associate Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) _____ By _____ Date _____
(Please Print) (Associate Licensee or Broker Signature)

§ 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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TDS REVISED 6/23 (PAGE 3 OF 3)





CALIFORNIA ASSOCIATION OF REALTORS®

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

This addendum is given in connection with the property known as 10755 Owens Place, Tujunga, CA 91042 ("Property"), in which _____ is referred to as ("Buyer") and Arno Stephanian, Edit Hartoonians is referred to as ("Seller").

[TDS] Real Estate Transfer Disclosure Statement

1) II.A. Exhaust Fans:

all bathrooms, Kitchen hood, Microwave in ADU, Attic Fan in main house.

2) II.A. 220V Wiring:

Electric Wall Oven in the Kitchen of the Main house.

3) II.A. Other Property Items:

Solar Panels for both units, Electric Car Charger, 220v Electric Wall Oven, Nest smart Thermostat, Tankless Water Heaters, Security Cameras, Detached Studio Office with Heat/Cool AC, 8.1 JBL speakers surround home theater setup, Pantry Closet

4) II.A. Items Not in Working Condition:

II.A. SPRINKLERS (EXTERIOR)

There are some irrigation plumbing from the past on the property but they are not all functional and will need to be redone. since most plants are succulents we never needed to use sprinklers.

5) II.C. :

II.C.1. ENVIRONMENTAL HAZARDS

Due to the 2 rain storms in the last 2 years the tenants had a lot of items in the back of the house that were blocking the way of water and some water seeped through from outside that caused water damage to the back 2 rooms in the house that effected under the laminate flooring and behind the drywalls. water damage was not visible from the inside interior part of the walls. no major damage was caused.

II.C.1. ENVIRONMENTAL HAZARDS - MAINTENANCE, CLEANUP

The tenants first noticed it a year ago and we added multiple drainages in the backyard and that never happened again. Recently we added a concrete base around the house that directs the water away from the property and protects the exterior walls.

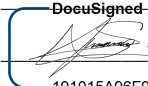
But because the tenants wouldn't leave so we can replace the laminate flooring inside the 2 rooms, we had to wait to redo the flooring after they left.

(continued on overflow page 2)

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

Buyer _____ Date _____

Buyer _____ Date _____

Seller  DocuSigned by: _____ Arno Stephanian Date 05/29/2024

Seller  DocuSigned by: _____ Edit Hartoonians Date 05/29/2024
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CALIFORNIA ASSOCIATION OF REALTORS®

TEXT OVERFLOW ADDENDUM No. 2 (C.A.R. Form TOA, Revised 6/23)

This addendum is given in connection with the property known as 10755 Owens Place, Tujunga, CA 91042 ("Property"), in which is referred to as ("Buyer") and Arno Stephanian, Edit Hartoonians is referred to as ("Seller").

[TDS] Real Estate Transfer Disclosure Statement

5) II.C. (continued):

II.C.1. ENVIRONMENTAL HAZARDS - OTHER INFO

Dehumidifiers were used to make sure all humidity is removed, no structural damage was caused, 2 feet of the drywalls have been replaced to ensure nothing remains, new insulation have been installed where the walls were opened, sealants and moisture barriers have been applied and new water proof laminate flooring has been installed in the 2 rooms.

II.C.2. ADJOINING LANDOWNERS

Left of the property there is a wooden fence that separates this property from the left side neighbors, that fence is faced to the neighbors. we never had an issue with them.

II.C.4. UNPERMITTED MODIFICATIONS

in the main house there used to be a sliding door where the kitchen sink is now, and that was removed and the sink was moved to where it is now.

II.C.8. FLOODING, DRAINAGE

Due to the 2 rain storms in the last 2 years the tenants had a lot of items in the back of the house that were blocking the way of water and some water seeped through from outside that caused water damage to the back 2 rooms in the house that effected under the laminate flooring and behind the drywalls. water damage was not visible from the inside interior part of the walls. no major damage was caused.

II.C.8. FLOODING, DRAINAGE - WATER-INTRUSION

Due to the heavy rain storms some water seeped through from outside that caused water damage to the back 2 rooms in the house that effected under the laminate flooring and behind the drywalls. water damage was not visible from the inside interior part of the walls but only appeared from under the laminate floors. no major damage was caused since the foundation is concrete.

II.C.8. FLOODING, DRAINAGE - MAINTENANCE, REPAIR

outside drainage was installed and the problem was resolved. Dehumidifiers were used to make sure all humidity is removed, no structural damage was caused, 2 feet of the drywalls have been replaced (continued on overflow page 3)

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

Buyer _____ Date _____

Buyer _____ DocuSigned by: _____ Date _____

Seller _____ DocuSigned by: Arno Stephanian Date 05/29/2024

Seller _____ DocuSigned by: Edit Hartoonians Date 05/29/2024

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CALIFORNIA ASSOCIATION OF REALTORS®

TEXT OVERFLOW ADDENDUM No. 3 (C.A.R. Form TOA, Revised 6/23)

This addendum is given in connection with the property known as 10755 Owens Place, Tujunga, CA 91042

in which (Property), is referred to as (Buyer) and Arno Stephanian, Edit Hartoonians is referred to as (Seller).

[TDS] Real Estate Transfer Disclosure Statement

5) II.C. (continued):

to ensure nothing remains, new insulation have been installed where the walls were opened, sealants and moisture barriers have been applied and new water proof laminate flooring has been installed in the 2 rooms.

II.C.8. FLOODING, DRAINAGE - OTHER INFO

as an extra protection we also added a concrete base around the back of the house to make sure water will no longer get to the property's exterior walls

II.C. ADDITIONAL DISCLOSURES

This property was rented out for 5 years and before that we lived there for 10 years and never had any issues. the rain issue that happened was because of the tenants that gathered so much stuff and an unauthorized shed in the back of the house that blocked the way of water and caused it to flow towards the back of the house. we had to remove the tenants so we can properly repair and replace the flooring.

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

Buyer Date

Buyer Date

Seller DocuSigned-by: Arno Stephanian Date 05/29/2024

Seller 191015A96F90433 Edit Hartoonians DocuSigned-by: Edit Hartoonians Date 05/29/2024 6F9BB000C883487...

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SELLER PROPERTY QUESTIONNAIRE (C.A.R. Form SPQ, Revised 12/23)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed. If Seller is exempt from completing a TDS, Seller should complete an Exempt Seller Disclosure (C.A.R. Form ESD) or may use this form instead:

NOTE TO SELLER: YOU ARE STRONGLY ADVISED TO CAREFULLY REVIEW THE DISCLOSURE INFORMATION ADVISORY (C.A.R. Form DIA) BEFORE YOU COMPLETE THIS SELLER PROPERTY QUESTIONNAIRE. ALL SELLERS OF CALIFORNIA REAL PROPERTY ARE REQUIRED TO PROVIDE VARIOUS DISCLOSURES, EITHER BY CONTRACT, OR BY STATUTE OR CASE LAW. MANY DISCLOSURES MUST BE MADE WITHIN CERTAIN TIME LIMITS. TIMELY AND THOROUGH DISCLOSURES HELP TO REDUCE DISPUTES AND FACILITATE A SMOOTH SALES TRANSACTION.

Seller makes the following disclosures with regard to the real property or manufactured home described as 10755 Owens Place, Assessor's Parcel No. 2553007029, situated in Tujunga, County of Los Angeles California ("Property").

- This property is a duplex, triplex or fourplex. A SPQ is required for all units. This SPQ is for ALL units (or only unit(s)).
1. Disclosure Limitation: The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain.
2. Note to Seller, PURPOSE: To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
3. Note to Buyer, PURPOSE: To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
4. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) 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.

5. DOCUMENTS: ARE YOU (SELLER) AWARE OF... Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents (whether prepared in the past or present, including any previous transaction, and whether or not Seller acted upon the item), pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller. Yes No

Note: If yes, provide any such documents in your possession to Buyer.

Explanation:

- 6. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED: ARE YOU (SELLER) AWARE OF...
A. Within the last 3 years, the death of an occupant of the Property upon the Property Yes No
B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) Yes No
C. The release of an illegal controlled substance on or beneath the Property Yes No
D. Whether the Property is located in or adjacent to an "industrial use" zone Yes No
E. Whether the Property is affected by a nuisance created by an "industrial use" zone Yes No
F. Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) Yes No
G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision Yes No

Property Address: 10755 Owens Place, Tujunga, CA 91042

- H. Insurance claims affecting the Property within the past 5 years Yes No
- I. Matters affecting title of the Property Yes No
- J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 Yes No
- K. Material facts or defects affecting the Property not otherwise disclosed to Buyer Yes No

Explanation, or (if checked) see attached; 6. A: DEATH OF OCCUPANT

The father of the tenant living in this house passed away due to his respiratory illness in 2023

- 7. REPAIRS AND ALTERATIONS: ARE YOU (SELLER) AWARE OF...**
- A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) Yes No
 - B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? Yes No
 - C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) Yes No
 - D. Any part of the Property being painted within the past 12 months Yes No
 - E. Whether the Property was built before 1978 (if No, leave (a) and (b) blank) Yes No
 - (a) If yes, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (b) blank) Yes No
 - (b) If yes to (a), were such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule Yes No

Explanation: See overflow paragraph 1

- 8. STRUCTURAL, SYSTEMS AND APPLIANCES: ARE YOU (SELLER) AWARE OF...**
- A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances Yes No
 - B. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank(s) Yes No
 - C. An alternative septic system on or serving the Property Yes No
 - D. Whether any structure on the Property is an Accessory Dwelling Unit (ADU) Yes No
 - (1) If Yes to D, has the ADU received a permit or other government approval Yes No
 - (2) If Yes to D, are there separate utilities and meters for the ADU Yes No

Explanation: See overflow paragraph 2

- 9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT: ARE YOU (SELLER) AWARE OF...**
- Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs Yes No
- If yes, was federal flood disaster assistance conditioned upon obtaining and maintain flood insurance on the Property Yes No
- (NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property and if it is not, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)**

Explanation: _____

- 10. WATER-RELATED AND MOLD ISSUES: ARE YOU (SELLER) AWARE OF...**
- A. Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property Yes No
 - B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property.. Yes No
 - C. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood Yes No

Explanation: See overflow paragraph 3

- 11. PETS, ANIMALS AND PESTS: ARE YOU (SELLER) AWARE OF...**
- A. Past or present pets on or in the Property Yes No
 - B. Past or present problems with livestock, wildlife, insects or pests on or in the Property Yes No
 - C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above Yes No
 - D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above Yes No
- If so, when and by whom

Explanation: _____

SPQ REVISED 12/23 (PAGE 2 OF 4) Buyer's Initials _____ / _____

Seller's Initials DS
AS DS
EH



Justin Jenewein | Keller Williams Real Estate Services | Generated by Glide

Property Address: 10755 Owens Place, Tujunga, CA 91042

- 12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS: ARE YOU (SELLER) AWARE OF...**
- A. Surveys, easements, encroachments or boundary disputes Yes No
 - B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage Yes No
 - C. Use of any neighboring property by you Yes No
- Explanation: _____

- 13. LANDSCAPING, POOL AND SPA: ARE YOU (SELLER) AWARE OF...**
- A. Diseases or infestations affecting trees, plants or vegetation on or near the Property Yes No
 - B. Operational sprinklers on the Property Yes No
 - (1) If yes, are they automatic or manually operated.
 - (2) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system Yes No
 - C. A pool heater on the Property Yes No
 - If yes, is it operational? Yes No
 - D. A spa heater on the Property Yes No
 - If yes, is it operational? Yes No
 - E. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired Yes No
- Explanation: 13. B (2): SPRINKLERS - AREAS NOT COVERED

most plants are succulents and don't need much watering, but there are some roses that would need manual watering.

the irrigation pipes are old and are connected to the hose system, some may still work, but they will need to be redone according to the existing plants.

- 14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE) ARE YOU (SELLER) AWARE OF...**
- A. Property being a condominium or located in a planned unit development or other common interest subdivision .. Yes No
 - B. Any Homeowners' Association (HOA) which has any authority over the subject property Yes No
 - C. Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others) Yes No
 - D. CC&R's or other deed restrictions or obligations Yes No
 - E. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property Yes No
 - F. CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improvements made on or to the Property Yes No
 - (1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or HOA Committee requirement Yes No
 - (2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA Committee Yes No

Explanation: Section not applicable.

- 15. TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS: ARE YOU (SELLER) AWARE OF...**
- A. Other than the Seller signing this form, any other person or entity with an ownership interest Yes No
 - B. Leases, options or claims affecting or relating to title or use of the Property Yes No
 - C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood Yes No
 - D. Features of the property shared in common with adjoining landowners, such as walls, fences and driveways, whose use or responsibility for maintenance may have an effect on the subject property Yes No
 - E. Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject property, whether in writing or not Yes No
 - F. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity Yes No
 - G. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property Yes No
 - H. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill Yes No
- Explanation: See overflow paragraph 4

SPQ REVISED 12/23 (PAGE 3 OF 4) Buyer's Initials _____ / _____

Seller's Initials DS
AS / DS
EH



Property Address: 10755 Owens Place, Tujunga, CA 91042

- 16. NEIGHBORS/NEIGHBORHOOD:** **ARE YOU (SELLER) AWARE OF...**
- A. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: Neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife Yes No
 - B. Any past or present disputes or issues with a neighbor which might impact the use, development and enjoyment of the Property Yes No

Explanation: _____

- 17. GOVERNMENTAL:** **ARE YOU (SELLER) AWARE OF...**
- A. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property Yes No
 - B. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property Yes No
 - C. Existing or contemplated building or use moratoria that apply to or could affect the Property Yes No
 - D. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property Yes No
 - E. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals Yes No
 - F. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed. Yes No
 - G. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property. Yes No
 - H. Whether the Property is historically designated or falls within an existing or proposed Historic District Yes No
 - I. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies Yes No
 - J. Any differences between the name of the city in the postal/ mailing address and the city which has jurisdiction over the property Yes No

Explanation: 17 F- PROPOSED GOVERNMENT LANDSCAPING REQUIREMENTS


The property is in a brush area and the fire department conducts an inspection of the area every year around May 1st to make sure the dry weed and bushes, or dead trees are removed, as well as branches that need to be cleared at least 3 feet away from a building structure. you must comply by the asked date to make sure you don't receive a penalty fee.


- 18. OTHER:** **ARE YOU (SELLER) AWARE OF...**
- A. Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present ... Yes No
 - B. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth Yes No
 - C. Whether the Property was originally constructed as a Manufactured or Mobile home Yes No
 - D. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer Yes No

Explanation: _____

19. (IF CHECKED) **ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

Seller represents that Seller 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 Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller'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 Seller relieves Seller from his/her own duty of disclosure.

Seller  DocuSigned by: Arno Stephanian Date 05/29/2024

Seller 191015A96F90433  DocuSigned by: Edit Hartoonians Date 05/29/2024

6F9BB00C883487...

By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Property Questionnaire form.

Buyer _____ Date _____

Buyer _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

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

This addendum is given in connection with the property known as 10755 Owens Place, Tujunga, CA 91042 ("Property"), in which is referred to as ("Buyer") and Arno Stephanian, Edit Hartoonians is referred to as ("Seller").

[SPQ] Seller Property Questionnaire

1) 7. Repairs and Alterations – Explanation:

7. A: REPAIRS AND ALTERATIONS

The main house was remodeled during 2016-2017, that includes the kitchen cabinets and countertops, tile floors recessed lighting, bathroom and shower tiles as well.

7. B: ENERGY MODIFICATIONS

we added 16 Solar panels Nov of 2022 after the roof was replaced in October 2022. 8 panels for each unit. there is also an electric car charger port added on the side of the driveway next to the main power panel.

7. B: ENERGY MODIFICATIONS - SERVICE PROVIDERS

Eco Systems, www.ecoroofsolar.com

Tom Farmer: 714 231 2137

7. B: ENERGY MODIFICATIONS - OTHER INFO

Owens Corning Roof Warranty info:

Warranty # OC-2022-WR-1569649 (10753 Owens Pl)

Warranty # OC-2022-WR-1569646 (10755 Owens Pl)

See attached: ECO Systems Quote - Roof Review Arno Stephanian 10755 Owens Place

7. C: RECURRING MAINTENANCE

with the recently installed drains in the backyard it's recommended to check the drains reservoir where the dirt or rocks settle and clean the container so when it rains heavily it doesn't block the flow.

There are 2 screws on top that would need to be opened so the top can be removed. photo attached.

See attached: Ext Drain_with 2 screws.jpg

7. C: RECURRING MAINTENANCE - SERVICE PROVIDERS

Celestino Yok - repairs person

(continued on overflow page 2)

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

Buyer Date
Buyer Date
Seller Arno Stephanian Date 05/29/2024
Seller Edit Hartoonians Date 05/29/2024

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CALIFORNIA ASSOCIATION OF REALTORS®

TEXT OVERFLOW ADDENDUM No. 2 (C.A.R. Form TOA, Revised 6/23)

This addendum is given in connection with the property known as 10755 Owens Place, Tujunga, CA 91042 ("Property"), in which is referred to as ("Buyer") and Arno Stephanian, Edit Hartoonians is referred to as ("Seller").

[SPQ] Seller Property Questionnaire

1) 7. Repairs and Alterations – Explanation (continued):

7. D: PAINT

The interior and exterior walls have been painted recently after the tenants left the house and after the repairs were done.

2) 8. Structural, Systems, and Appliances – Explanation:

8. A: PROPERTY ITEM DEFECTS

8. A: HEATING

Due to the Power outage that happened in Tujunga, LADWP caused a high voltage power to pass through resulting in damaging many appliances and Heater motors to burn out.

8. A: HEATING - MAINTENANCE, REPAIR

the Heater blower motor and module of both roof top package units have been replaced with a brand new one. 2 months ago.

8. A: FIREPLACE

We never installed a gas starter for the fireplace and it was only used for wood burning back when we lived. we asked the tenants to not use the fireplace. the fireplace does have the gas pipe connection up to the burning area, but it needs a starter to be used as a gas burning fireplace.

8. D (1)

See attached: Certificate of Occupancy 10753 Owens pl, Owens PI permit invoice

8. D (2)

Gas and Electricity and Waste management is Separate for the ADU unit. SoCal Gas and LADWP are the providers.

Water is combined with the main house.

(continued on overflow page 3)

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

Buyer Date

Buyer Date

Seller DocuSigned by: Arno Stephanian Date 05/29/2024

Seller 191015A96F90433... Edit Hartoonians Date 05/29/2024

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TEXT OVERFLOW ADDENDUM No. 3
(C.A.R. Form TOA, Revised 6/23)

This addendum is given in connection with the property known as 10755 Owens Place, Tujunga, CA 91042

_____ (“Property”),
in which _____ is referred to as (“Buyer”)
and Arno Stephanian, Edit Hartoonians is referred to as (“Seller”).

[SPQ] Seller Property Questionnaire

2) 8. Structural, Systems, and Appliances – Explanation (continued):

8: STRUCTURAL, SYSTEMS AND APPLIANCES - ADDITIONAL INFO

All appliances are in great working condition.

3) 10. Water-Related and Mold Issues – Explanation:

10. A: WATER INTRUSION

Due to the 2 rain storms in the last 2 years the tenants had a lot of items in the back of the house that were blocking the way of water and some water seeped through from outside that caused water damage to the back 2 rooms in the house that effected under the laminate flooring and behind the drywalls. water damage was not visible from the inside interior part of the walls. no major damage was caused. The tenants first noticed it a year ago and we added multiple drainages in the backyard and that never happened again. Recently we added a concrete base around the house that directs the water away from the property and protects the exterior walls. But because the tenants wouldn't leave so we can replace the laminate flooring inside the 2 rooms, we had to wait to redo the flooring after they left.

10. A: WATER INTRUSION - MAINTENANCE, REPAIR

Dehumidifiers were used to make sure all humidity is removed, no structural damage was caused, 2 feet of the drywalls have been replaced to ensure nothing remains, new insulation have been installed where the walls were opened, sealants and moisture barriers have been applied and new water proof laminate flooring has been installed in the 2 rooms.

10. B: MOLD, MILDEW, FUNGUS, SPORES

There was some mold behind the drywalls that were water damaged only in some small areas but everything was already dry since we installed the drain after the issue the water stopped from entering. the location was the left back corner of the property.

10. B: MOLD, MILDEW, FUNGUS, SPORES - REMEDIATION

Dehumidifiers were used to make sure all humidity is removed, no structural damage was caused, 2 feet of the drywalls have been replaced to ensure nothing remains, new insulation have been installed where the walls were opened, sealants and moisture barriers have been (continued on overflow page 4)

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

Buyer _____ Date _____

Buyer _____ Date _____

Seller Arno Stephanian Date 05/29/2024

Seller Edit Hartoonians Date 05/29/2024

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CALIFORNIA ASSOCIATION OF REALTORS®

TEXT OVERFLOW ADDENDUM No. 4 (C.A.R. Form TOA, Revised 6/23)

This addendum is given in connection with the property known as 10755 Owens Place, Tujunga, CA 91042

(“Property”), in which is referred to as (“Buyer”) and Arno Stephanian, Edit Hartoonians is referred to as (“Seller”).

[SPQ] Seller Property Questionnaire

3) 10. Water-Related and Mold Issues – Explanation (continued):

applied and new water proof laminate flooring has been installed in the 2 rooms.

4) 15. Title, Ownership, Liens, and Legal Claims – Explanation:

15. G- PACE LIEN

Hard Money Loan secured by a lien:

AIAA Home Holdings, LLC

2 x Solar loans for each unit.

MOSAIC Loans

15: TITLE, OWNERSHIP LIENS AND LEGAL CLAIMS - ADDITIONAL INFO

The Loan and the 2 solar loans will be paid off after close of escrow.

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

Buyer Date

Buyer DocuSigned by: Date

Seller Arno Stephanian Date 05/29/2024

Seller Edit Hartoonians Date 05/29/2024

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CITY OF LOS ANGELES CALIFORNIA



ERIC GARCETTI
MAYOR

CERTIFICATE OF OCCUPANCY

| | | | | | | | |
|---|--|---|---------------------|-------------------------|--------------------------|--|--|
| <p>OWNER STEPHANIAN, ARNO AND HARTOONIANS, EDIT</p> <p>10755 OWENS PL TUJUNGA CA 91042</p> | <p>No building or structure or portion thereof and no trailer park or portion thereof shall be used or occupied until a Certificate of Occupancy has been issued thereof Section 91.109.1 LAMC</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"> CERTIFICATE BY: ANTHONY J GIANNINI </td> <td style="width: 20%;"> Issued-Valid </td> <td style="width: 20%;"> DATE: 03/04/2019 </td> </tr> <tr> <td colspan="3"> GREEN - MANDATORY </td> </tr> </table> | CERTIFICATE BY: ANTHONY J GIANNINI | Issued-Valid | DATE: 03/04/2019 | GREEN - MANDATORY | | |
| CERTIFICATE BY: ANTHONY J GIANNINI | Issued-Valid | DATE: 03/04/2019 | | | | | |
| GREEN - MANDATORY | | | | | | | |

SITE IDENTIFICATION
ADDRESS: 10753-10755 N OWENS PL 91042

LEGAL DESCRIPTION

| TRACT | BLOCK | LOT(s) | ARB | CO. MAP REF # | PARCEL PIN | APN |
|----------|-------|--------|-----|---------------|-------------|--------------|
| TR 25430 | | 29 | | MB 770-21/25 | 207B201 107 | 2553-007-029 |

This certifies that, so far as ascertained or made known to the undersigned, the building or portion of building described below and located at the above address(es) complies with the applicable construction requirements (Chapter 9) and/or the applicable zoning requirements (Chapter 1) of the Los Angeles Municipal Code for the use and occupancy group in which it is classified and with applicable requirements of the State Housing Law for the following occupancies and is subject to any affidavits or building and zoning code modifications whether listed or not.

COMMENT: Convert 21'6" x 23' attached garage into an Accessory Dwelling Unit as per AB94 & SB229, accessory to the existing main SFD on lot. 2 open stall parking spaces required and provided on site, no added parking required for ADU

| | |
|---|--|
| USE PRIMARY Accessory Dwelling Unit | OTHER Dwelling - Single Family |
|---|--|

PERMITS
18016-20000-23695

DEPARTMENT OF BUILDING AND SAFETY

STRUCTURAL INVENTORY

| ITEM DESCRIPTION | CHANGED | TOTAL |
|---------------------------------------|-----------|----------|
| Accessory Dwelling Unit | 1 Units | 1 Units |
| Dwelling Unit | 0 Units | 1 Units |
| Floor Area (ZC) | 495 Sqft | |
| Foundation - Continuous Footing | | |
| Residential Floor Area | 495 Sqft | |
| Type V-B Construction | | |
| Wall Construction - Wood Stud | | |
| Wood (Plywood, OSB, etc.) Shearwall | | |
| R3 Occ. Group | 495 Sqft | |
| U Occ. Group | -495 Sqft | |
| Parking Req'd for Site (Auto+Bicycle) | 0 Stalls | 2 Stalls |
| Provided Standard for Site | 0 Stalls | 2 Stalls |
| Total Provided Parking for Site | 0 Stalls | 2 Stalls |



APPROVAL

| | |
|--------------------|--------------------|
| CERTIFICATE NUMBER | 183212 |
| BRANCH OFFICE: | VN |
| COUNCIL DISTRICT: | 7 |
| BUREAU: | INSPECTN |
| DIVISION: | RESDINSP |
| STATUS: | CoFO Issued |
| STATUS BY: | ANTHONY J GIANNINI |
| STATUS DATE: | 03/04/2019 |

APPROVED BY: ANTHONY J GIANNINI
 EXPIRATION DATE:



DocuSigned by:

05/29/2024

DocuSigned by:

05/29/2024

Edit Hartoonians

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ROOF REVIEW

SEP 26, 2022

We can help you with
Roofing, Solar, Battery, Painting
Residential & Commercial License #1062964

infoECO411@gmail.com
(310) 260-5611

ARNO STEPHANIAN

10755 Owens Place
Tujunga, CA
91042

INTRODUCTION

Hi Arno,

Thank you for the opportunity to repair and replace the roof on your home. Please find your estimate below.

The following estimate is for:

1. Removal and disposal of existing materials down to the wood deck
2. Supply and installation of new materials
3. Clean up of entire work area (all nails and other materials) daily
4. Clean all gutters when roof is done (if applicable)
5. Your own dedicated project manager
6. All of our crew members are trained and certified
7. CSLB licenses: 'B' General Contractor, C-39 Roof
8. Audit of all work completed by Quality Control Officer

We carry \$2M liability insurance with you named on the Certificate of Insurance.

We have regular safety training sessions for our staff to ensure safe practices. Once the job is complete, we conduct a full inspection on your home to ensure all of the work was done correctly up to our strict standards.

Our mission is to provide the best value to our clients by exceeding your expectations.

Kind regards,

Thomas Farmer
(714) 231-2137
tfarmer411@gmail.com

**10755 Owens Place
& 10735 Owens Place**

The forward unit is the
addition

Single mid-ridge roof
approx. 2100 sf with rear
flat roof of about 400sf



**10755 Owens Place
Roof Condition**

The roof is well worn and past its useful life. Note the shingle has lost the protective granules and the fiberglass mat is now exposed to the elements.



Pipes, Stacks, Vents

All will be sealed properly and replaced if necessary.



CHIMNEY

**Above roof
& below**

Note the flashing is not properly “stepped” and there is water damage on wood underneath





FLAT

It is worn yet it is structurally sound and the seams are intact.



SHINGLE

Looks like it may have "overlay" that is why not very smooth.

RE-ROOF

| Description | Qty | Unit price | Line total |
|--|-----|-----------------------|-------------|
| Asphalt Shingle Roof | | | |
| Install Owens Corning Duration Cool Roof System | 1 | \$19,695.00 | \$19,695.00 |
| Work Scope: | 1 | | |
| 1. Remove current shingle layers | | | |
| 2. Inspect wood deck repair to code | | | |
| 3. Install full Owens Corning Roof System | | | |
| Weatherlock Underlayment | | | |
| Deck Defense Underlayment | | | |
| Starter Shingle | | | |
| Duration Cool Premium Shingle | | | |
| Ridge Vent System | | | |
| Deco Ridge Cap | | | |
| 4. Repair and restore the flat rear section and seal with commercial grade waterproof membrane | | | |
| 5. Clean worksite each day | | | |
| 6. Manage all permit acquisition and inspections | | | |
| | | Quote subtotal | \$19,695.00 |
| | | Total | \$19,695.00 |



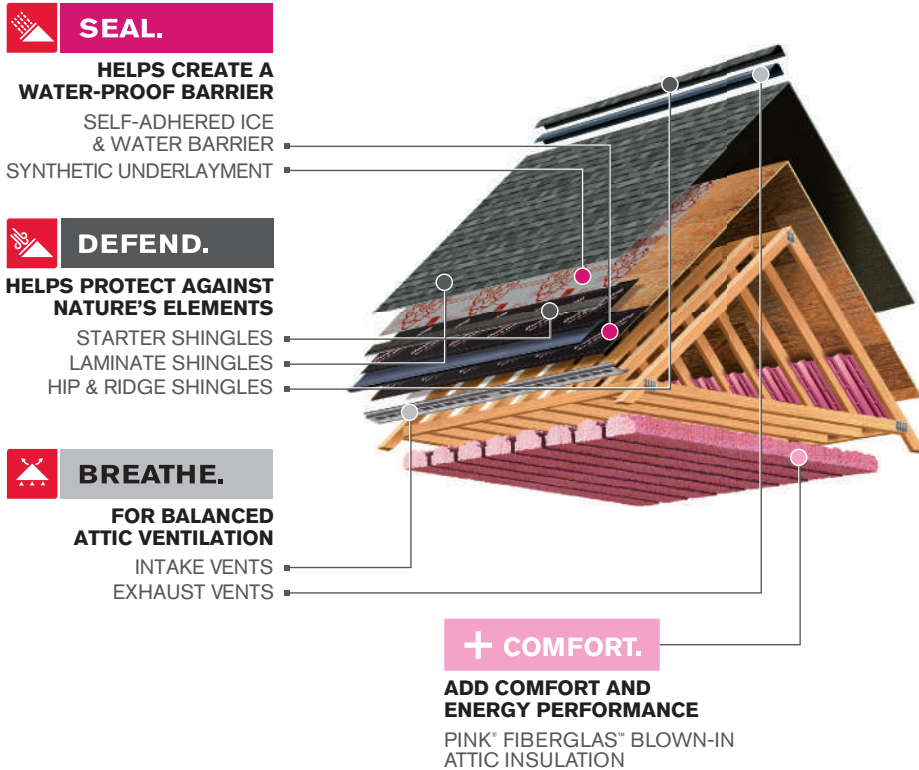
The Total Protection Roofing System^{®^}

The Total Protection Roofing System integrates highly engineered roofing components and layers designed, built and tested to deliver total protection.



Preferred Protection Limited Warranty Eligibility

- Purchase and install Owens Corning[®] Roofing shingles and at least four of the following Owens Corning Roofing components:
 - Self-Adhered Ice & Water Barrier
 - Underlayment
 - Starter Shingles
 - Hip & Ridge Shingles
 - Intake or Exhaust Vents
- **NOTE: Owens Corning[®] Underlayment and Hip & Ridge Shingles are required**
- An Owens Corning Roofing Platinum or Preferred Contractor must install roofing shingles and components and register warranty within 60 days of installation*.



| | Standard Coverage | | | Preferred Protection Coverage | | |
|---|-----------------------|---|-------------|-------------------------------|---|--------------------------|
| | Term | Material | Workmanship | Term | Material | Workmanship ⁴ |
| SINGLE FAMILY | | TRU PROtection [®] Period ¹ | | | TRU PROtection [®] Period ² | |
| Berkshire [®] | Lifetime ³ | 10 Years | None | Lifetime ³ | 50 Years | 10 Years |
| Woodmoor [®] , Woodcrest [®] , WeatherGuard [®] HP | | | | | | |
| All Duration [®] Series Shingles | | | | | | |
| Oakridge [®] | 25 Years | 5 Years | | 25 Years | 15 Years | 10 Years |
| Supreme [®] | | | | | | |
| ALL OTHER STRUCTURES | | | | | | |
| Berkshire [®] | 40 Years | 5 Years | None | 50 Years | 20 Years | 10 Years |
| Woodmoor [®] , Woodcrest [®] , WeatherGuard [®] HP | | | | | | |
| All Duration [®] Series Shingles | | | | | | |
| Oakridge [®] | 25 Years | | | 40 Years | 15 Years | 10 Years |
| Supreme [®] | | | | | | |

NOTE: Wind period is fifteen (15) years for all products other than Supreme[®] which is five (5) years. Wind resistance speed coverage varies by product. See actual warranty for details and requirements.

* See actual warranty for complete details, limitations, and requirements.

[^] Excludes non-Owens Corning[®] roofing products such as flashing, fasteners, pipe boots and wood decking.

1 Coverage includes cost of materials and labor, but not tear-off and disposal. After the TRU PROtection[®] period has expired, coverage is prorated for materials only.

2 Coverage includes cost of materials, labor, tear-off, and disposal. After the TRU PROtection[®] period has expired, coverage is prorated for materials only.

3 For as long as owner owns home.

4 Contractor is responsible for covering the first two (2) years of workmanship. See warranty for complete details.

ECO Systems
Preferred #232149

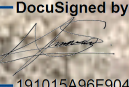
Owens Corning Roofing and Asphalt, LLC

One Owens Corning Parkway
Toledo, Ohio 43659 USA
Ph: 1-800-GET-PINK[®] | 1-800-438-7465

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Project Universal City - COATINGS



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05/29/2024

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05/29/2024





Bldg-Alter/Repair **GREEN - MANDATORY** City of Los Angeles - Department of Building and Safety
 1 or 2 Family Dwelling
 Expanded Counter Plan Check
 Plan Check

**APPLICATION FOR BUILDING PERMIT
 AND CERTIFICATE OF OCCUPANCY**

Last Status: Corrections Issued
 Status Date: 07/25/2018

| 1. TRACT | BLOCK | LOT(s) | ARB | COUNTY MAP REF # | PARCEL ID # (PIN #) | 2. ASSESSOR PARCEL # |
|----------|-------|--------|-----|------------------|---------------------|----------------------|
| TR 25430 | | 29 | | M B 770-21/25 | 207B201 107 | 2553 - 007 - 029 |

3. PARCEL INFORMATION

| | | |
|---|---|-----------------------------|
| Alquist Priolo - YES | Certified Neighborhood Council - Sunland-Tujunga | Energy Zone - 9 |
| Area Planning Commission - North Valley | Community Plan Area - Sunland-E LaTuna Cyn-Lakevw | Fire District - VHFHSZ |
| LADBS Branch Office - VN | Census Tract - 1011.22 | Front Yard Setback - 20-FY |
| Baseline Hillside Ordinance - Yes | District Map - 207B201 | Hillside Grading Area - YES |
| Council District - 7 | Environmentally Sensitive Area - YES | Hillside Ordinance - YES |

ZONES(S): RS-1

4. DOCUMENTS

| | | |
|--|---------------------|-------------------------|
| ZI - ZI-2462 Modifications to SF Zones | ORD - ORD-135870 | CPC - CPC-2004-7771-ICO |
| ZAI - ZAI-2733 | ORD - ORD-92116 | CPC - CPC-967 |
| ORD - ORD-128730 | HLSAREA - Yes | BHO - Yes |
| ORD - ORD-129279 | CPC - CPC-1953-5452 | |

5. CHECKLIST ITEMS

| | |
|--|--|
| Special Inspect - Anchor Bolts | Combine HVAC - Wrk. per 91.107.2.1.1.1 |
| Special Inspect - Epoxy Bolts | Combine Elec - Wrk. per 91.107.2.1.1.1 |
| Std. Work Descr - Seismic Gas Shut Off Valve | Combine Plumbg - Wrk. per 91.107.2.1.1.1 |

6. PROPERTY OWNER, TENANT, APPLICANT INFORMATION

Owner(s):
 STEPHANIAN, ARNO AND HARTOONIA 10755 OWENS PL. TUJUNGA CA 91042

Tenant:

Applicant (Relationship: Agent for Owner)
 JUAN CARLOS JIMENEZ - (818) 770-1997

| 7. EXISTING USE | PROPOSED USE | 8. DESCRIPTION OF WORK |
|--|---|--|
| (01) Dwelling - Single Family (07) Garage - Private | (01) Dwelling - Single Family (01) Accessory Dwelling Unit | CONVERT THE (E) 23'X21'6" ATTACHED GARAGE INTO A(N) ADU PER AB 494 AND SB 229 FOR ACCESSORY DWELLING UNITS |

9. # Bldgs on Site & Use: 1 SFD W/ ATT GAR

For inspection requests, call toll-free (888) LA4BUILD (524-2845).
 Outside LA County, call(213) 482-0000 or request inspections via
www.ladbs.org. To speak to a Call Center agent, call 311. Outside
 LA County, call(213) 473-3231.

10. APPLICATION PROCESSING INFORMATION

| | |
|------------------------------|------------|
| BLDG. PC By: Marvel Delacruz | DAS PC By: |
| OK for Cashier: | Coord. OK: |
| Signature: | Date: |

For Cashier's Use Only W/O #: 81623695

11. PROJECT VALUATION & FEE INFORMATION Final Fee Period

| Permit Valuation: | \$20,000 | PC Valuation: | |
|--------------------------------------|-----------------|--------------------------------|--------|
| FINAL TOTAL Bldg-Alter/Repair | 1,184.95 | Dwelling Unit Construction Tax | 200.00 |
| Permit Fee Subtotal Bldg-Alter/Re | 348.00 | Residential Development Tax | 300.00 |
| Energy Surcharge | | CA Bldg Std Commission Surchar | 1.00 |
| Electrical | 90.48 | Green Building | |
| HVAC | 45.24 | Permit Issuing Fee | 0.00 |
| Plumbing | 90.48 | Linkage Fee | 0.00 |
| Plan Check Subtotal Bldg-Alter/R: | 0.00 | | |
| E.Q. Instrumentation | 2.60 | | |
| D.S.C. Surcharge | 17.30 | | |
| Sys. Surcharge | 34.61 | | |
| Planning Surcharge | 20.88 | | |
| Planning Surcharge Misc Fee | 10.00 | | |
| Planning Gen Plan Maint Surchar | 24.36 | | |
| Sewer Cap ID: | | Total Bond(s) Due: | |

DocuSigned by:

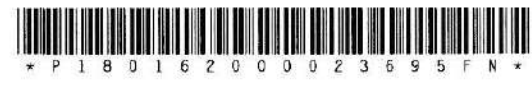
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12. ATTACHMENTS

Plot Plan



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05/29/2024

PLEASE READ AND REVIEW THE DOCUMENTS THAT FOLLOW THIS PAGE:

1. DISCLOSURE AND CONSENT TO ELECTRONIC RECEIPT OF LOAN DISCLOSURES;
2. AUTHORIZATION TO OBTAIN CONSUMER REPORTS & TO SHARE INFORMATION;
3. CALLING/TEXT MESSAGING & CALL RECORDING CONSENT;
4. HOME IMPROVEMENT LOAN AGREEMENT, PROMISSORY NOTE, TRUTH IN LENDING ACT DISCLOSURES (WHICH INCLUDES AN ARBITRATION PROVISION), AND HOME IMPROVEMENT LOAN AGREEMENT AND PROMISSORY NOTE SECURITY INTEREST ADDENDUM (IF APPLICABLE) (together “Home Improvement Loan Agreement”);
5. AUTHORIZATION FOR DIRECT PAYMENT VIA ACH (if applicable);
6. PRIVACY NOTICE (GRAMM-LEACH-BLILEY ACT) AND
7. NOTICE OF RIGHT TO CANCEL—TWO (2) FORMS TO BE EXECUTED IF YOU WISH TO EXERCISE RIGHT.
8. ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT TO TERMS OF HOME IMPROVEMENT LOAN PACKAGE (“Home Improvement Loan Package”)

UPON COMPLETING YOUR REVIEW, AND ASSUMING YOU WANT TO CONTINUE WITH THIS TRANSACTION, PLEASE EXECUTE THE DOCUMENT ENTITLED “ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT TO TERMS OF HOME IMPROVEMENT LOAN PACKAGE (“Home Improvement Loan Package”)” WHERE INDICATED.

DISCLOSURE AND CONSENT TO ELECTRONIC RECEIPT OF LOAN DISCLOSURES

WebBank, Member FDIC its assigns, successors, agents, representatives, vendors, servicers (collectively, “we,” or “us”) may be required by law to give you certain information “in writing,” or electronically with your informed consent. You agree, in accordance with the terms set forth below, to the electronic receipt of information and disclosures and the use of electronic signatures, in connection with the Mosaic platform or any products or services offered through the Mosaic platform, including any credit application, any resulting loan agreement, any disclosures relating to your application and/or loan agreement, any payment plan, or any other agreement related to your application and/or loan agreement (collectively, “Loan Disclosures”). Please read the information below carefully and thoroughly.

You acknowledge and agree that we may provide you with the Loan Disclosures in electronic format, and that we are not required to send a paper document to you, unless and until you withdraw your consent as described below. All Loan Disclosures that we provide to you in electronic format will be provided in one of the following formats: (i) on our online platform, including the DocuSign, Inc. (“DocuSign”) electronic signing system; (ii) via e-mail which may include attached Portable Document Format (PDF) documents; or (iii) via a text message to your mobile device through an HTML hyperlink that may link to our online platform or to PDF documents. Loan Documents on our online platform, including DocuSign, may be downloaded or printed as PDF documents.

1. Getting paper copies.

You may request from us a paper copy of any Loan Disclosure provided or made available to you electronically without charge, provided that such request is made within a reasonable time after the Loan Disclosure was first provided to you. To request paper copies, you must call (855) 746-7849 or send an e-mail to support@joinmosaic.com with the subject line “Past Paper Copy Request” and in the body of the e-mail you must state your e-mail address, full name, US Postal address, and telephone number.

2. Withdrawing your consent.

If your consent to receive electronic disclosures was provided via text message, replying to any text message that we send to you with only the word “STOP” will withdraw your consent for disclosure via SMS message. If your consent to receive Loan Disclosures was provided via text message and you also separately provided your consent to receive Loan Disclosures by email, replying to any text message that we send to you with only the word “STOP” will only withdraw your consent to receive Loan Disclosures via text message. We will continue to send you Loan Disclosures via email.

You may withdraw your consent to receive Loan Disclosures in all electronic forms by calling (855) 746-7849, or by sending an e-mail to support@joinmosaic.com with the subject line of

“Future Paper Copy Request” and in the body of the e-mail request you must state your e-mail address, full name, US Postal Address, and telephone number.

Your withdrawal of consent will be effective only after we have had a reasonable period of time to process your request. If you withdraw your consent to receive Loan Disclosures in electronic form, we will deliver your Loan Disclosures only in paper format. Please be aware that if you elect to receive Loan Disclosures only in paper format prior to the submission of an application, your application will not be processed. If you elect to receive Loan Disclosures only in paper format, after your loan is approved, it may slow the speed at which services can be delivered to you.

3. To advise of your new e-mail address or mobile phone number.

If you enroll in electronic disclosures by e-mail, you are required to provide us with an accurate and complete e-mail address and promptly notify us if you change your e-mail address. To let us know of a change in your e-mail address, you must send an e-mail message to support@joinmosaic.com with the subject line “Email Address Change” and in the body of the e-mail you must state your previous e-mail address and your new e-mail address.

If you enroll in electronic disclosures by text messages, you are required to provide us with an active mobile phone number and promptly notify us if you change your mobile phone number. To let us know of a change in your mobile phone number, you must send an e-mail message to support@joinmosaic.com with the subject line “Mobile Number Change” and in the body of the e-mail you must state your previous mobile phone number and your new mobile phone number.

Your failure to provide a valid e-mail address / mobile phone number or the malfunction of a previously valid e-mail address / mobile number may be treated as a withdrawal of your consent to receive electronic documents.

4. Required hardware and software.

In order to access, view and retain the Loan Disclosures we make available to you in electronic form, you must provide at your own expense an Internet connected device. You must also have the following additional hardware and software requirements:

| | |
|--------------------------|--|
| Desktop Operating System | If you intend to access Loan Disclosures through a desktop computer, you will need a recent operating system that supports the Internet Browser, PDF Reader, E-Mail, and Storage Capacity requirements listed below, such as Microsoft Windows (Windows 2000 or higher) or Apple OS (OS X or higher). |
| Mobile Operating System | If you intend to access Loan Disclosures through a mobile device (such as a smart phone, tablet, or similar device), you will need a recent operating system that supports the Internet Browser, PDF Reader, E-Mail or SMS Access, and Storage Capacity requirements listed below, such as Android OS (Android 9 or higher) or Apple iOS (iOS 11 or higher). |

| | |
|---------------------------|--|
| Internet Browsers | Final release versions of: Edge 42® or higher (Windows or Android), Google® Chrome™ 71 or higher (Windows, macOS, Android or iOS), Mozilla Firefox 47 or higher (Windows, Android or macOS), Firefox 18 or higher (iOS), Safari™ 11 or higher (macOS or iOS), Opera 57 or higher (Windows), Opera Touch 1.10 or higher (iOS or Android), Samsung internet browser (Android). Pre-release (e.g. beta) versions of browsers are not supported. |
| Internet Browser Settings | Allow per session cookies; must be JavaScript-enabled. |
| PDF Reader | Software that enables you to view and print Portable Document Files (PDF), such as Adobe® Acrobat Reader or similar. To the extent your desktop computer or Android mobile device does not already have such software installed, you can install Adobe Reader here . To the extent your Apple mobile device does not already have such software installed, you can install Adobe Reader through the App Store. Other options may also be available. |
| E-Mail | An active e-mail account and e-mail software that can display e-mails. |
| Text Message (SMS) Access | If you wish to access Loan Disclosures through text messages that include HTML links, you will need a cellular plan that includes the capability to receive text messages. Your cellular plan will also need to include capability allowing you to access the internet through the service (<i>i.e.</i> , a data plan) Alternatively, you will need the capability to receive text messages and access the Loan Disclosures when connected to a wireless network. |
| Storage Capacity | Sufficient electronic storage capacity on your computer's hard drive, mobile device, or other data storage media or service to retain the Loan Disclosures and/or a printer to print them. |

We reserve the right to discontinue support of a version of hardware or software mentioned above if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with Loan Disclosures. If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Disclosures, we will give you notice of the revised hardware or software requirements.

Continuing to use electronic services after receiving notice of the change is reaffirmation of your consent.

Federal Law

All Loan Disclosures we provide to you in either electronic or paper format will be considered "in writing". You should print or download for your records a copy of this Disclosure and Consent of Electronic Receipt of Loan Disclosures ("E-Sign Consent") and any other Loan

Disclosures. You agree and we both intend the federal Electronic Signatures in Global and National Commerce Act to apply to (i) this E-Sign Consent and (ii) our ability to conduct business with you by electronic means.

5. Termination/Changes

We reserve the right, in our sole discretion, to provide you with any Loan Disclosures in paper format and to discontinue electronic provision of Loan Disclosures at any time. We will provide you with notice of any such termination or change as required by law.

6. Acknowledging your access and consent to receive materials electronically.

By signing below, you: (i) confirm your consent to receive Loan Disclosures in electronic format; (ii) affirmatively demonstrate your ability to access and read, and also print or save, this E-Sign Consent and the Loan Disclosures; (iii) confirm that you have provided a valid e-mail address at which we can send electronic Loan Disclosures to you; (iv) have access to software and hardware that satisfies the above requirements; (v) agree to the terms and conditions of this E-Sign Consent; and (vi) affix your electronic signature to this E-Sign Consent.

I AGREE

COPY VIEW

AUTHORIZATION TO OBTAIN CONSUMER REPORTS & TO SHARE INFORMATION (Consent To Pull Credit – Soft Credit Pull & Hard Credit Pull)

Authorization And Consent To Pull Credit

A. Pre-Qualification Check—Eligibility Inquiry

You understand that by checking the “I Agree to the Important Terms and Conditions” box and clicking the “SUBMIT” button, WebBank, Member FDIC (together with its successors, assignees, vendors, representatives, loan servicer providers and each of the foregoing’s respective service providers (“we” or “us” or “our”) will perform a review of your pre-qualification to determine if you are potentially eligible for credit. This pre-qualification check will result in a **soft credit pull**. This pre-qualification inquiry does not affect your credit score and is only visible to you on your credit report. During the pre-qualification check, you authorize the review of consumer reporting information about you to make a determination on your potential eligibility for credit, and to verify the information in your pre-qualification check, which may include contacting third parties.

B. Application Submission—Credit Inquiry

If the pre-qualification review shows that you are eligible for a loan **and** you decide to move forward with obtaining a loan, you will click a button “CONTINUE TO APPLICATION” and submit a loan application. The submission of a loan application **and** the execution of a loan agreement and promissory note will result in a **hard credit pull**. This subsequent hard credit pull will be reflected on your credit report as an inquiry, may be viewed by other creditors, and may impact your FICO Score.

C. Authorization To Obtain Consumer Reports

You authorize us to obtain consumer reports and information about you from one or more consumer reporting agencies (i.e. Experian, Equifax, TransUnion) or other third parties, including when you submit a pre-qualification check, submit a subsequent loan application, and periodically throughout the term of any loan.

This authorization includes your agreement that WebBank and its service providers may use the information obtained from such reports or third parties, among other things: (a) in relation to your pre-qualification for potential credit; (b) in relation to your eligibility for credit in connection with a loan application; (c) in order to verify and authenticate your identity; (d) for internal modeling and analysis; and (e) to administer the presale or sale of a loan.

It also includes your agreement that we may use the information obtained from such reports or third parties, among other things; (a) in relation to the servicing, monitoring, collection or enforcement of any loan originated; (b) to determine at any time your continued eligibility for credit; (c) for internal modeling and analysis; and (d) to administer the presale or sale of a loan.

Authorization to Share Information

You authorize us to share any information obtained in your pre-qualification check, loan application, credit report, or from any third parties to effectuate the underlying credit transaction. You understand and authorize us to share the information obtained and collected during servicing, collection and enforcement of any loan. You also authorize us to share any information obtained (inclusive of your credit report) with potential investors or purchasers of any loan product you obtain.

COPY VIEW

CALLING/TEXT MESSAGING & CALL RECORDING CONSENT

You agree to the terms of this Calling/Text Messaging and Call Recording Consent. You agree that WebBank, Member FDIC, its assigns, successors, agents, representatives, vendors, servicers (collectively, “we,” or “us”) may contact you at the number(s) you have provided on or with your application for credit or any other number you provide to us, including through automated telephone dialing and text messaging systems to deliver messages or with the use of prerecorded and/or artificial voice. Among other reasons, we may contact you are to market products or services to you, with information or questions about your account relationship, regarding your application(s) current, future or past account(s), payments and other important communications relating to your account(s). Telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else.

These messages may also be recorded by your answering machine. You also understand and agree that, subject to applicable law, we may monitor and/or record any of your phone conversations with any of our representatives for training, quality control, evidentiary, and any other purposes. However, we are not under any obligation to monitor, record, retain, or reproduce such recordings, unless required by applicable law. You understand that, when you receive such calls or text messages you may incur a charge from the company that provides you with telecommunications services. You agree that we will not be liable to you for any fees, inconvenience, annoyance or loss of privacy in connection with such calls or text messages.

You understand that anyone with access to your telephone or email account may listen to or read the messages, notwithstanding our efforts to communicate only with you. If a telephone number(s) you have provided to us changes, or if you cease to be the owner, subscriber or primary user such telephone number(s), you agree to immediately give us notice of such facts so that we may update our records.

To request additional information, text HELP to any text message you receive or contact us by telephone at (855) 746-7849. To stop receiving text messages from us, you may reply to any text message that we send to you or initiate text message to us at 66742 with only the word “STOP.” We will process your request to stop receiving text messages within a reasonable time. To stop receiving autodialed and/or prerecorded/artificial voice calls from us, please contact us at (855) 746-7849 or support@joinmosaic.com.

HOME IMPROVEMENT LOAN AGREEMENT AND PROMISSORY NOTE

Home Improvement Loan Agreement Number: 586917Date: 10/07/2022

Eco Microfilters 2633 Lincoln Blvd, Santa Monica, CA 90405

Merchant: Name Address License/Registration No.

Edit Hartoonians 7547 Kyle Street, Los Angeles, CA 91042

Borrower: Name Principal Address

10753 Owens Place, Los Angeles, CA 91042

Installation Address (if applicable and if different from Principal Address)

DEFINITIONS: As used in this Loan Agreement and Promissory Note ("Note"), "you" and "your" mean Borrower, and "we," "us" and "our" mean WebBank, Member FDIC ("WebBank"). "Merchant" means the Merchant identified above.

FEDERAL TRUTH IN LENDING ACT ("TILA") DISCLOSURES

| ANNUAL PERCENTAGE RATE ("APR") (e) | FINANCE CHARGE (e) | Amount Financed (e) | Total of Payments (e) |
|--|--|--|--|
| The cost of your credit as a yearly rate | The dollar amount the credit will cost you | The amount of credit provided to you or on your behalf | The amount you will have paid after you have made all scheduled payments |
| <u>8.24% (e)</u> | <u>\$25,235.03 (e)</u> | <u>\$20,825.00 (e)</u> | <u>\$46,060.03 (e)</u> |

Payment Schedule (e): You must make 239 (e) monthly payments of \$191.93 (e) and then one final payment of \$188.76 (e). We estimate that your first payment will be due on 11/12/2023 (e) and the final payment will be due on 10/12/2043 (e) (the "maturity date").

Security: You are giving a security interest in the personal property you are purchasing in this transaction and your rights concerning such personal property under any related agreement.

Late Fee: If any part of a payment is more than 15 days late, you will be charged a late charge of 5% of the amount due or \$10, whichever is less (as permitted by law).

Prepayment: If you pay all or part of this loan early, you will not have to pay a penalty.

Contract Reference: See the remainder of this Note for any additional information about nonpayment, default, our right to accelerate maturity of this Note and prepayment rebates and penalties.

(e) means estimated.

ITEMIZATION OF AMOUNT FINANCED

Advance to Merchant * Eco Microfilters \$20,825.00 (e)

* Merchant may provide us a fee or discount against this advance. The amount shown is not reduced by any such fee or discount. Irrespective of the "Advance to Merchant," you remain contractually bound to repay the full amount borrowed.

This is a DEFERRED INTEREST Loan. You must pay your Loan in full by 10/12/2023 to avoid paying accrued interest charges.

THIS NOTE INCLUDES AN ARBITRATION AGREEMENT, WHICH UNLESS YOU ARE A MILITARY LENDING ACT COVERED BORROWER WILL HAVE A SUBSTANTIAL IMPACT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US OR BETWEEN YOU AND MERCHANT. FOR EXAMPLE, WE (OR MERCHANT) MAY REQUIRE YOU TO ARBITRATE ANY CLAIM YOU INITIATE. IF SO, YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION. YOU HAVE A RIGHT TO REJECT THE ARBITRATION AGREEMENT AS DESCRIBED BELOW.

ADDITIONAL TERMS AND CONDITIONS

ADVANCES TO FINANCE HOME IMPROVEMENTS AND/OR HOME IMPROVEMENT PRODUCTS: You have entered into a separate agreement with Merchant (the "Merchant Agreement"), which describes: (1) home improvement products you are purchasing from Merchant (the "Products"); and/or (2) the installation of the Products (or other products) for use at the principal address or installation address set forth above, as applicable (the "Residence") by Merchant at the Residence (the "Installation"). Subject to our confirmation of the information in your credit application, we are prepared to make you a loan (the "Loan") of the amount you need to finance the Products and/or Installation. This Note sets forth the terms of the Loan.

LOAN DISBURSEMENT: We will disburse Loan funds to Merchant. The date(s) we disburse Loan proceeds to your Merchant is the "Disbursement Date(s)." We may disburse portions of your Loan proceeds to your Merchant at various stages depending on the Products or services you are purchasing. For example, we may disburse portions of your Loan proceeds after you sign this Note and it is approved by us, when Products are ordered by the Merchant or, if applicable, at completion of any Installation, and/or any other milestones we deem appropriate. WebBank has the discretion to modify or change the disbursement schedule stated herein at any time without prior written or verbal notice as permitted by law.

If less than 100% of the Loan proceeds are disbursed with the initial disbursement, the parties agree that additional disbursements will not be made more than one hundred and eighty (180) days after the initial Disbursement Date. You understand that in a situation where no additional disbursements are made because it has been more than one hundred and eighty (180) days since the initial Disbursement Date, the Products and/or Installation contemplated by the separate agreement with Merchant may be incomplete. You agree to honor your promise to pay us the Amount Financed provided below regardless.

INTEREST; PROMISE TO PAY: The Amount Financed is the amount of Loan proceeds we disburse to Merchant under this Note and is shown in the TILA Disclosures set forth above. The Amount Financed may be estimated depending on your first payment date. It is not reduced by any fee or discount Merchant provides us.

You agree to pay us the Amount Financed, together with interest on the unpaid balance of the Amount Financed from time to time, commencing on the date(s) we disburse Loan proceeds to your Merchant and ending on the date of payment in full. Your Loan has a Promotional Period commencing on the Disbursement Date and ending twelve (12) months later. If your loan is disbursed in two or more parts as described in 'Loan Disbursement' above, the Promotional Period begins on the first Disbursement Date and ends twelve (12) months later. If you pay the entire Amount Financed before the Promotional Period ends, we will reverse all interest and treat your payments as payment in full of all amounts due under this Note. If you pay less than the entire Amount Financed during the Promotional Period, then when the Promotional Period ends, we will add to your unpaid Amount Financed any unpaid interest that accrued from the Disbursement Date(s). Your Loan will be re-amortized in connection with certain "Re-amortization Events" (defined below) as described in the PREPAYMENTS AND PARTIAL PAYMENTS section below. At each Re-amortization Event, any past due interest will be added to your principal balance due, such that the applicable Re-amortization Event may result in your monthly payment increasing. Depending on whether you are current on the Loan Agreement, the adjustment to the monthly loan payment amount may result in an amount that stays the same, increases, or decreases. Interest is charged at an annual rate of 7.99% if you pay by automatic recurring monthly ACH (equivalent to a daily rate of 0.0219%) or 8.24% if you pay by any other method (equivalent to a daily rate of 0.0226%). You also agree to pay us any fees that may be assessed. Estimated monthly payment amounts and payment due dates are shown on the Payment Schedule included in the TILA Disclosure. We will disclose the exact payment amounts and due dates in monthly statements we send you. Your first payment will be due one month after the date the Promotional Period expires. Any payments you make during the Promotional Period will reduce the Amount Financed and result in lower interest charges than if you make no payments or fewer payments are made during such periods.

PAYMENT IN FULL BEFORE END OF PROMOTIONAL PERIOD: If you prepay the full unpaid Amount Financed during the Promotional Period, you will not pay any interest charges.

PAYMENT METHOD: You may pay by automatic recurring monthly ACHs we initiate (per your consent and authorization) or by check you arrange or send each month yourself. You may change your payment method by following the instructions in the "Authorization for Direct Payment via ACH" (the "ACH Election") or managing your account online at <https://joinmosaic.myaccountinfo.com/Account/LogOn>. If you pay by check, you must include your Loan Number on your check. If you change your payment method, it will change your APR as described above in INTEREST; PROMISE TO PAY.

If you want to make a one-time payment by ACH, you can call the phone number on the first page of this Note or arrange for the ACH online at <https://joinmosaic.myaccountinfo.com/Account/LogOn>. You may change your payment method by following the instructions in the ACH Election form or managing your account online at <https://joinmosaic.myaccountinfo.com/Account/LogOn>.

If you make loan payments by automatic recurring monthly ACH, you will receive a discount of 0.25% from the APR that would otherwise apply. If: (1) you revoke the ACH Election, (2) we revoke the ACH election due to the dishonor of one or more ACHs made pursuant to the ACH Election or (3) the ACH Election is revoked as a matter of law due to a bankruptcy filing, the APR will increase by 0.25% as of the scheduled date of the first payment after such revocation. The increased APR will result in higher monthly payments. If you initiate loan payments yourself, your APR will not include a discount of 0.25% but if you subsequently deliver an ACH Election and authorize us to initiate ACH payments each month, we will reduce your APR by 0.25% as of the scheduled date of the first payment after such authorization. The reduced APR will result in lower monthly payments.

PAYMENT APPLICATION: To the extent permitted by law,

During the Promotional Period, we apply payments to the Amount Financed. After the Promotional Period, we apply any payment we receive in the following order: (1) past interest and principal; (2) current interest and principal; (3) past fees; and (4) current fees.

If you have more than one loan with us, when you remit payment, please include instructions for how to allocate your payment across your loans. If you do not include instructions, we reserve the right to apply payments in any manner permitted by applicable law including but not limited to allocation of your payment first towards the loan with the higher APR until such loan has no current amount due. In the event you default on the Loan, we may apply payments in any manner permitted by applicable law.

PREPAYMENTS AND PARTIAL PAYMENTS: You may prepay the unpaid balance of the Amount Financed in whole or in part at any time, without penalty. If you make one or more partial prepayments during the Promotional Period, your Loan will be re-amortized at the end of the Promotional Period (the "First Re-Amortization Event"), and, assuming you are not in default under the Loan Agreement, your monthly payment will be lowered to an amount that will fully repay the Loan by the maturity date. Your Loan will re-amortize again at 24 months and 36 months (together, with the First Re-Amortization Event, the "Re-amortization Events"). If you make one or more partial prepayments after the Promotional Period ends, but before 24 months from your Loan's First Disbursement Date, and, assuming you are not in default under the Loan Agreement, your loan will be re-amortized at the end of the 24-month period and your monthly payment will be lowered to an amount that will fully repay the Loan by the maturity date (the "Second Re-Amortization Event"). Further, if you make one or more partial prepayments after the Second Re-Amortization Event but before 36 months from your Loan's First Disbursement Date, and, assuming you are not in default under the Loan Agreement, your loan will be re-amortized at the end of the 36-month period and your monthly payment will be lowered to an amount that will fully repay the Loan by the maturity date (the "Third Re-Amortization Event"). After the Third Re-Amortization Event, assuming you are not in default under the Loan Agreement, any prepayments may result in repayment of the entire loan earlier than the maturity date.

PAYMENT OF A DISPUTED BALANCE: If you wish to make a payment in satisfaction of a disputed balance, you must send it to us at WebBank, c/o Mosaic, 4150 North Drinkwater, Ste. #200, Scottsdale, AZ 85251.

Attn: Disputed Balance, together with a letter of explanation. We may deposit any such payment without the deposit constituting a satisfaction of the disputed balance.

LATE PAYMENTS AND DISHONORED PAYMENTS: To the extent permitted by law: (1) if any part of a payment is more than fifteen (15) days late, you will be charged a late charge of 5% of the amount due or ten dollars (\$10), whichever is less (as permitted by law); and (b) you will be charged a non-refundable fee of ten dollars (\$10) for each failed payment attempt, whether by check, ACH or otherwise. Your bank may assess its own fee in addition to the fee we assess.

WARRANTIES; LIMITATION OF LIABILITY: WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE PRODUCTS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED. FURTHER, OUR LIABILITY TO YOU UNDER THIS NOTE SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES OR LOSSES RELATING TO THIS CONTRACT, IN TORT OR CONTRACT, INCLUDING ANY NEGLIGENCE OR OTHERWISE.

MONTHLY STATEMENTS: We will send you monthly statements showing information about this Note, including the amount and due date of your next scheduled payment and the address where payments must be sent. You are encouraged to review the monthly statements to obtain up to date information on the Loan.

LOAN CONSUMMATION: YOU AGREE AND ACKNOWLEDGE THAT YOU ARE NOT OBLIGATED UNDER THE TERMS OF THIS LOAN AGREEMENT AND PROMISSORY NOTE AND THAT THIS LOAN TRANSACTION IS NOT COMPLETED (I.E. CONSUMMATED) UNTIL YOU HAVE COMPLETED PROVIDING YOUR CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS AND DISCLOSURES THAT WILL BE PROVIDED TO YOU AS PART OF THIS LOAN PROCESS. IF YOU FAIL TO COMPLETE YOUR CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS AND DISCLOSURES, THEN THIS LOAN AGREEMENT AND PROMISSORY NOTE SHALL BECOME VOID AND UNENFORCEABLE AND YOU WILL NOT BE OBLIGATED UNDER THE LOAN AGREEMENT AND PROMISSORY NOTE.

REPRESENTATIONS: You represent and covenant that: (1) you are over the age of 18; (2) you are a U.S. citizen or a lawful resident; (3) if your purchase includes Installation, you are on title and the owner of the Residence or you are the controlling trustee for a trust that is the owner of the Residence; or you are the managing member of a limited liability company ("LLC") that holds title to the Residence; (4) if your purchase includes Installation, the Residence is permanently affixed to the ground and it is not a mobile home, houseboat, or any business or commercial establishment or used as such; and (5) you are not, and will not be, in breach of your Merchant Agreement. We reserve the right to request and obtain additional supporting documents from you to verify your identity. Failure to provide supporting documents to verify your identity may be grounds to terminate this Agreement immediately and/or exercise our rights upon default.

EVENTS OF DEFAULT: Subject to applicable law, you will be in default under this Note upon the occurrence of any of the following events: (1) you fail to make any payment under this Note in full within fifteen (15) days after the payment due date; (2) you fail to perform or violate any material obligation in this Note; (3) we learn that any representation or promise made by you in this Note or any statement made by you in the Application was false or misleading in any material respect when made; (4) you attempt to assign or transfer this Note without our prior written consent; (5) upon our request after your death, your estate fails to acknowledge its obligations under this Note in a written document acceptable to us in our reasonable discretion; (6) you make an assignment or any general arrangement for the benefit of creditors, have a liquidator, administrator, receiver, trustee, conservator or similar official appointed for you or your property, file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or have such a petition filed against you and such petition is not withdrawn or dismissed for twenty (20) business days after its filing; or (7) you otherwise become bankrupt or insolvent (however evidenced); or are unable to pay your debts as they fall due.

ASSIGNMENT. You may not assign or transfer your rights or obligations under this Loan Agreement and Promissory Note. WebBank, Member FDIC may assign or transfer all or a portion of this Loan Agreement and Promissory Note, including but not limited to ownership of the Loan Agreement and Promissory Note and loan servicing, and the related documents to a third party without prior notice to you. YOU HEREBY AUTHORIZE US TO PROVIDE TO A THIRD PARTY ANY INFORMATION THAT THEY MAY REQUEST IN CONSIDERING OR IMPLEMENTING A PURCHASE OF OUR RIGHTS UNDER THIS AGREEMENT. Our rights under this Agreement shall inure to the benefit of any successors and assigns, and your obligations under this Loan Agreement and Promissory Note shall be binding upon your heirs, personal representatives and permitted assigns.

ACCELERATION; DEFAULT REMEDIES: Subject to applicable law (including any notice, cure and/or redemption rights provided by applicable law), upon any default, we may: (1) require you to pay us immediately all amounts outstanding under this Note (or, alternatively, choose not to "accelerate" this Note in this manner); and (2) exercise any other rights provided by this Note or applicable law. Except as prohibited by applicable law, interest will continue to accrue after maturity or acceleration of this Note (and after any judgment) at your contract rate. Any waiver of our rights must be in writing, and any waiver by us of any default will not constitute a waiver of any subsequent or continuing default.

DELAY IN ENFORCING RIGHTS: We may delay or refrain from enforcing any of our rights under this Note without losing them. For example, we may extend the time for making some payments without extending others and we may enter into a forbearance agreement with you without waiving any rights beyond the strict terms of such forbearance agreement and without waiving any rights in the event you fail to comply with the strict terms of such forbearance agreement.

TERMINATION. We *may* choose not to make the Loan and to cancel this Note if: (1) a credit approved application and executed loan agreement does not fund within three hundred sixty five (365) days of credit report pull date; (2) you are approved for a loan but fail to provide additional information and/or documentation requested in relation to your loan application; (3) any representation made by you in, or in connection with, your loan application or this Agreement is false in any material respect when made (inclusive of providing any falsified or forged documentation); (4) your Merchant is no longer an approved merchant; or (5) your Merchant Agreement is cancelled. No delay in the exercise of our termination rights shall constitute a waiver of our continuing rights to terminate the Note. Cancellation of this Note will not affect the Arbitration Clause.

COSTS AND ATTORNEYS' FEES: Subject to applicable law and any limits specified in the Notices section of this Note, in the event we obtain a judgment against you after an event of default involving a payment delinquency of at least fifteen days, you agree to pay all charges, costs and expenses incurred or paid by us in exercising any right, power or remedy provided by law or this Note, including all collection costs and reasonable attorney's fees that are paid to an attorney who is not our employee.

ENTIRE AGREEMENT: This Note constitutes the entire agreement of the parties relating to the Loan. This Note replaces any earlier contract of a similar nature. No oral modification is valid or enforceable.

NOTICE AND OPPORTUNITY TO CURE: Prior to initiating a lawsuit or arbitration regarding a legal dispute or claim relating in any way to this Note, the Products or work performed (as more fully defined in the Arbitration Provision, a "Claim"), the party asserting the Claim (the "Complaining Party") shall give the other party (the "Defending Party") written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim. If you are the Defending Party, the Claim Notice will be sent to you at your address appearing in our records or, if you are known to be represented by an attorney, to your attorney at his or her office address. A Claim Notice to you may be in the form of a collection letter.

Any Claim Notice sent by you shall be by certified mail, return receipt requested, to WebBank, FDIC Member, c/o Mosaic, 601 12th Street, Suite 325, Oakland, CA 94607 (such address or any subsequent address we give you notice of, the "Notice Address"), Attn: Claim Notice. We will credit or reimburse you for the documented cost of the certified mail. Any Claim Notice you send must provide your name, Loan Agreement Number (on the first page of this Note), mailing address and telephone number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Complaining Party must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests.

CREDIT REPORTING AND IDENTITY THEFT: You give us and our agents, loan service providers, vendors, successors, and assigns permission to access your credit report in connection with any transaction, or extension of credit, and on an ongoing basis, for the purpose of reviewing this Note, taking collection action on this Note, or for any other legitimate purposes associated with this Note. You expressly agree and consent that we may, without prior written or verbal notice, re-evaluate your continued credit eligibility for the loan at any time after your initial credit approval including but not limited to performing a new credit check. The new credit check may impact your credit report and/or credit score (i.e. FICO score). Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. **Late payments, missed payments or other defaults on this Note may be reflected in your credit report.**

If you believe that any information about this Note that we have furnished to a consumer reporting agency is inaccurate, or if you believe that you have been the victim of identity theft in connection with any Note made by us, write to WebBank, FDIC Member, c/o Mosaic, 4150 North Drinkwater, Ste. #200, Scottsdale, AZ 85251, Attn: Reporting Error. In your letter: (1) provide your name, mailing address and phone number; (2) identify the specific information that is being disputed; (3) explain the basis for the dispute; and (4) provide any supporting documentation you have that substantiates the basis of the dispute. If you believe that you have been the victim of identity theft, submit an identity theft affidavit or identity theft report.

TRUTHFULNESS OF APPLICATION: You represent that every statement made in the Application is true, complete and correct and that you are at least 18 years of age.

TELEPHONE RECORDINGS: You understand and agree that we may monitor and/or record any of your phone conversations with any of our representatives. However, we are not required to monitor and/or record any such conversations.

CONTACTING YOU; PHONE, EMAIL AND TEXT MESSAGES. To the extent permitted by applicable law, you authorize us and our agents, loan service providers, vendors, successors, and assigns (collectively, the "Messaging Parties") to contact you using automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems and automated email systems in order to provide you with information about this Note, including information about upcoming payment due dates, missed payments and returned payments. You authorize the Messaging Parties to make such contacts using any telephone numbers (including wireless, landline and VOIP numbers) or email addresses you supply to the Messaging Parties in connection with the Application, the Messaging Parties' servicing and/or collection of amounts you owe the Messaging Parties or any other matter.

You understand that anyone with access to your telephone or email account may listen to or read the messages the Messaging Parties leave or send you, and you agree that the Messaging Parties will have no liability for anyone accessing such messages. You further understand that, when you receive a telephone call, text message or email, you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services, and you agree that the Messaging Parties will have no liability for such charges except to the extent required by applicable law. You expressly authorize the Messaging Parties to monitor and record your calls with the Messaging Parties. You understand that, at any time, you may withdraw your consent to receive text messages and calls to your cell phone or to receive artificial or prerecorded voice message system calls by calling the Messaging Parties at (855) 746-7849. To stop text messages, you can also simply reply "STOP" to any text message the Messaging Parties send you. To stop emails, you can follow the opt-out instructions included at the bottom of the Messaging Parties' emails.

MILITARY LENDING ACT: The Military Lending Act provides protections for certain members of the Armed Forces and their dependents ("Covered Borrowers"). The provisions of this section apply to Covered Borrowers. If you would like more information about whether you are covered by the Military Lending Act, you may contact us at 855-746-7849.

STATEMENT OF MAPR: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an Annual Percentage Rate of 36%. This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account).

ORAL DISCLOSURES: Before signing this Note, in order to hear important disclosures and payment information about this Contract, you may call **(855) 345-4252**.

APPLICABILITY OF ARBITRATION AGREEMENT AND JURY TRIAL WAIVER: The Arbitration Provision and Waiver of Right to Trial by Jury set forth in this Note do not apply to Covered Borrowers.

WAIVER OF RIGHT TO TRIAL BY JURY: YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS NOTE. THIS JURY TRIAL WAIVER: (1) SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION ANY ARBITRATION PROVISION TO WHICH YOU AND WE ARE SUBJECT, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER; AND (2) DOES NOT APPLY IF YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH MEMBER COVERED BY THE FEDERAL MILITARY LENDING ACT. IF YOU WOULD LIKE MORE INFORMATION ABOUT WHETHER YOU ARE COVERED BY THE MILITARY LENDING ACT, YOU MAY CONTACT YOU US AT (TOLL FREE): (855) 746-7849.

BANKRUPTCY: You represent that you are not contemplating bankruptcy and that you have not consulted with an attorney regarding bankruptcy in the past six months. Any communication with us required or permitted under the Federal Bankruptcy Code must be in writing, must include your account number, and must be sent to us at the Notice Address, Attn: Bankruptcy Notice.

GOVERNING LAW: This Note shall be governed by federal law and, to the extent state law applies, the laws of Utah without regard to its conflict of laws rules unless you are a resident of Colorado as provided below. If you are a resident of Colorado and the APR shown in the Disclosure Statement is greater than 21%, Colorado law will apply to the terms of your Loan except where Colorado law is preempted by federal law or federal law authorizes different terms. You specifically agree that the interest rate and matters material to the determination of the interest rate will be defined by federal law and shall be governed by 12 U.S.C §1831d and the law of Utah.

MISCELLANEOUS: Except as provided otherwise in the Arbitration Provision, any provision of this Note that is found to be invalid under applicable law shall be invalid only with respect to the invalid provision and only to the extent of the invalidity. However, notwithstanding any provision of this Note to the contrary, if any law applicable to this Note is finally interpreted so that the interest or other fees and charges collected or to be collected in connection with this Note exceed the legally permitted limit, then any such interest, fee or charge shall be reduced by the amount necessary to comply with the maximum permitted limit and any amounts above such limit already collected will be credited or refunded to you. Singular words shall be construed in the plural, and plural in the singular, as their context may require, or as required to give effect to the terms of this Note.

ELECTRONIC TRANSACTIONS AND COPIES; PROVENANCE: This Note may be executed electronically or manually. Execution may be completed in counterparts (including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically), which together constitute a single agreement. If any counterpart Note is manually executed, WebBank's tangible record of the Note will be promptly converted into electronic form, and the electronic version will promptly be uploaded by or on behalf of WebBank to WebBank's electronic vault (the "Original Vault") hosted by eOriginal. As between Borrower and WebBank, any copy of this Note (including a copy printed from an image of this Note that has been stored electronically) shall have the same legal effect as an original. **Without limiting the preceding sentence, Borrower and WebBank hereby agree that, for purposes of establishing security interests or rights in, or title to, this Note: (1) no original, tangible, manually executed Note will be either (i) the authoritative copy or transferable record of this Note; or (ii) original or transferable record of the original or transferable record of the Note evidencing the obligations under the Note; (2) except as expressly provided in clause (5) below, possession of a tangible, manually executed original, transferable record or copy of this Note will not perfect or prove any such security interest, or title to or other right; (3) whether this Note is executed manually or electronically, the sole authoritative copy and transferable record of this Note will be the one uploaded into the Original Vault (the "Authoritative Copy"); (4) at WebBank or its successors discretion, the Authoritative Copy of the Note may be printed and marked or designated by WebBank or such successor as the tangible Authoritative**

Copy of the Note; and (5) no person or entity (including, for the avoidance of doubt, any lender, subsequent assignee or purchaser of this Note, custodian or trustee) will have rights in, title to or a security interest in this Note, unless such person or entity can demonstrate that it has possession or control of the Authoritative Copy of this Note (whether in tangible or electronic form) whose provenance can be established to the initial authoritative copy first uploaded to the Original Vault. Any person who asserts or attempts to gain title to or a security interest or rights in, this Note by any procedure except as provided above, including by possession of a tangible, manually executed original or copy or an electronic, non-authoritative copy of this Note, violates the rights of WebBank or its successors and Merchant.

ARBITRATION PROVISION: THIS ARBITRATION PROVISION MAY HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU OR WE WILL RESOLVE ANY CLAIM WHICH YOU OR WE MAY HAVE AGAINST EACH OTHER NOW OR IN THE FUTURE.

(a) *Effect of Arbitration Provision.* Unless prohibited by applicable law, and unless you reject this Arbitration Provision as described in section (m) below, you and we agree that either party may elect to require arbitration of any Claim under this Arbitration Provision. This Arbitration Provision does not apply if you are a member of the armed forces or a dependent of such member covered by the federal Military Lending Act. If you would like more information about whether you are covered by the Military Lending Act, you may contact us at (toll free): (855) 746-7849.

(b) *Certain Definitions.* As used in this Arbitration Provision, the following terms have the following meanings:

(i) Our "Related Parties" include all our parent companies, subsidiaries and affiliates; our service providers as well as their parent companies, subsidiaries, and affiliates; the Merchant and its parent companies, subsidiaries and affiliates; and our employees, directors, officers, shareholders, governors, managers and members as well as those of our service providers and Merchant. Our "Related Parties" also include third parties, such as subcontractors, that you bring a Claim against at the same time you bring a Claim against us or any other Related Party.

(ii) "Claim" means any claim, dispute or controversy between you and us (or any Related Party) that arises from or relates in any way to this Note (including any amendment, modification or extension of this Note), the Merchant Agreement, the work performed by the Merchant or a subcontractor; the Products, including maintenance and servicing of the Products; the arrangements between us and the Merchant; any of our marketing, advertising, solicitations and conduct relating to your request for credit or the Products; our collection of any amounts you owe; or our disclosure of or failure to protect any information about you. "Claim" is to be given the broadest reasonable meaning and includes claims of every kind and nature, including but not limited to, initial claims, counterclaims, cross-claims and third-party claims, and claims based on constitution, statute, regulation, ordinance, common law rule (including rules relating to contracts, torts, negligence, fraud or other intentional wrongs) and equity. It includes disputes that seek relief of any type, including damages and/or injunctive, declaratory or other equitable relief. Despite the foregoing, "Claim" does not include any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court. In addition, except as set forth in the immediately following sentence, "Claim" does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, subsections (f)(iii), (f)(iv) and/or (f)(v) (the "Class Action and Multi-Party Claim Waiver"), the last sentence of subsection (j) and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Note as a whole is for the arbitrator, not a court, to decide. "Claim" also does not include any "self-help remedy" (that is, any steps taken to enforce rights without a determination by a court or arbitrator) or any individual action by you or us to prevent the other party from using any self-help remedy, so long as such self-help remedy or individual judicial action does not involve a request for monetary relief of any kind.

(iii) "Proceeding" means any judicial or arbitration proceeding regarding any Claim. "Complaining Party" means the party who threatens or asserts a Claim in any Proceeding and "Defending Party" means the party who is a subject of any threatened or actual Claim. "Claim Notice" means written notice of a Claim from a Complaining Party to a Defending Party.

(c) *Arbitration Election; Administrator; Arbitration Rules.*

(i) A Proceeding may be commenced after the Complaining Party complies with subsection (k). The Complaining Party may commence the Proceeding either as a lawsuit or an arbitration by following the appropriate filing procedures for the court or the arbitration administrator selected by the Complaining Party in accordance with this subsection (c). If a lawsuit is filed, the Defending Party may elect to demand arbitration under this Arbitration Provision of the Claim(s) asserted in the lawsuit. If the Complaining Party initially asserts a Claim in a lawsuit on an individual basis but then seeks to assert the Claim on a class, representative or multi-party basis, the Defending Party may then elect to demand arbitration. A demand to arbitrate a Claim may be given in papers or motions in a lawsuit. If you demand that we arbitrate a Claim initially brought against you in a lawsuit, your demand will constitute your consent to arbitrate the Claim with the administrator of our choice, even if the administrator we choose does not typically handle arbitration proceedings initiated against consumers.

(ii) Any arbitration Proceeding shall be conducted pursuant to this Arbitration Provision and the applicable rules of the arbitration administrator (the "Administrator") in effect at the time the arbitration is commenced. The Administrator will be the American Arbitration Association ("AAA"), 120 Broadway, Floor 21, New York, N.Y 10271, www.adr.org.; JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org; or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that is inconsistent with the Class Action and Multi-Party Claim Waiver. The arbitrator will be selected under the Administrator's rules, except that the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless the parties agree otherwise. The party initiating an arbitration gets to select the Administrator.

(d) *Non-Waiver*. Even if all parties have elected to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any new Claim asserted in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis), and nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. This Arbitration Provision will apply to all Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision.

(e) *Location And Costs*. The arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Claim based on the papers submitted by the parties and/or through a telephone hearing. However, any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. We will consider any good faith request you make for us to pay the Administrator's or arbitrator's filing, administrative, hearing and/or other fees if you cannot obtain a waiver of such fees from the Administrator and we will not seek or accept reimbursement of any such fees we agree to pay. We will also pay any fees or expenses we are required by law to pay or that we must pay in order for this Arbitration Provision to be enforced. We will pay the reasonable fees and costs you incur for your attorneys, experts and witnesses if you are the prevailing party in an arbitration Proceeding or if we are required to pay such amounts by applicable law or by the Administrator's rules. The arbitrator shall not limit the attorneys' fees and costs to which you are entitled because your Claim is for a small amount. Notwithstanding any language in this Arbitration Provision to the contrary, if the arbitrator finds that any Claim or defense is frivolous or asserted for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the arbitrator may award attorneys' and other fees related to such Claim or defense to the injured party so long as such power does not impair the enforceability of this Arbitration Provision.

(f) *No Class Actions Or Similar Proceedings; Special Features Of Arbitration*. IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (i) HAVE A COURT OR A JURY DECIDE THE CLAIM; (ii) OBTAIN INFORMATION PRIOR TO THE HEARING TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT; (iii) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR CLASS OPPONENT; (iv) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (v) JOIN OR CONSOLIDATE CLAIM(S) INVOLVING YOU WITH CLAIMS INVOLVING ANY OTHER PERSON. THE RIGHT TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

(g) *Getting Information*. In addition to the parties' rights under the Administrator's rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.

(h) *Effect Of Arbitration Award*. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (i) any appeal right under the Federal Arbitration Act, 9 U.S.C. §1, et seq. (the "FAA"); and (ii) Claims involving more than \$50,000 (including Claims that may reasonably require injunctive relief costing more than \$50,000). For Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the administrator, which will reconsider from scratch any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Costs in connection with any such appeal will be borne in accordance with subsection e of this Arbitration Provision.

(i) *Governing Law*. Your credit purchase of the Products involves interstate commerce and this Arbitration Provision shall be governed by the FAA, and not Federal or state rules of civil procedure or evidence or any state laws that pertain specifically to arbitration. The arbitrator is bound by the terms of this Arbitration Provision. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

(j) *Survival, Severability, Primacy.* In the event of any conflict or inconsistency between this Arbitration Provision and the Administrator's rules or the rest of this Note, this Arbitration Provision will govern. This Arbitration Provision shall survive the full payment of any amounts due under this Note; any rescission or cancellation of this Note; any exercise of a self-help remedy; our sale or transfer of this Note or our rights under this Note; any legal proceeding by us to collect a debt owed by you; and your (or our) bankruptcy. If any part of this Arbitration Provision cannot be enforced, the rest of this Arbitration Provision will continue to apply, except that: (A), if the Class Action and Multi-Party Claim Waiver is declared invalid in a proceeding between you and us, without in any way impairing the right to appeal such decision, this entire Arbitration Provision (other than this sentence) shall be null and void in such proceeding. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (B) if a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action and Multi-Party Waiver or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

(k) *Pre-Dispute Resolution Procedure.* Before a Complaining Party asserts a Claim in any Proceeding (including as an individual litigant or as a member or representative of any class or proposed class), the Complaining Party shall give the Defending Party: (i) a Claim Notice providing at least 30 days' written notice of the Claim and explaining in reasonable detail the nature of the Claim and any supporting facts; and (ii) a reasonable good faith opportunity to resolve the Claim on an individual basis without the necessity of a Proceeding. If you are the Complaining Party, you must send any Claim Notice to us at WebBank, c/o Mosaic, 601 12th Street, Suite 325, Oakland, CA 94607, Attn: Claim Notice (or such other address as we shall subsequently provide to you). If we are the Complaining Party, we will send the Claim Notice to you at your address appearing in our records or, if you are represented by an attorney, to your attorney at his or her office address. A Claim Notice to you may be in the form of a collection letter. If the Complaining Party and the Defending Party do not reach an agreement to resolve the Claim within 30 days after the Claim Notice is received, the Complaining Party may commence a Proceeding, subject to the terms of this Arbitration Provision. Neither the Complaining Party nor the Defending Party shall disclose in any Proceeding the amount of any settlement demand made by the Complaining Party or any settlement offer made by the Defending Party until after the arbitrator or court determines the amount, if any, to which the Complaining Party is entitled (before the application of subsection (l) of this Arbitration Provision). No settlement demand or settlement offer may be used in any Proceeding as evidence or as an admission of any liability or damages.

(l) *Special Payment.* If: (i) you submit a Claim Notice in an arbitration Proceeding on your own behalf (and not on behalf of any other party) and comply with all of the requirements (including timing and confidentiality requirements) of subsection (k); (ii) we refuse to provide you with the money damages you request; and (iii) the arbitrator issues you an award that is greater than the latest money damages you requested at least ten days before the date the arbitrator was selected, then we will pay you the amount of the award or \$7,500, whichever is greater, in addition to the attorneys' fees and expenses (including expert witness fees and costs) to which you are otherwise entitled. We encourage you to address all Claims you have in a single Claim Notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated by this subsection l.

(m) **RIGHT TO REJECT ARBITRATION PROVISION:** You may reject this arbitration provision by mailing a signed rejection notice to WebBank, c/o Mosaic, Attn: Arbitration Rejection Team, 601 12th Street, Suite 325, Oakland, CA 94607 within thirty (30) calendar days after the date of this Agreement. Any rejection notice must include your name, address, email address, and telephone number and a statement that you reject the arbitration provision in the Loan Agreement. If you reject this arbitration provision, that will not affect any other part of this Agreement. Please note that even if you rejected the arbitration provision in the Terms and Conditions that you agreed to as part of your application for credit, you will be bound by the arbitration provision in the Loan Agreement unless you reject it.

STATE NOTICES:

All Borrowers, including California/New York/Rhode Island/Utah/Vermont Residents: Credit Reporting. You authorize us to obtain your consumer report(s) and other information from consumer reporting agencies and/or other third party sources now and on an ongoing basis for use in: (i) servicing, monitoring, collecting or enforcing this loan or any loan that you may receive from us; (ii) providing your credit data to you; (iii) evaluating you for and offering you other financial products and services; and/or (iv) other related purposes. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

All Borrowers, including Missouri/Oregon/Utah/Washington Residents: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt, including promises to extend or renew such

debt, are not enforceable. To protect you (borrower) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as you and we may later agree in writing to modify it.

All Borrowers, including Iowa and Kansas Residents: NOTICE TO CONSUMER: 1. Do not sign this Agreement before you read it. 2. You are entitled to a copy of this Agreement. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

California Residents: Married applicants may apply for a separate account.

Iowa Residents: IMPORTANT: READ BEFORE SIGNING. The terms of this Agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this written contract may be legally enforceable. You may change the terms of this Agreement only by another written agreement.

Maryland Residents: To the extent, if any, that Maryland law applies to this Agreement, the Credit Grantor Closed-End Credit Provisions in Title 12, Subtitle 10 of the Commercial Law Code are hereby elected as the applicable Maryland law.

Massachusetts Residents: Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

New Hampshire Residents: You shall be awarded reasonable attorney's fees if you prevail in any legal action you bring against us or we bring against you. If you successfully assert a partial defense, set-off or counterclaim against us in an action we bring against you, the court or arbitrator may withhold from us the entire amount or such portion of the attorney's fees as it considers equitable.

New Jersey Residents: Because certain provisions of this Agreement are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

Texas Residents: This written loan agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Married Wisconsin Residents: If you are married: (i) You confirm that this loan is being incurred in the interest of your marriage or family. (ii) No provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest unless before the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree. (iii) You understand and agree that we will provide a copy of this Agreement to your spouse for his or her information. **If the loan for which you are applying is granted, you will notify us if you have a spouse by sending your name and your spouse's name and address to us at WebBank, c/o Mosaic, 601 12th Street, Suite 325, Oakland, CA 94607 Attention: Wisconsin Resident.**

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

**HOME IMPROVEMENT
LOAN AGREEMENT AND PROMISSORY NOTE
SECURITY INTEREST ADDENDUM**

DEFINITIONS: As used in this Home Improvement Loan Agreement and Promissory Note Security Interest Addendum (“Addendum”), “you” and “your” mean Borrower, and “we,” “us” and “our” mean WebBank, Member FDIC (“WebBank”). Capitalized terms used but not defined herein have the meanings given to them in the Note. The Note and Addendum shall be referred to collectively as the “Agreement.”

INTRODUCTION: This Addendum is entered into concurrently with the Home Improvement Loan Agreement and Promissory Note entered into between you and WebBank (the “Note”), the terms of which are hereby incorporated herein, and it supplements the terms of the Note. You have entered into the Merchant Agreement with Merchant, which describes the Products you are purchasing from Merchant for use at the Residence and the Installation. Specifically, pursuant to the Merchant Agreement, the Merchant will install solar panels, inverters, battery storage, hot water solar systems, racking systems, wiring, electrical and mechanical connections, metering, monitoring and/or other distributed generation interconnect equipment (“Solar Equipment”) and/or other home improvement products (collectively, “Purchased Goods”) at the Residence. Your loan must be used to finance Purchased Goods installed at the Residence.

GRANT OF SECURITY INTEREST IN COLLATERAL: As consideration for the Loan and to secure your obligations under this Agreement, you hereby grant to us a security interest in the following property (collectively “Collateral”), whether you own it now or acquire it later, whether now existing or hereafter arising, regardless of where the Collateral is located:

- all Purchased Goods excluding Fixtures (as defined in Article 9 of the UCC), if any (such Purchased Goods which excludes Fixtures are referred to in this Agreement as “Collateralized Goods”);
- all accessions, attachments, accessories, tools, parts, supplies, replacements and additions to any of the Collateralized Goods;
- all proceeds from warranty claims related to the Collateralized Goods and the Merchant Agreement;
- all rebates and incentives that are payable as a result of installing the Collateralized Goods except for such rebates and incentives which have been assigned to your Merchant;
- all your rights, title, interests, and remedies concerning the Collateralized Goods under all agreements, statements and other documentation relating to the Collateralized Goods (including, without limitation, the Merchant Agreement); and
- all consideration received from the collection, sale or other disposition of any property that constitutes Collateralized Goods, including any payment received from any insurer arising from any loss, damage or destruction of any Collateralized Goods and any other payment received as a result of possessing any Collateralized Goods, or any other proceeds of Collateralized Goods.

You authorize us to file on your behalf any documentation, including but not limited to a copy of this Agreement, a UCC financing statement, and a county fixture filing required to perfect our security interest in the Collateralized Goods. It is possible that a lender making a loan secured by the Residence, including but not limited to a mortgage refinancing of an existing mortgage, will deem the Purchased Goods to be part of the Residence and will object to our interest in the Purchased Goods taking priority over its interest in the Residence. Upon request, we will confirm to any mortgage lender that our lien is limited to the Purchased Goods and does not extend to any part of the Residence. Alternatively, upon request, we may in our sole discretion agree to lift our county fixture filing, if any, on the Purchased Goods for a limited period for a cost of \$250 or more depending on costs incurred and provided we will be able to refile upon closing of the mortgage refinancing.

ADDITIONAL OBLIGATIONS AND REPRESENTATIONS RELATING TO THE COLLATERAL: To the extent permissible by law, you irrevocably grant us a limited power of attorney with full power of substitution and re-substitution, to sign any documents and perform any acts, in your name and on your behalf, for the exclusive purpose of exercising our rights with respect to the Collateral under this Agreement. You also agree not to pledge, mortgage, encumber or otherwise permit the Collateral at any time to be subject to any lien or encumbrance that is superior to our security interest. Subject to applicable law (including any notice, cure and/or redemption rights provided by applicable law), upon default, we may remotely disable the functioning of the Purchased Goods, whether or not we then attempt to remove the Purchased Goods, enter upon the Residence and disable and/or remove the Purchased Goods, sell or otherwise dispose of the Purchased Goods including any environmental incentives, assume your rights under any environmental incentives and give notice to the other parties thereto that payments thereunder shall be made to us and not to you, initiate a collection action against you, recover our costs of repossession, storage and collection and exercise any other rights provided by this Agreement or applicable law. If we disable the functioning of the Purchased Goods, you understand that any fees and costs associated with that action may be added to your Loan.

Ownership. You represent and covenant that (1) the Residence is a one-to-four family dwelling that is permanently affixed to the ground and it is not a mobile home, houseboat or any business or commercial establishment or used as such, or a condominium or townhome where you do not own the roof and/or ground on which the Purchased Goods are installed; (2) you are on title and the owner of the Residence or you are the controlling trustee for a trust that is the owner of the Residence; or you are the managing member of a limited liability company ("LLC") that holds title to the Residence; (3) you are not, and will not be, in breach of your Merchant Agreement; and (4) you are not a governmental entity. You further represent and covenant that the Residence is your primary or alternative residential home dwelling (including secondary residence, vacation home, or rental home). We reserve the right to request and obtain additional supporting documents from you which reflect the status of your ownership in the Residence. Failure to provide supporting documents reflecting and confirming your ownership status in the Residence may be grounds to terminate this Agreement immediately and/or exercise our rights upon default.

Collateral Access. You agree to provide us or our designees after receiving reasonable notice, with access to the Residence for the purposes of: (1) inspecting the Purchased Goods until this Agreement terminates; or (2) in the case of a foreclosure on the Collateral, removing the Collateral from the Residence. You agree to provide to us all available access to any energy production data or other data related to your Purchased Goods or generated in connection with any operations and maintenance service, in each case throughout the Term of this Agreement.

Personal Property. You and we both expressly intend that no portion of the Collateralized Goods will constitute a "fixture" attached to any real property, and that the Collateralized Goods will be removable personal property. You also agree not to take any action that might cause the Collateralized Goods to be treated as real property or as fixtures to real property. However, you agree that we may make a fixture filing, if we choose, out of an abundance of caution, provided that you and we agree that we may enforce rights in the Collateralized Goods under the Uniform Commercial Code and not under state real estate or mortgage law.

Installation and Purchased Goods. You will take all steps necessary to enable the installation and proper functioning of the Purchased Goods to be completed in accordance with the Merchant Agreement. You agree to keep the Purchased Goods in good working order and in compliance with manufacturing specifications, the operating and maintenance manuals, warranty requirements provided by your Merchant and, and all applicable law, and not to remove or modify the Purchased Goods without our prior written consent. You agree to maintain at all times an internet connection sufficient to ensure that monitoring data for the Purchased Goods can be fully transmitted, where applicable. You are responsible for the payment of all expenses in connection with the maintenance, repair, insurance, taxes and otherwise with respect to the Purchased Goods.

Taxes. You agree to pay, when due, any taxes, assessments, governmental charges, or other similar fees related to this Loan. If you do not separately pay these taxes and/or other fees when due, we will pay them on your behalf and add the amount we pay to the principal of our Loan to you under this Agreement. In the event that we choose pay these taxes and/or other fees on your behalf, you agree to not only repay the amount paid by us as part of your Loan but also agree to assist us in effectuating these payments.

Required Insurance. To the extent permissible by law, you agree to maintain and pay any deductibles under a homeowners' insurance policy or equivalent insurance policy reasonably acceptable to us covering the Purchased Goods in an amount equal to the full replacement and installation cost of the Purchased Goods or the outstanding balance of the Loan. If there is a payout under the property coverage for damage to the Purchased Goods, you agree to deliver those insurance proceeds to us, and we will apply those proceeds to the Loan in the order of priority set forth in the "Payment Application" section of the Note. All payments on the Loan are owed notwithstanding any casualty, loss or other damage to the Purchased Goods.

ADDITIONAL EVENTS OF DEFAULT: In addition to those events detailed in the Note, you will be in default under the Agreement if you remove, modify, sell or otherwise transfer the Collateral without our prior written approval.

ADDITIONAL REMEDIES: In addition to those remedies detailed in the Note, our remedies if you default on this Agreement include the following (to the fullest extent permitted by law):

- a. **General.** In the event that you are in default under this Agreement, we may: (1) enforce our security interest in the Collateral (and exercise any other rights with respect to the Collateral that we have under this Agreement or applicable law, including entering upon your property and disabling the Purchased Goods and/or any monitoring services provided for such Purchased Goods); and/or (2) pursue any other remedies available to us under applicable law, including those of a secured creditor as permitted by applicable law.
- b. **Taking Possession.** If we choose to enforce our security interest in the Collateral, we may, among other things, take possession of the Collateral and then sell, lease or otherwise dispose of this property.

- c. Cost Reimbursement; Application of Proceeds. Unless otherwise prohibited by state law, you are to promptly reimburse us, with interest, for all costs and expenses incurred in exercising our remedies related to this Agreement, including reasonable attorneys' fees, the cost of collection after default, the costs we incur in stabilizing and restoring your roof or repairing any other portion of the Residence if we take possession of any Purchased Goods, the cost of disabling the Purchased Goods and subsequent reactivation in cases of delinquency, and the costs we incur in selling or otherwise disposing of the Collateral. If we choose to enforce our security interest in the Collateral, we will apply any cash proceeds in the order of priority set forth in the "Payment Application" section of the Note, and then to you or as a court may otherwise direct.
- d. Deficiency Judgment. To the fullest extent permitted by law, regardless of whether or not we enforce our security interest in the Collateral, we may require that you pay any amounts payable by you under this Agreement less any proceeds that we realize from our exercise of our remedies under this Agreement.

TRANSFER OF LOAN: You may not assign or transfer your rights or obligations under this Agreement without our prior written consent. **We expressly reserve the right in our sole discretion to not allow assignment or transfer of the loan at any time.** If we allow assignment or transfer of the loan we will assess a transfer fee of \$250. We may assign or transfer all or a portion of this Agreement, including but not limited to ownership of the loan and loan servicing, and the related documents to a third party or affiliate without prior notice to you. YOU HEREBY AUTHORIZE US TO PROVIDE TO A THIRD PARTY OR AFFILIATE ANY INFORMATION THAT THEY MAY REQUEST IN CONSIDERING OR IMPLEMENTING A PURCHASE OF OUR RIGHTS UNDER THIS AGREEMENT.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU ARE PERSONALLY LIABLE FOR ALL AMOUNTS PAYABLE UNDER THIS AGREEMENT. WE ARE NOT REQUIRED TO ENFORCE OUR SECURITY INTEREST IN THE COLLATERAL BEFORE INITIATING PROCEEDINGS AGAINST YOU AND YOUR ASSETS.

You specifically agree that we may remotely disable the Purchased Goods if you default under this Home Improvement Loan Agreement and Promissory Note or Security Interest Addendum.

PRIVACY NOTICE (GRAMM-LEACH-BLILEY ACT)

rev. Nov 2021

FACTS**WHAT DOES MODERN HOME, LLC (“MODERN HOME”) DO WITH YOUR PERSONAL INFORMATION?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and payment history
- credit history and credit scores

When you are *no longer* our customer, we continue to share your information as described in this notice.

All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Modern Home chooses to share; and whether you can limit this sharing.

| Reasons we can share your personal information | Does Modern Home share? | Can you limit this sharing? |
|--|-------------------------|-----------------------------|
| For our everyday business purposes —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes | No |
| For our marketing purposes —to offer our products and services to you | Yes | No |
| For joint marketing with other financial companies | No | We don’t share |
| For our affiliates’ everyday business purposes —information about your transactions and experiences | Yes | No |
| For our affiliates’ everyday business purposes —information about your creditworthiness | No | We don’t share |
| For nonaffiliates to market to you | No | We don’t share |

Questions?

Call toll-free (855)746-7849 or go to www.joinmosaic.com

PAGE 2

What we do

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| <p>How does Modern Home protect my personal information?</p> | <p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We also restrict access to your personal information to those employees who need to know this information to perform their job duties.</p> |
| <p>How does Modern Home collect my personal information?</p> | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ give us your income information ▪ provide employment information ▪ provide account information ▪ show your driver's license or government issued ID ▪ apply for a financial product <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p> |
| <p>Why can't I limit all sharing?</p> | <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes—information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p> |

Definitions

| | |
|-------------------------------|---|
| <p>Affiliates</p> | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our affiliates include companies with a common corporate entity under the Solar Mosaic LLC. or Mosaic name. |
| <p>Nonaffiliates</p> | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Nonaffiliates we share with include financial services companies, third party lenders, financial partners, and other providers. |
| <p>Joint marketing</p> | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Our joint marketing partners include financial companies, third party lenders, financial partners, and other providers. |

| WHAT DOES WEBBANK DO WITH YOUR PERSONAL INFORMATION IN CONNECTION WITH YOUR MODERN HOME LOAN? | | |
|--|--|-----------------------------|
| Why? | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do. | |
| What? | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and transaction history • payment history and account balances • credit history and credit scores <p>When you are no longer our customer, we continue to share your information as described in this notice.</p> | |
| How? | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons WebBank chooses to share; and whether you can limit this sharing. | |
| Reasons we can share your personal information | Does WebBank share? | Can you limit this sharing? |
| For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes | No |
| For our marketing purposes – to offer our products and services to you | Yes | No |
| For joint marketing with other financial companies | No | We don't share |
| For our affiliates' everyday business purposes – information about your transactions and experiences | Yes | No |
| For our affiliates' everyday business purposes – information about your creditworthiness | No | We don't share |
| For nonaffiliates to market to you | No | We don't share |
| Questions? | Call toll-free (855)746-7849 or go to www.joinmosaic.com | |

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|--|--|
| Who we are | |
| Who is providing this notice? | WebBank |
| What we do | |
| How does WebBank protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. |
| How does WebBank collect my personal information? | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • open an account or apply for financing • give us your contact information or give us your income information • pay your bills <p>We also collect your personal information from others, such as credit bureaus or other companies.</p> |
| Why can't I limit all sharing? | <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes--information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p> |
| Definitions | |
| Affiliates | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • WebBank does not share with our affiliates. |
| Nonaffiliates | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • WebBank does not share with nonaffiliates so they can market to you. |
| Joint marketing | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • WebBank does not jointly market. |
| Other important information | |
| Special Notice For State Residents: We will also comply with more restrictive state laws to the extent that they apply. | |

NOTICE OF CANCELLATION

10/07/2022 _____ (date)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO: MOSAIC, 601 12TH STREET, SUITE 325, OAKLAND, CA 94607, OR SEND AN E-MAIL TO SUPPORT@JOINMOSAIC.COM, NOT LATER THAN MIDNIGHT OF 10/13/2022.

I HEREBY CANCEL THIS TRANSACTION.

Date: _____

Borrower's Signature: _____

NOTICE OF CANCELLATION

10/07/2022 (date)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

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I HEREBY CANCEL THIS TRANSACTION.

Date: _____

Borrower's Signature: _____

ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT TO TERMS OF HOME IMPROVEMENT LOAN PACKAGE (“Home Improvement Loan Package”)

By signing below, you acknowledge receipt and agree to the terms of the following documents:

1. CONSENT TO ELECTRONIC COMMUNICATIONS AND DISCLOSURES;
2. AUTHORIZATION TO OBTAIN CONSUMER REPORTS & TO SHARE INFORMATION;
3. CALLING/TEXT MESSAGING & CALL RECORDING CONSENT;
4. HOME IMPROVEMENT LOAN AGREEMENT, PROMISSORY NOTE, TRUTH IN LENDING ACT DISCLOSURES (WHICH INCLUDES AN ARBITRATION PROVISION), AND HOME IMPROVEMENT LOAN AGREEMENT AND PROMISSORY NOTE SECURITY INTEREST ADDENDUM (IF APPLICABLE) (together “Home Improvement Loan Agreement”);
5. AUTHORIZATION FOR DIRECT PAYMENT VIA ACH (if applicable);
6. PRIVACY NOTICE (GRAMM-LEACH-BLILEY ACT) AND
7. NOTICE OF RIGHT TO CANCEL—TWO (2) FORMS TO BE EXECUTED IF YOU WISH TO EXERCISE RIGHT.

THE HOME IMPROVEMENT LOAN AGREEMENT INCLUDES AN ARBITRATION AGREEMENT, WHICH UNLESS YOU ARE A MILITARY LENDING ACT COVERED BORROWER, WILL HAVE A SUBSTANTIAL IMPACT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US OR BETWEEN YOU AND MERCHANT. FOR EXAMPLE, WE (OR THE MERCHANT) MAY

REQUIRE YOU TO ARBITRATE ANY CLAIM YOU INITIATE. IF SO, YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION. YOU HAVE A RIGHT TO REJECT THE ARBITRATION AGREEMENT AS SET FORTH IN THE HOME IMPROVEMENT LOAN AGREEMENT.

YOU AND WE AGREE TO THE TERMS OF THIS HOME IMPROVEMENT LOAN PACKAGE, INCLUDING THE ARBITRATION PROVISION. YOU ACKNOWLEDGE THAT, BEFORE SIGNING THIS HOME IMPROVEMENT LOAN PACKAGE, YOU RECEIVED AND READ IT.

YOU FURTHER ACKNOWLEDGE THAT NO PERSON HAS PERFORMED ANY ACT AS BROKER IN CONNECTION WITH THE MAKING OF THIS HOME IMPROVEMENT LOAN.

YOU UNDERSTAND THAT THIS IS A DEFERRED INTEREST LOAN. YOU MUST PAY YOUR LOAN IN FULL BY 10/12/2023 TO AVOID PAYING ACCRUED INTEREST CHARGES.

Borrower Signature: _____

DocuSigned by:
Edit Hartoonians
755AED2A3E514FD...

Borrower Name Print: Edit Hartoonians _____

Date: 10/07/2022 _____

I found the booklet, *The Homeowner's Guide to Environmental Hazards and Earthquake Safety(with gas shut-off valve update)* which includes the *Federal Lead booklet and Toxic Mold Update*:

- Helpful
- Too detailed
- Not detailed enough
- Clearly written
- Confusing
- The booklet helped me to locate earthquake weaknesses in my home.
- I have strengthened my home to resist earthquakes.
- I plan to fix my home's earthquake weaknesses.
- The booklet helped me find out that my home did not have any earthquake weaknesses.

The year my home was built was 1972.

Comments: _____

We Want To Hear From You!

California Seismic Safety Commission
1900 K Street, Suite 100
Sacramento, California 95814-4186

To Whom It May Concern: I have received a copy of the Environmental Hazards and Earthquake Safety(with gas shut-off valve update)which includes the Federal Lead booklet and Toxic Mold Update, and Home Energy Rating booklet.

Property Address: 10755 Owens Pl., Tujunga, CA 91042

| | | | |
|------------|-----------------------------|---------------------|-----------------|
| Date _____ | Time _____ | _____ | _____ |
| | | (Buyer's signature) | (printed name) |
| Date _____ | Time _____ | _____ | _____ |
| | | (Buyer's signature) | (printed name) |
| Date _____ | _____ | _____ | _____ |
| | (Buyer's Agent's signature) | (printed name) | (Broker's name) |

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.)

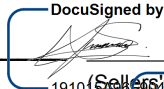
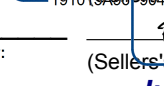
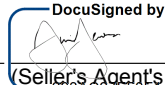
ALL SIGNERS SHOULD RETAIN A COPY OF THIS PAGE FOR THEIR RECORDS

California Civil Code Section 2079.10 states that if the HERS booklet is provided to the Buyer by the Seller or Broker, then this booklet is deemed to be adequate to inform the home buyer about the existence of California Home Energy Rating Program.

Revised 09/10 Official C.A.R.* Publication 09/10

To Whom It May Concern: I have received a copy of the Environmental Hazards and Earthquake Safety(with gas shut-off valve update)which includes the Federal Lead booklet and Toxic Mold Update, and Home Energy Rating booklet.

Property Address: 10755 Owens Pl., Tujunga, CA 91042

| | | | |
|------------------------|------------|---|--------------------------------------|
| Date <u>01/08/2024</u> | Time _____ |  | <u>Arno Stephanian</u> |
| | | (Seller's signature) | (printed name) |
| Date <u>01/08/2024</u> | Time _____ |  | <u>Edit Hartoonians</u> |
| | | (Seller's signature) | (printed name) |
| Date <u>01/10/2024</u> | Time _____ |  | <u>Justin Jenewein</u> |
| | | (Seller's Agent's signature) | (printed name) |
| Date _____ | _____ | _____ | <u>Keller Williams R.E. Services</u> |
| | | | (Broker's name) |

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.)

ALL SIGNERS SHOULD RETAIN A COPY OF THIS PAGE FOR THEIR RECORDS

California Civil Code Section 2079.10 states that if the HERS booklet is provided to the Buyer by the Seller or Broker, then this booklet is deemed to be adequate to inform the home buyer about the existence of California Home Energy Rating Program.

Revised 09/10 Official C.A.R.* Publication 09/10



SQUARE FOOTAGE AND LOT SIZE DISCLOSURE AND ADVISORY

(C.A.R. Form SFLS, 12/20)

Property Address: 10755 Owens Pl., Tujunga, CA 91042 ("Property")

- 1. DIFFERENT SOURCES OF SQUARE FOOTAGE MEASUREMENTS:** Measurements of structures vary from source to source and that data is often contradictory. There is no one "official" size source or a "standard" method of calculating exterior structural size, interior space or square footage. Buyer should not rely on any advertised or disclosed square footage measurements and should retain their own experts to measure structural size and/or square footage during their contingency period, if any. This is especially important if Buyer is using square footage to determine whether to purchase the Property and/or are using a price per square foot to determine purchase price. Price per square foot calculations are generally broad estimates only, which can vary greatly depending upon property location, type of property and amenities; such calculations should not be relied upon by Buyer and the accuracy of any such figures should be independently verified by Buyer with their own experts including, but not limited to, a licensed appraiser.
- 2. PROPERTY (LOT) SIZE, DIMENSIONS, CONFIGURATIONS, AND BOUNDARIES:** Fences, hedges, walls, retaining walls, and other barriers or markers may not correspond with any legally-defined property boundaries, and existing structures or amenities may not be located within the actual property boundaries or local setback requirements. If lot size, dimensions, property configurations, boundary lines, and locations of improvements are important to Buyer's decision to purchase or the price Buyer is willing to pay, then Buyer should independently investigate by retaining the services of a licensed surveyor, the only professional who can accurately determine lot dimensions, boundary locations and acreage for the Property.
- 3. BROKER OBLIGATIONS:** Brokers and Agents do not have expertise in determining the exact square footage and lot size. Broker has not and will not verify the accuracy of any numerical statements regarding square footage, room dimensions, or lot size, or the location of boundaries.
- 4. DISCLOSURE OF MEASUREMENTS AND SOURCES:** Square footage and/or lot size numbers inserted into the spaces below, if any, were taken from the referenced source and may be approximations only. Other measurement sizes may exist from other sources.

| Source of Information | Sq. Footage | Lot Size | Additional Information | If checked, report attached |
|--------------------------|-------------|----------|--|-------------------------------------|
| Public Record | 1704 | | <i>Buyer to perform own due diligence.</i> | <input checked="" type="checkbox"/> |
| Multiple Listing Service | | | | <input type="checkbox"/> |
| Seller | | | Measurement comes from the following source: | <input type="checkbox"/> |
| Appraisal #1 | | | | <input type="checkbox"/> |
| Appraisal #2 | | | | <input type="checkbox"/> |
| Condominium Map/Plan | | | | <input type="checkbox"/> |
| Architectural Drawings | | | | <input type="checkbox"/> |
| Floor Plan/Drawings | | | | <input type="checkbox"/> |
| Survey | | | | <input type="checkbox"/> |
| Other | | | | <input type="checkbox"/> |
| Other | | | | <input type="checkbox"/> |

By signing below, Seller: (i) represents that Seller is not aware of any other measurements of the Property; and (ii) acknowledges that Seller has read, understands, and received a Copy of this Square Footage and Lot Size Advisory and Disclosure. Seller is encouraged to read it carefully.

Seller Arno Stephanian Date 01/08/2024
 Seller Edit Hartoonians Date 01/08/2024

By signing below, Buyer acknowledges that Buyer has read, understands, and received a Copy of this Square Footage and Lot Size Advisory and Disclosure. Buyer is encouraged to read it carefully. IF NO INFORMATION IS PROVIDED AND/OR ANY OF THESE MEASUREMENTS ARE MATERIAL TO BUYER, BUYER IS STRONGLY ADVISED TO INVESTIGATE THE VALIDITY, ACCURACY, OR EXISTENCE OF ANY MEASUREMENTS PROVIDED HEREIN OR OTHERWISE. IF BUYER DOES NOT DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS AND AGENTS.

Buyer _____ Date _____
 Buyer _____ Date _____

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 525 South Virgil Avenue, Los Angeles, California 90020





NON-CONTINGENT OFFER ADVISORY

(C.A.R. Form NCOA, 12/22)

1. **MARKET CONDITIONS:** Buyer has been informed, and is aware, that market conditions are cyclical and change over time. In a competitive or "hot" market with limited inventory, Buyers will sometimes consider making "non-contingent" or "contingent free" offers in an attempt to convince the Seller to accept their offer instead of another's. These types of offers have no contingencies: For a physical inspection of the property; For obtaining a loan; For a minimum appraisal value; For other investigations of the property; or for other matters which are commonly included in the Residential Purchase Agreements at other times.
2. **NON-CONTINGENT OFFERS:** Most residential purchase agreements contain contingencies allowing a Buyer a specified period of time to cancel a purchase: **(i)** if the Buyer cannot obtain a loan; **(ii)** if the Buyer is dissatisfied with the property's condition after an inspection; **(iii)** if the property does not appraise at a certain value; or **(iv)** for any other contingency within the purchase agreement. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a "hot" market, sellers will sometimes insist that Buyers write offers with no contingencies. While making a "contingency free" offer may give the Buyer a better chance of getting a Seller to accept their offer, there are risks in writing such an offer. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:
 - A. **LOAN CONTINGENCY:** A loan contingency allows you to cancel the contract, without penalty, if during the contingency period, you cannot obtain the loan specified in the agreement. If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.
 - B. **APPRAISAL CONTINGENCY:** An appraisal contingency allows you to cancel the contract, without penalty, if during the contingency period, your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it. If you give up your appraisal contingency, and the property does not appraise at the specified price, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you are not capable of purchasing the property, you may legally be in default under the contract and could be required to pay damages or forfeit your deposit to the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.
 - C. **INVESTIGATION CONTINGENCY:** An investigation contingency allows you to examine the property, and matters pertaining to it, such as the availability and cost of insurance. If you give up your investigation contingency, you could lose the right to cancel based on information you later discover, which is why it is important to conduct an investigation early. However, even if you make an offer without an investigation contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time. Without an investigation contingency, if you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller.
3. **BROKER RECOMMENDATIONS:**
 - A. Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: **(i)** review all available Seller reports, disclosures, information and documents; **(ii)** have an appropriate professional inspect the property (even if it is being sold "as is" in its present condition); and **(iii)** carefully assess your financial position and risk with your attorney, accountant or financial advisor.
 - B. There is inherent risk in writing a non-contingent offer. Only you, after careful consultation and deliberation with a qualified California real estate attorney, accountant, or financial advisor can decide how much risk you are willing to take. IT IS YOUR DECISION ALONE AND CANNOT BE MADE BY YOUR BROKER OR REAL ESTATE AGENT

Buyer acknowledges that Buyer has read, understands and has received a copy of this Non-Contingent Offer Advisory.

Buyer _____ Date _____

Buyer _____ Date _____

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NCOA 12/22 (PAGE 1 OF 1)

NON-CONTINGENT OFFER ADVISORY (NCOA PAGE 1 OF 1)

Keller Williams R.E. Services, 889 Americana Way Suite 408 Glendale CA 91210
 Justin Jenewein

Phone: 8183368567 Fax: _____
 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

10755 Owens Pl.



DISCLOSURE INFORMATION ADVISORY

(FOR SELLERS)

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

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

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DIA REVISED 6/23 (PAGE 1 OF 3)



DISCLOSURE INFORMATION ADVISORY (DIA PAGE 1 OF 3)

Keller Williams R.E. Services, 889 Americana Way Suite 408 Glendale CA 91210
Justin Jenewein

Phone: 8183368567 Fax:
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

10755 Owens Pl.

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

4. COMPLETING SPECIFIC TYPES OF DISCLOSURE DOCUMENTS:

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

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

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

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

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

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

SELLER PROPERTY QUESTIONNAIRE

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



EXEMPT SELLER DISCLOSURE (“ESD”)

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

5. FINAL RECOMMENDATIONS:

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


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

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

Seller Arno Stephanian Date 01/08/2024
DocuSigned by: 101015A00F09435...

Seller Edit Hartoonians Date 01/08/2024
DocuSigned by: Edit Hartoonians BB000C883487...

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USE OF NON-STANDARD FORMS ADVISORY

(C.A.R. Form NSF, 6/22)

Property Address: 10755 Owens Pl., Tujunga, CA 91042

1. **TRANSACTION DOCUMENTS:** You will be asked to review, sign or initial many documents as part of the purchase/sale of real property or a mobile/manufactured home. Organizations such as the California Association of REALTORS® (C.A.R.), a local Association of REALTORS® (Local AOR), or other entities that have no interest in your individual transaction, have prepared documents that are used by real estate licensees and their clients to enable buyers and sellers to enter into a purchase/sale transaction and address many issues that might arise during the transaction. Documents that are prepared by such organizations are referred to as “standard forms.” These standard forms may be prepared for use statewide or regionally.
2. **ADVANTAGES OF STANDARD FORMS:** Standard forms are prepared by persons knowledgeable in real estate practice and law and designed to address commonalities that occur in such transactions without favoring buyer or seller in any individual transaction. Standard forms are easily accessible by real estate licensees. Because of their widespread presence, their use in a transaction can help facilitate the purchase/sale process from beginning to end.
3. **NON-STANDARD FORMS:** Non-standard forms are commonly associated with and prepared by a person or entity that is either a buyer or seller or a representative of such principal. Real estate licensees who are not associated with such principals may not be aware of the terms contained in those documents, have access to them or their development, or be aware of changes made to them. Therefore, those agents cannot provide their buyers or sellers advice on how to proceed in a transaction involving non-standard forms or whether the terms in such forms are beneficial or detrimental to the client's interests. What follows are some examples of terms that have appeared in some non-standard forms:
 - A. Waivers of statutory rights created by the California legislature, local government or under federal law, even if not permitted under the applicable law;
 - B. Blanket, automatic waivers of all contingencies;
 - C. Applying the “passive” or “automatic” contingency removal method to the transaction, regardless of other documents in the transaction rather than the “active” method that requires written removal of contingencies;
 - D. Providing for non-refundable or automatic release of deposits, regardless of fault;
 - E. Attempt to limit liability of other parties by including release language, hold harmless clauses, indemnification agreements or other wording to limit the responsibility or liability of one party or the legal rights of the other.
4. **BROKER ADVICE:** Because non-standard forms may contain terms and conditions that differ from standard forms, and your real estate licensee is obligated to present to you all documents received from another party to your transaction, you are advised that:
 - A. Non-standard forms may contain terms and conditions that differ from standard forms;
 - B. Non-standard forms may contain terms and conditions which are not in your best interest or may negatively impact your legal, contractual and financial rights and obligations; and
 - C. Your real estate licensee cannot advise you on the legal and practical implications of non-standard forms.

You are advised to consult a qualified California real estate attorney of your choice before making the decision to proceed in a transaction with non-standard forms. If you fail to do so, you are acting against the advice of your broker.

The person(s) signing below has read and understands this Use of Non-Standard Forms Advisory and acknowledges receipt of a copy.

_____ Date _____

_____ Date _____

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USE OF NON-STANDARD FORMS ADVISORY (NSF PAGE 1 OF 1)



BUYER TRANSACTIONAL ADVISORY

(C.A.R. Form BTA, 12/22)

1. **GENERAL INFORMATION:** Buying real property is a process that has many different aspects to it. The information below will help you evaluate your role and the roles of others in the buying process.
2. **BUYER OBLIGATIONS:**
 - A. **REASONABLE CARE AND OTHER PROFESSIONAL ASSISTANCE:** Buyers have an affirmative duty to take steps to protect themselves, including discovery of the legal, practical and technical implications of discovered or disclosed facts, and investigation of information and facts which are known to them or are within their diligent attention and observation. Buyers are obligated to read all documents provided to them. Buyers should seek desired assistance from appropriate professionals, selected by them, such as those referenced in the attached Buyer's Investigation Advisory (C.A.R. Form BIA). Buyers are advised to read the attached Buyer's Investigation Advisory for a list of items and other concerns that may warrant investigation by them or other professionals.
 - B. **COMMUNICATING IMPORTANT ISSUES:** Buyers need to notify their Agent in writing of any important or material issue to them (C.A.R. Form BMI). If buyers' circumstances or interests change during the property buying process, buyers should notify their Agent, in writing.
3. **AGENT DUTIES AND LIMITATIONS:** Agents perform many services for buyers during the course of the home buying process. The sophistication of the buyers, the experience of others involved in a transaction, and the requirements of the specific transaction will all impact the Agent's duties.
 - A. **AGENT AUTHORIZATIONS, OBLIGATIONS AND LIMITATIONS:** For property transactions of which Agent is aware and not precluded from participating in by buyers, during the representation period, Agents are authorized to (i) provide and review forms to create a property contract for the acquisition of a specific property; (ii) deliver or communicate to buyers any disclosures, materials or information received by, in the personal possession of, or personally known to, the individual Agent signing below; and (iii) if the property contains at least one but not more than four residential units, perform a reasonably competent and diligent, visual inspection of the accessible areas of the 1-4 units and disclose to buyers any material facts concerning the value or desirability of the property that was observable in the inspection. Unless otherwise specified in writing, any information provided through Agent in the course of representing buyers has not been and will not be verified by Agent. Agent's services are performed in compliance with federal, state and local anti-discrimination laws. Agent owes no duty to inspect for common environmental hazards, earthquake weaknesses, or geologic and seismic hazards.
 - B. **SCOPE OF AGENT DUTIES:** Buyers acknowledges and agree that Agent: (i) does not decide what price buyers should pay or a seller will accept; (ii) does not guarantee the condition of the property; (iii) does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by seller or others; (iv) does not have an obligation to conduct an inspection of common areas or areas off the site of the property; (v) shall not be responsible for identifying defects on the property, in common areas or offsite unless such defects are visually observable by an inspection of reasonable accessible areas of the property or are known to Agent; (vi) shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) shall not be responsible for identifying the location of boundary lines, easements, or other encroachments on title; (viii) shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by buyers or seller; and (x) shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyers are advised to, and agree to, seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
 - C. **BUYER REPRESENTATION AGREEMENT ALLOWS DUAL AGENCY:** The Buyer Representation and Broker Compensation Agreement (C.A.R. Form BRBC) permits Broker to act as a dual agent for both buyer and seller in a transaction. Under California law, even though one individual real estate agent may be the only licensee in direct contact with a buyer on a property transaction and another individual agent may be the only licensee in direct contact with a seller for that same transaction, since both agents work for the same firm the brokerage firm, the brokerage firm and its agents are all dual agents in that transaction. It is also legally permissible for one real estate agent to be in direct contact with both buyer and seller, in which case a dual agency will also be established for both the brokerage firm and the agent in that transaction. If Buyer does not want to allow dual agency, then Buyer should discuss with Broker the implications of such a request and then come to an agreement with Broker.

By signing below, Buyer acknowledges that they have read, understand, and have received a Copy of this Buyer Transactional Advisory.

Buyer _____ Date _____

Buyer _____ Date _____

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BTA 12/22 (PAGE 1 OF 1)

BUYER TRANSACTIONAL ADVISORY (BTA PAGE 1 OF 1)



CALIFORNIA ASSOCIATION OF REALTORS®

DESIGNATED ELECTRONIC DELIVERY ADDRESS AMENDMENT (May be used to establish or change a designated electronic delivery address) (C.A.R. Form DEDA, 2/22)

The following terms and conditions, as applicable, are hereby incorporated in and made part of, and amend, the Purchase Agreement, OR [] Other [] ("Agreement"), dated [] on property known as 10755 Owens Pl., Tujunga, CA 91042 ("Property"), between [] ("Buyer") and Arno Stephanian, Edit Hartoonians ("Seller").

The addresses below are intended to replace all designated electronic delivery addresses, if any, specified in the Agreement.

- 1. The Designated Electronic Delivery Address for [] Buyer's Authorized Agent [X] Seller's Authorized Agent shall be (to be completed by the Authorized Agent identified):
A. Email escrows@thedonutguyrealtygroup.com Text # (818)336-8567
Alternate: Cheryl@cjpretc.com
B. [] if checked, Delivery shall be made to the alternate designated electronic delivery address only.
2. The Designated Electronic Delivery Address for [] Buyer's Authorized Agent [] Seller's Authorized Agent shall be (to be completed by the Authorized Agent identified):
A. Email Text #
Alternate:
B. [] if checked, Delivery shall be made to the alternate designated electronic delivery address only.

By signing below, Buyer and Seller and their Authorized Agents acknowledge that each has read, understands, and has received a copy of this Designated Electronic Delivery Address Amendment.

Buyer: Date
Buyer: Date
Seller: Arno Stephanian Date 01/08/2024
Seller: Edit Hartoonians Date 01/08/2024
Buyer's Brokerage Firm: Date
By Seller's Brokerage Firm: Keller Williams R.E. Services Date 01/10/2024
By Justin Jenewein

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DESIGNATED ELECTRONIC DELIVERY ADDRESS AMENDMENT (DEDA PAGE 1 OF 1)



CALIFORNIA
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WILDFIRE DISASTER ADVISORY

(For use with properties in or around areas affected by a wildfire)
(C.A.R. Form WFDA, Revised 6/22)

1. **WILDFIRE DISASTERS:** Buyer/Lessee is aware that as a result of recent wildfire disasters there are current and unresolved health and safety concerns related to the aftermath and clean-up of the wildfire disaster areas, as well as unknown and possible future concerns related to the rebuilding of infrastructure in the affected areas of the wildfires. Unfortunately, the impact of wildfires has not been limited to the fire areas themselves. Many areas have had air quality impacted by smoke and air particulates from distant fires. Additionally, fires continue to occur in previously unaffected areas. Fires may be an issue throughout the state of California.
2. **WILDFIRE DISASTER CONCERNS AND ISSUES:** The following non-exhaustive list represents concerns and issues that may impact Buyer/Lessee decisions about purchasing or leasing property impacted by a wildfire disaster, both currently and in the future. It is not intended to be, nor can it be, a check list for all issues that might arise when purchasing or leasing property impacted by a wildfire disaster; **concerns and issues include, but are not limited to:**
 - A. Insurance related issues such as past claims, the importance of identifying the insurability of the property, and the availability and the cost of insurance as early in the process as possible;
 - B. Lot clearing costs and requirements; toxic materials analysis, debris removal requirements;
 - C. Whether the home has been fire hardened, and if so to what extent, to help reduce the risk of the structure catching fire;
 - D. Local, state and federal requirements for cleanup and building approvals;
 - E. Air quality, soil quality, and any other environmental or personal health concerns, even after the wildfire event has ended;
 - F. Timelines, costs and requirements when obtaining required permits for building and utilities installation;
 - G. Availability of and access to electricity, gas, sewer and other public or private utility services;
 - H. Water delivery/potability; septic and/or sewer design; requirements and construction costs;
 - I. Potential redesign of streets and infrastructure including possible eminent domain, land condemnation and/or acquisition;
 - J. Inconvenience and delays due to road construction and unavailability of various goods, systems, or services; and
 - K. Impact that federal, state or local disaster declarations may have on materials prices, costs and rents.
3. **BUYER/LESSEE ADVISORIES: Buyer/Lessee is advised:**
 - A. To check early in your transaction to determine if you are able to obtain insurance on the property.
 - B. To investigate to their own satisfaction any and all concerns of Buyer/Lessee about the intended use of the property.
 - C. That the area of the wildfire disaster will likely be under construction for a protracted period of time after a fire, and Buyer/Lessee may be inconvenienced by delays, traffic congestion, noise, dust, intermittent utilities availability.
 - D. That due to the extraordinary catastrophe of a wildfire, there may be changes and variations in local, state or federal laws, codes, or requirements throughout the ongoing process of planning and rebuilding in the wildfire disaster area.
 - E. That some insurers have reduced or cancelled offerings for fire insurance or increased costs that impact a Buyer/Lessee's ability to afford or qualify for loans or meet income ratios for rentals.
 - F. That if you are not able to obtain fire insurance and have removed property investigation or loan contingencies you may be in breach of the purchase or rental agreement.
4. **RESOURCES:** Below is a non-exhaustive list of potential resources provided as a starting point for Buyer/Lessee investigations and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.
 - A. California Department of Insurance "WildfireResource" <http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm>; 1-800-927-4357
 - B. Governor's Office of Emergency Services "Cal OES" California Wildfires Statewide Recovery Resources <https://wildfirerecovery.caloes.ca.gov/>
 - C. California Department of Forestry and Fire ("Cal Fire") <https://calfire.ca.gov/> and <https://www.readyforwildfire.org/>
 - D. California Department of Transportation <https://calsta.ca.gov/>
 - E. California Attorney General <https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1>
 - F. The American Institute of Architects "Wildfire Recovery Resources" <https://aia.org/pages/165776-wildfire-recovery-resources>
 - G. Buyer/Lessee is advised to check all local municipalities (County, City, and/or Town where the property is located) for additional resources.
5. **FIRE HARDENING AND DEFENSIBLE SPACE ADVISORY:**
 - A. California law requires certain disclosures be made concerning a property's compliance with safeguards that may minimize the risk of a structure on the property catching fire (fire hardening) and that an agreement be reached concerning compliance with requirements that the area surrounding structures be maintained to minimize the risk of the spread of wildfires (defensible space). The fire hardening and defensible space laws only apply if, among other requirements, the property is located in either a **high or very high fire** hazard severity zone. If there exists a final inspection report covering fire hardening or defensible space compliance, such a report may need to be provided to the buyer. C.A.R. Form FHDS may be used to satisfy the legal requirements.
 - B. **WHERE TO LOCATE INFORMATION:** Seller has the obligation to determine if compliance with the fire hardening and defensible space requirements are applicable to Seller and the property. It may be possible to determine if a property is in a **high or very high** fire hazard severity zone by consulting with a natural hazard zone disclosure company or reviewing the company's report. This information may also be available through a local agency where this information should have been filed.

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WFDA REVISED 6/22 (PAGE 1 OF 2)

WILDFIRE DISASTER ADVISORY (WFDA PAGE 1 OF 2)

Keller Williams R.E. Services, 889 Americana Way Suite 408 Glendale CA 91210
Justin Jenewein

Phone: 8183368567
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Fax:
www.lwolf.com

10755 Owens Pl.



C. Even if the Property is not in either of the zones specified above, or if the Seller is unable to determine whether the Property is in either of those zones, if the Property is in or near a mountainous area, forest-covered lands, brush covered lands, grass-covered lands or land that is covered with flammable material, a Seller may choose to make the disclosures because a Buyer might consider the information material. Reports in the Seller's possession that materially affect the value and desirability of the property shall be Delivered as provided by the agreement.


6. **BUYER/LESSEE ACKNOWLEDGEMENT:** Buyer/Lessee understands that Real Estate Agents and Real Estate Brokers have no authority or expertise for providing guidance through the process of investigating the concerns described herein. Buyer/Lessee has an affirmative duty to exercise reasonable care in protecting themselves.

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

Buyer/Lessee _____ Date _____

Buyer/Lessee _____ Date _____

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WFDA REVISED 6/22 (PAGE 2 OF 2)

WILDFIRE DISASTER ADVISORY (WFDA PAGE 2 OF 2)



MARKET CONDITIONS ADVISORY (C.A.R. Form MCA, Revised 12/21)

1. **MARKET CONDITIONS:** Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or “hot” real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or “cool” market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these “distressed” property sales and listings into consideration when valuing property. In light of the real estate market's cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.
2. **BUYER CONSIDERATIONS:**
 - A. **OFFERING PRICE:** AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: **(i)** If your offer is accepted, the property's value may not increase and may even decrease. **(ii)** If your offer is accepted, you may have “Buyer's remorse” that you paid too much. **(iii)** If your offer is rejected there can be no guarantee that you will find a similar property at the same price. **(iv)** If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.
 - B. **NON-CONTINGENT OFFERS:** Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: **(i)** the Buyer cannot obtain a loan; **(ii)** is dissatisfied with the property's condition after an inspection; or **(iii)** if the property does not appraise at a certain value. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a “hot” market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:
 - (1) LOAN CONTINGENCY:** If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.
 - (2) APPRAISAL CONTINGENCY:** If your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.
 - (3) INVESTIGATION CONTINGENCY:** If you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your investigation contingency. This may also include the ability to insure the property, so you should investigate this early in the process. However, even if you make an offer without an investigation contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.

There is inherent risk in writing a non-contingent offer. Only you, after careful consultation and deliberation with your attorney, accountant, or financial advisor can decide how much risk you are willing to take. IT IS YOUR DECISION ALONE AND CANNOT BE MADE BY YOUR BROKER OR REAL ESTATE AGENT.

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MARKET CONDITIONS ADVISORY (MCA PAGE 1 OF 2)

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Justin Jenewein

Phone: 8183368567
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Fax:
www.lwof.com

10755 Owens Pl.

C. BROKER RECOMMENDATIONS. Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: (i) review all available Seller reports, disclosures, information and documents; (ii) have an appropriate professional inspect the property (even if it is being sold "as is" in its present condition); and (iii) carefully assess your financial position and risk with your attorney, accountant or financial advisor.

D. MULTIPLE OFFERS: At times Buyers may write offers on more than one property even though the Buyer intends to purchase only one. This may occur in a short sale when the approval process can take a considerable amount of time, or it could also occur in a hot market when the Buyer is having difficulty getting an offer accepted. While it is not illegal to make offers on multiple properties with intent to purchase only one, the Buyer can be obligated to many Sellers if more than one accepts the Buyer's offers. Additionally, if any offer is accepted without contingencies, and the buyer does not perform, there can be a breach. If the Buyer has not disclosed that the Buyer is writing multiple offers with the intent to purchase only one and the Buyer subsequently cancels without using a contingency created for this purpose, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract. This claim may even be possible when the Buyer has all the standard contingencies remaining in the contract, as the Seller could argue that a cancellation for this reason would not fall under the good faith exercise of any of the those contingencies.

3. SELLER CONSIDERATIONS: As a Seller, you are responsible for determining the asking price for your property. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All Sellers should be sure they are comfortable with the asking price they are setting and the price they are accepting. There is not, and cannot be, any guarantee that the price you decide to ask for your property, or the price at which you agree to sell your property is the highest available price obtainable for the property. It is solely your decision as to how much to ask for your property and at which price to sell your property.

Buyer/Seller acknowledges each has read, understands and has received a copy of this Market Conditions Advisory.

| | | | |
|--------|--|------|------------|
| Buyer | _____ | Date | _____ |
| Buyer | _____ | Date | _____ |
| Seller |  DocuSigned by: Arno Stephanian | Date | 01/08/2024 |
| Seller |  DocuSigned by: Edit Hartoonians | Date | 01/08/2024 |

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WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR ADVISORY

(C.A.R. Form WCMD, Revised 12/23)

1. WATER-CONSERVING PLUMBING FIXTURES

A. INSTALLATION:

- (1) **Requirements:** (a) Single-Family Properties. California law (Civil Code § 1101.4) requires all single-family residences built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures after January 1, 2017. (b) Multifamily and Commercial Properties. Civil Code § 1101.5 requires all multifamily residential and commercial properties built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures after January 1, 2019. Additionally, on and after January 1, 2014, a multifamily residential and commercial property built on or before January 1, 1994 that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval if the alteration or improvement increases floor area space by more than 10 percent, or has a cost greater than \$150,000, or for any room in a building which requires a building permit.
- (2) **Exceptions:** These requirements do not apply to (i) registered historical sites, (ii) real property for which a licensed plumber certified that, due to the age or configuration of the property or its plumbing, installation of water-conserving plumbing fixtures is not technically feasible, or (iii) a building for which water service is permanently disconnected. Additionally, there is a one-year exemption for any building slated for demolition, and any city or county that has adopted a retrofit requirement prior to 2009 is itself exempt. (Civil Code §§1101.6, 1101.7, and 1101.9.)

B. Disclosure of Water-Conserving Plumbing Fixtures: Although the installation of water-conserving plumbing fixtures is not a point-of-sale requirement, California Civil Code §§ 1101.4 (single family properties beginning 2017) and 1101.5 (multifamily and commercial properties beginning 2019) require the seller to disclose to the buyer the requirements concerning water-conserving plumbing fixtures and whether the property contains any noncompliant water fixtures.

C. Noncompliant Water Fixtures: Noncompliant water fixtures are any of the following: (i) any toilet manufactured to use more than 1.6 gallons of water per flush, (ii) any urinal manufactured to use more than one gallon of water per flush, (iii) any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute, (iv) any interior faucet that emits more than 2.2 gallons of water per minute. (Civil Code § 1101.3.) Buyer and Seller are each advised to consult with their own home inspector or contractor to determine if any water fixture is noncompliant.

2. CARBON MONOXIDE DETECTORS:

A. INSTALLATION:

- (1) **Requirements:** California law (Health and Safety Code §§ 13260 to 13263 and 17926 to 17926.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed and that all other types of dwelling units intended for human occupancy have carbon monoxide detectors installed on or before January 1, 2013. The January 1, 2013 requirement applies to a duplex, lodging house, dormitory, hotel, condominium, time-share and apartment, among others.
- (2) **Exceptions:** The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage. The law does not apply to dwelling units owned or leased by the State of California, the Regents of the University of California or local government agencies. Aside from these three owner types, there are **no other owner exemptions** from the installation requirement; it applies to all owners of dwellings, be they individual banks, corporations, or other entities. There is no exemption for REO properties.

B. DISCLOSURE OF CARBON MONOXIDE DETECTORS: The Health and Safety Code does not require a disclosure regarding the existence of carbon monoxide detectors in a dwelling. However, a seller of residential 1-4 property who is required to complete a Real Estate Transfer Disclosure Statement, (C.A.R. Form TDS) or a Manufactured Home and Mobilehome Transfer Disclosure Statement (C.A.R. Form MHTDS) must use section II A of that form to disclose whether or not the dwelling unit has a carbon monoxide detector.

C. COMPLIANCE WITH INSTALLATION REQUIREMENT: State building code requires at a minimum, placement of carbon monoxide detectors in applicable properties outside of each sleeping area, and on each floor in a multi-level dwelling but additional or different requirements may apply depending on local building standards and manufacturer instructions. An owner who fails to install a carbon monoxide detector when required by law and continues to fail to install the detector after being given notice by a governmental agency could be liable for a fine of up to \$200 for each violation. A transfer of a property where a seller, as an owner, has not installed carbon monoxide detectors, when required to do so by law, will not be invalidated, but the seller/owner could be subject to damages of up to \$100, plus court costs and attorney fees. Buyer and Seller are each advised to consult with their own home inspector, contractor or building department to determine the exact location for installation of carbon monoxide detectors. Buyer is advised to consult with a professional of Buyer's choosing to determine whether the property has carbon monoxide detector(s) installed as required by law, and if not to discuss with their counsel the potential consequences.

3. LOCAL REQUIREMENTS: Some localities maintain their own retrofit or point of sale requirements which may include the requirement that water-conserving plumbing fixtures and/or a carbon monoxide detector be installed prior to a transfer of property. Therefore, it is important to check the local city or county building and safety departments regarding point of sale or retrofit requirements when transferring property.

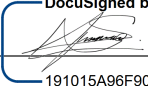
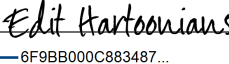
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WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR ADVISORY (WCMD PAGE 1 OF 2)

By signing below, Buyer and Seller each acknowledge that they have read, understand, and have received a copy of this Water-Conserving Plumbing Fixtures and Carbon Monoxide Detector Advisory

| | | | | | |
|--------|---|----------------|-------------------------|------|-------------------|
| Seller |  | DocuSigned by: | <u>Arno Stephanian</u> | Date | <u>01/08/2024</u> |
| Seller |  | DocuSigned by: | <u>Edit Hartoonians</u> | Date | <u>01/08/2024</u> |
| Buyer | | | | Date | |
| Buyer | | | | Date | |

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WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR ADVISORY (WCMD PAGE 2 OF 2)



STATEWIDE BUYER AND SELLER ADVISORY
(This Form Does Not Replace Local Condition Disclosures.
Additional Advisories or Disclosures May Be Attached)
 (C.A.R. Form SBSA, Revised 6/23)

BUYER RIGHTS AND DUTIES:

- The physical condition of the land and improvements being purchased are not guaranteed by Seller or Brokers.
- You should conduct thorough investigations of the Property both personally and with appropriate professionals.
- If professionals recommend further inspections, you should contact qualified experts to conduct such inspections.
- You should retain your own professional even if Seller or Broker has provided you with existing reports.
- You should read all written reports given to you and discuss those reports with the persons who prepared them. It is possible that different reports provided to you contain conflicting information. If there are discrepancies between reports, disclosures or other information, you are responsible for contacting appropriate professionals to confirm the accuracy of correctness of the reports, disclosures or information.
- You have the right to request that the Seller make repairs or corrections or take other actions based on inspections or disclosures, but the Seller is not obligated to respond to you or make any such repairs, corrections or other requested actions.
- If the Seller is unwilling or unable to satisfy your requests, and you act within certain time periods, you may have the right to cancel the Agreement (the Purchase Agreement and any Counter Offer and Addenda together are the "Agreement"). If you cancel outside of these periods, you may be in breach of the Agreement and your deposit might be at risk.

YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

SELLER RIGHTS AND DUTIES:

- You have a duty to disclose material facts known to you that affect the value or desirability of the Property.
- You are obligated to make the Property available to the Buyer and have utilities on for inspections as allowed by the Agreement.
- This form is not a substitute for completing a Real Estate Transfer Disclosure Statement, if required, and any other property-specific questionnaires or disclosures.

BROKER RIGHTS AND DUTIES:

- Brokers do not have expertise in all areas and matters affecting the Property or your evaluation of it.
- For most sales of residential properties with no more than four units, Brokers have a duty to make a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to you material facts or defects that the inspection reveals.
- Many defects and conditions may not be discoverable by a Broker's visual inspection.
- If Brokers give a referral to another professional, Brokers do not guarantee that person's performance. You may select any professional of your own choosing.
- If a Broker gives you reports or other documents, unless otherwise specified, it is possible that different reports provided to you contain conflicting information. Broker has not and will not verify or otherwise investigate the information contained therein.
- Any written agreement between a Broker and either Buyer or Seller or both establishes the rights and responsibilities of those parties.

LEGAL, TAX AND CONTRACT CONSIDERATIONS FOR BOTH BUYER AND SELLER:

- You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. You should contact a CPA or tax attorney to determine (i) the basis of the property for income tax purposes; and (ii) any calculations necessary to determine if a sale, and what price, would result in any capital gains taxes that may need to be reported to State and Federal taxing agencies. In addition, you should consult with the CPA or tax attorney regarding what factors affect how the property tax basis is determined. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange.
- The terms of the Agreement and any counter offers and addenda establish your rights and responsibilities to each other.

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STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 1 OF 15)

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A. Investigation of Physical Conditions

- EASEMENTS, ACCESS AND ENCROACHMENTS:** Buyer and Seller are advised that confirming the exact location of easements, shared or private driveways or roadways, and encroachments on or to the Property may be possible only by conducting a survey. There may be unrecorded easements, access rights, encroachments and other agreements affecting the Property that may not be disclosed by a survey. Representations regarding these items that are made in a Multiple Listing Service or advertisements, or plotted by a title company are often approximations, or based upon inaccurate or incomplete records. Unless otherwise specified by Broker in writing, Brokers have not verified any such matters or any representations made by Seller(s) or others. If Buyer wants further information, Buyer is advised and Broker(s) recommend that Buyer hire a licensed surveyor during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- ENVIRONMENTAL HAZARDS:** Buyer and Seller are advised that the presence of certain kinds of organisms, toxins and contaminants, including, but not limited to, mold (airborne, toxic or otherwise), fungi, mildew, lead-based paint and

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other lead contamination, asbestos, formaldehyde, radon, pcb's, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, or other materials may adversely affect the Property and the health of individuals who live on or work at the property as well as pets. Some municipalities may impose additional requirements regarding underground storage tanks, which may be more common in certain areas and cities throughout the State, especially where there are larger, older homes built before 1935. It is possible that these tanks, either now or in the future, may require inspections or abatement. If Buyer wants further information, Buyer is advised, and Broker(s) recommends, that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyer is also advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Broker recommends that Buyer and Seller read the booklets titled, "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants," and "Protect Your Family From Lead In Your Home." Brokers do not have expertise in this area.

3. **FORMALDEHYDE:** Formaldehyde is a substance known to the State of California to cause cancer. Exposure to formaldehyde may be caused by materials used in the construction of homes. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of select homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes that were tested. Formaldehyde is present in the air because it is emitted by a variety of building materials and home products used in construction. The materials include carpeting, pressed wood products, insulation, plastics, and glues. Most homes that have been tested elsewhere do contain formaldehyde, although the concentrations vary from home to home with no obvious explanation for the differences. One of the problems is that many suppliers of building materials and home products do not provide information on chemical ingredients to builders. Buyers may have further questions about these issues. Buyer is advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants." Brokers do not have expertise in this area.
4. **GEOLOGIC HAZARDS:** Buyer and Seller are advised that California has experienced earthquakes in the past, and there is always a potential of future earthquakes. Damage caused by an earthquake may not be discoverable by a visual inspection of Buyer(s) or Broker(s). Inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all structures and improvements on the Property. If the Property is a condominium, or located in a planned unit development or in a common interest subdivision, Buyer is advised to contact the homeowners association about earthquake repairs and retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake repairs or retrofit work. Buyer is encouraged to obtain and read the booklet entitled, "The Homeowner's Guide to Earthquake Safety." In most cases a questionnaire within the booklet must be completed by Seller and the entire booklet given to the Buyer if the Property was built prior to 1960. If the Property was built before 1975, and contains structures constructed of masonry or precast (tilt up) concrete walls, with wood frame floors or roof, or if the building has unreinforced masonry walls, then Seller must provide Buyer a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many areas have a wide range of geologic problems and numerous studies have been made of these conditions. Some of this information is available for public review at city and county planning departments. Buyer is encouraged to review the public maps and reports and/or obtain a geologist's inspection report. Buyer may be able to obtain earthquake insurance to protect their interest in the Property. Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance naming Seller(s) as insured lien holder(s). Brokers do not have expertise in this area.
5. **INSPECTIONS:** Buyer and Seller are advised that Buyer has the right to obtain various inspections of the Property under most residential purchase agreements. Buyer is advised to have the Property inspected by a professional property inspection service within Buyer's inspection contingency period. A licensed building contractor or other professional may perform these services. The inspector generally does not look behind walls or under carpets, or take equipment apart. Certain items on the Property, such as chimneys and spark arresters, plumbing, heating, air conditioning, electrical wiring, pool and spa, septic system, well, roof, foundation and structural items may need to be inspected by another professional, such as a chimney sweep, plumber, electrician, pool and spa service, septic or well company or roofer. A general physical inspection typically will not test for mold, wood destroying pests, lead-based paint, radon, asbestos and other environmental hazards, geologic conditions, age, remaining useful life or water-tightness of roof, cracks, leaks or operational problems associated with a pool or spa or connection of the Property to a sewer system. If Buyer wants further information on any aspect of the Property, Broker recommends that Buyer have a discussion with the professional property inspector and that Buyer hire an appropriate professional for the area of concern to Buyer. Brokers do not verify the results of any such inspection or guarantee the performance of any such inspector or service. Any election by Buyer to waive the right to a physical inspection of the Property or to rely on somebody other than an appropriate professional is against the advice of Brokers. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in these area.
6. **MOLD:** Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew and other organisms, sometimes referred to as "toxic mold" (collectively "Mold"), may adversely affect the Property and the health of individuals who live on or work at the Property as well as pets. Mold does not affect all people the same way, and may not affect some people at all. Mold may be caused by water leaks or other sources of moisture such as, but not limited to, flooding, and leaks in windows, pipes and roof. Seller is advised to disclose the existence of any such conditions of which he or she is aware. Buyer should carefully review all of Seller's disclosures for any indication that any of



these conditions exist. It is, however, possible that Mold may be hidden and that Seller is completely unaware of its existence. In addition, Mold is often undetectable from a visual inspection, a professional general property inspection and even a structural pest control inspection. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer have the Property tested for Mold by an environmental hygienist or other appropriate professional during Buyer's inspection contingency period. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in this area.

7. **PETS AND ANIMALS:** Buyer and Seller are advised that the current or previous owner(s) may have had domesticated or other pets and animals at the Property. Odors from animal urine or other contamination may be dormant for long periods of time and then become active because of heat, humidity or other factors and might not be eliminated by cleaning or replacing carpets or other cleaning methods. Pet urine and feces can also damage hardwood floors and other floor coverings. Additionally, an animal may have had fleas, ticks and other pests that remain on the Property after the animal has been removed. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
8. **SEPTIC SYSTEMS:** Buyer and Seller are advised that a property may be served by one or more septic systems even though adjoining properties are connected to a sewer line. Buyer and Seller are also advised that some septic tanks and systems may have been abandoned or have leaked into ground water sources. Buyer is advised to contact the appropriate government agency to verify that the Property is connected to a sewer or served by a septic system. If the Property is served by a septic system, it may consist of a septic tank, cesspool, pits, leach lines or a combination of such mechanisms ("collectively, System"). No representation or warranty is made by Seller or Broker concerning the condition, operability, size, capacity or future expansion of a System, nor whether a System is adequate for use by the intended occupants of the Property. A change in the number of occupants or the quantity, composition or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall and ground water table may also affect the efficiency of the System. Many factors including, but not limited to, natural forces, age, deterioration of materials and the load imposed on a System can cause the System to fail at any time. Broker recommends that Buyer obtain an independent evaluation of any System by a qualified sanitation professional during Buyer's inspection contingency period. Buyer should consult with their sanitation professional to determine if their report includes the tank only, or other additional components of the System such as pits and leach fields. Not all inspectors are licensed and licenses are not available for all types of inspection activities. In some cases, Buyer's lender as well as local government agencies may require System inspection. System-related maintenance costs may include, but not be limited to, locating, pumping or providing outlets to ground level. Brokers are unable to advise Buyer or Seller regarding System-related issues or associated costs, which may be significant. If Buyer and Seller agree to obtain a System inspection, Buyer and Seller are cautioned that the inspection cost may include, but not be limited to, the costs of locating, pumping or providing outlets to ground level. Brokers do not have expertise in this area.
9. **SOIL AND GEOLOGIC CONDITIONS:** Buyer and Seller are advised that real estate in California is subject to settling, slippage, contraction, expansion erosion, subsidence, earthquakes and other land movement. The Property may be constructed on fill or improperly compacted soil and may have inadequate drainage capability. Any of these matters can cause structural problems to improvements on the Property. Civil or geo-technical engineers are best suited to evaluate soil stability, grading, drainage and other soil conditions. Additionally, the Property may contain known or unknown mines, mills, caves or wells. If Buyer wants further information, Broker recommends that Buyer hire an appropriate professional. Not all inspectors are licensed and licenses are not available for all types of inspections. Brokers do not have expertise in this area.
10. **SQUARE FOOTAGE, LOT SIZE, BOUNDARIES AND SURVEYS:** Buyer and Seller are advised that only an appraiser or land surveyor, as applicable, can reliably confirm square footage, lot size, Property corners and exact boundaries of the Property. Representations regarding these items that are made in a Multiple Listing Service, advertisements, and from property tax assessor records are often approximations, or based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Unless otherwise specified by Broker in writing, Brokers have not verified any such boundary lines or any representations made by Seller or others concerning square footage, lot size, Property corners or exact boundaries. Standard title insurance does not insure the boundaries of the Property. If the exact square footage or lot size or location of Property corners or boundaries is an important consideration in Buyer's decision to purchase the Property and/or how much Buyer is willing to pay for the Property, then Buyer must independently conduct Buyer's own investigation through appropriate professionals, appraisers, or licensed surveyors and rely solely on their data, recognizing that all measurements may not be consistent and that different sources may have different size assessments. Brokers do not have expertise in this area.
11. **WATER INTRUSION:** Buyer and Seller are advised that many homes suffer from water intrusion or leakage. The causes of water intrusion are varied, and can include defective construction, faulty grading, deterioration of building materials and absence of waterproof barriers. Water intrusion can cause serious damage to the Property. This damage can consist of wood rot, mold, mildew and even damage to the structural integrity of the Property. The cost of repairing and remediating water intrusion damage and its causes can be very significant. The existence and cause of water intrusion is often difficult to detect. Because you, your Broker or a general home inspector cannot visually observe any effects of water intrusion, Buyer and Seller should not assume that such intrusion does not exist. Broker recommends that Buyer have the Property inspected for water intrusion by an appropriate professional. Brokers do not have expertise in this area.
12. **WELL AND WATER SYSTEM(S):** Buyer and Seller are advised that the Property may be served by one or more water



wells, springs, or private community or public water systems. Any of these private or public water systems may contain bacteria, chemicals, minerals and metals, such as chromium. Well(s) may have been abandoned on the Property. Buyer is advised to have both the quality and the quantity of water evaluated, and to obtain an analysis of the quality of any domestic and agricultural water in use, or to be used at the Property, from whatever source. Water quality tests can include not only tests for bacteria, such as coliform, but also tests for organic and inorganic chemicals, metals, mineral content and gross alpha testing for radioactivity. Broker recommends that Buyer consult with a licensed, qualified well and pump company and local government agency to determine whether any well/spring or water system will adequately serve Buyer's intended use and that Buyer have a well consultant perform an extended well output test for this purpose. Water well or spring capacity, quantity output and quality may change at any time. There are no guarantees as to the future water quality, quantity or duration of any well or spring. If Buyer wants further information, Broker(s) recommend that Buyer obtain an inspection of the condition, age, adequacy and performance of all components of the well/spring and any water system during Buyer's inspection contingency period. Brokers do not have expertise in this area.

- 13. WOOD DESTROYING PESTS:** Buyer and Seller are advised that the presence of, or conditions likely to lead to the presence of infestation or infection of wood destroying pests and organisms may adversely affect the Property. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. If Buyer wants further information, Buyer is advised and Broker recommends that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation, by a registered structural pest control company during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 14. FIRE HARDENING, DEFENSIBLE SPACE, AND WILDFIRE DISASTERS:** California is subject to wildfires which have resulted in damage and destruction of many properties located in the state. Several recent state laws have mandated disclosures by sellers when selling properties in certain identified zones, such as "high" or "very high" fire severity zones. Additionally, state law mandates that sellers provide buyers with statements of compliance with local mandates if adopted by local agencies. The Property may be located in a high or very high fire severity zone. This may impact the availability of insurance and the ability to build or rebuild structures on the Property. Additionally, there may be requirements that certain fire prevention steps may be mandated. Information on fire hardening, including current building standards and information on minimum annual vegetation management standards to protect homes from wildfires, can be obtained on the internet website <http://www.readyforwildfire.org>. Cal Fire has made available a "Fire Hazard Severity Zone Viewer" where you can input the Property address to determine which fire hazard zone, if any, that the Property is located in. The viewer is available at <https://egis.fire.ca.gov/FHSZ/>. Below is a partial list of potential resources provided as a starting point for Buyer/Lessee investigations and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.
- A. California Department of Insurance ("Wildfire Resource") <http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm>; 1-800-927-4357
 - B. Governor's Office of Emergency Services "Cal OES" California Wildfires Statewide Recovery Resources <http://wildfirerecovery.org/>
 - C. California Department of Forestry and Fire "Cal Fire" <http://fire.ca.gov/> and <https://www.readyforwildfire.org/>
 - D. California Department of Transportation <https://calsta.ca.gov/>
 - E. California Attorney General <https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1>

Brokers do not have expertise in this area.

- 15. PRELIMINARY (TITLE) REPORT:** A preliminary report is a document prepared by a title company which shows the conditions upon which the title company is willing to offer a policy of title insurance. However, a preliminary report is not an "abstract of title;" the title company does not conduct an exhaustive search of the title record and does not guarantee the condition of title. Nevertheless, the preliminary report documents many matters that have been recorded that can impact an owner's use of the property such as known easements, access rights, and encroachments and, if applicable, governing documents and restrictions for a homeowners' association (HOA). Among many other restrictions that may appear in the HOA documents are restrictions on the number and weight of pets that are allowed. A preliminary report may contain links to important documents referred to in the report. Broker recommends that Buyer reviews the preliminary report and any documents referenced by links and keep a printed or electronic copy of the preliminary report and documents referenced by link. Brokers do not have expertise in this area.

B. Property Use and Ownership

- 1. ACCESSORY DWELLING UNITS:** Accessory Dwelling Units (ADUs) are known by many names: granny flats, in-law units, backyard cottages, secondary units and more. California has passed laws to promote the development of ADUs. Additional information about ADUs can be found at <http://hcd.ca.gov/policy-research/AccessoryDwellingUnits.shtml>. Buyer is advised to check with appropriate government agencies or third party professionals to verify permits and legal requirements and the effect of such requirements on current and future use and rentability of the Property, its development and size. Brokers do not have expertise in this area.
- 2. BUILDING PERMITS, ZONING AND CODE COMPLIANCE:** Buyer and Seller are advised that any structure on the Property, including the original structure and any addition, modification, remodel or improvement may have been built without permits, not according to building codes, or in violation of zoning laws. Further, even if such structure was built according to the then-existing code or zoning requirement, it may not be in compliance with current building standards or local zoning. It is also possible that local law may not permit structures that now exist to be rebuilt in the event of



damage or destruction. Certain governmental agencies may require periodic inspections to occur in the future. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

3. **BUYER INTENDED FUTURE USE OF, AND MODIFICATIONS TO, THE PROPERTY:** Buyer and Seller are advised that Seller's existing use of the property may not be consistent with Buyer's intended use or any future use that Buyer makes of the property, whether or not Buyer has any current plans to change the use. Buyer is advised to check with appropriate government agencies or third party professionals to verify what legal requirements are needed to accommodate any change in use. In addition, neither Seller nor Broker make any representations as to what modifications Buyer can make to the Property after close of escrow as well as any cost factors associated with any such modifications. Buyer is advised to check with his own licensed contractor and other such professionals as well as with the appropriate government agencies to determine what modifications Buyer will be allowed to make after close of escrow. Brokers do not have expertise in this area.
4. **CALIFORNIA FAIR PLAN:** Buyer and Seller are advised that insurance for certain hillside, oceanfront and brush properties may be available only from the California Fair Plan. This may increase the cost of insurance for such properties and coverage may be limited. Broker(s) recommend that Buyer consult with Buyer's own insurance agent during Buyer's inspection contingency period regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing of a California Fair Plan application. Brokers do not have expertise in this area.
5. **FUTURE REPAIRS, REPLACEMENTS AND REMODELS:** Buyer and Seller are advised that replacement or repairs of certain systems or rebuilding or remodeling of all or a portion of the Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair, rebuild or remodel has occurred. Permit or code requirements or building standards may change after Close of Escrow, resulting in increasing costs to repair existing features. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
6. **HEATING VENTILATING AND AIR CONDITIONING SYSTEMS:** Changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC): (i) Federal regulations now require manufacturers of HVAC units to produce only units meeting a new higher Seasonal Energy Efficiency Rating (SEER). This will likely impact repairs and replacements of existing HVAC units. State regulations now require that when installing or replacing HVAC units, with some exceptions, duct work must be tested for leaks. Duct work leaking more than 15 percent must be repaired to reduce leaks. The average existing duct work typically leaks 30 percent. More information is available at the California Energy Commission's website <https://www.energy.ca.gov/programs-and-topics/programs/home-energy-rating-system-hers-program>. Home warranty policies may not cover such inspections or repairs, (ii) the phase out of the use of HCFC-22 (R-22 Freon) will have an impact on repairs and replacement of existing air conditioning units and heat pumps. The production and import of HCFC-22 ended January 1, 2020. Existing systems may continue to be used and HCFC-22 recovered and reclaimed or that was produced prior to 2020 can help meet the needs of existing systems, however, costs may rise. More information is available from the Environmental Protection Agency at https://www.epa.gov/sites/production/files/2018-08/documents/residential_air_conditioning_and_the_phaseout_of_hcfc-22_what_you_need_to_know.pdf and <http://www.epa.gov/ozone/title6/phaseout/22phaseout.html>, and (iii) New efficiency standards are also in place for water heaters. As a consequence, replacement water heaters will generally be larger than existing units and may not fit in the existing space. Additional venting and other modifications may be required as well. More information is available from the U.S. Department of Energy at http://www.eere.energy.gov/buildings/appliance_standards/product.aspx/productid/27. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
7. **HISTORICAL DESIGNATION, COASTAL COMMISSION, ARCHITECTURAL, LANDSCAPE, AGRICULTURAL OR OPEN SPACE AND OTHER RESTRICTIONS ON BUILDINGS OR IMPROVEMENTS:** Buyer and Seller are advised that the Property may be: (i) designated as a historical landmark, (ii) protected by a historical conservancy, (iii) subject to an architectural or landscaping review process, (iv) within the jurisdiction of the California Coastal Commission or other government agency, or (v) subject to a contract preserving use of all or part of the Property for agriculture or open space. If the Property is so designated or within the jurisdiction of any such, or similar, government agency, then there may be restrictions or requirements regarding Buyer's ability to develop, remove or trim trees or other landscaping, remodel, make improvements to and build on or rebuild the Property. Broker(s) recommend that Buyer satisfy him/herself during Buyer's inspection contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.
8. **INSURANCE, TITLE INSURANCE AND TITLE INSURANCE AFTER FORECLOSURE:** Buyer and Seller are advised that Buyer may have difficulty obtaining insurance regarding the Property if there has been a prior insurance claim affecting the Property or made by Buyer but unrelated to the Property. Seller is required by C.A.R. Form RPA to disclose known insurance claims made during the past five years (C.A.R. Form SPQ or ESD). Sellers may not be aware of claims prior to their ownership. If Buyer wants further information, Broker(s) recommend that, during Buyer's inspection contingency period, Buyer conduct his or her own investigation for past claims. Buyer may need to obtain Seller's consent in order to have access to certain investigation reports. If the Property is a condominium, or is located in a planned unit development or other common interest subdivision, Buyer and Seller are advised to determine if the individual unit is covered by the Homeowner's Association Insurance and the type of insurance coverage that Buyer may purchase. Broker(s) recommend that Buyer consult Buyer's insurance agents during Buyer's inspection contingency period to determine the need, availability and possibility of securing any and all forms of other insurance or coverage



or any conditions imposed by insurer as a requirement of issuing insurance. If Buyer does any repairs to the property during the escrow period or Buyer takes possession prior to Close of Escrow or Seller remains in possession after Close of Escrow, whether for a limited or extended period of time, Broker(s) recommend that Buyer and Seller each consult with their own insurance agent regarding insurance or coverage that could protect them in the transaction (including but not limited to: personal property, flood, earthquake, umbrella and renter's). Buyer and Seller are advised that traditional title insurance generally protects Buyer's title acquired through the sale of the property. While all title insurance policies, as do all insurance policies, contain some exclusions, some title insurance policies contain exclusions for any liability arising from a previous foreclosure. This can occur when a short sale has occurred but the lender mistakenly has also proceeded with a foreclosure. Buyer is strongly advised to consult with a title insurer to satisfy themselves that the policy to be provided adequately protects their title to the property against other possible claimants. Brokers do not have expertise in this area.

- 9. LAND LEASE:** Buyer and Seller are advised that certain developments are built on leased land. This means that: **(i)** Buyer does not own the land, **(ii)** the right to occupy the land will terminate at some point in time, **(iii)** the cost to lease the land may increase at some point in the future, and **(iv)** Buyer may not be able to obtain title insurance or may have to obtain a different type of title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.
- 10. MARIJUANA, CANNABIS, AND METHAMPHETAMINE LABS:** Buyer and Seller are advised that California law permits individual patients to cultivate, possess and use marijuana for medical purposes. Furthermore, California law permits primary caregivers, lawfully organized cooperatives, and collectives to cultivate, distribute and possess marijuana for medicinal purposes. California law also allows recreational use of marijuana for adults, as well as limited rights for individuals to grow and cultivate marijuana, and rights of others, subject to a licensing process, to grow, cultivate and distribute marijuana for recreational use. California's medical and recreational marijuana laws are in direct conflict with federal law which recognizes no lawful use for marijuana and has no exemptions for medical use. Federal criminal penalties, some of which mandate prison time, remain in effect for the possession, cultivation and distribution of marijuana. Buyer and Seller are strongly advised to seek legal counsel as to the legal risks and issues surrounding owning or purchasing a property where medical or any other marijuana activity is taking place. Marijuana storage, cultivation and processing carry the risk of causing mold, fungus or moisture damage to a property, additionally, some properties where marijuana has been cultivated have had alterations to the structure or the electrical system which may not have been done to code or with permits and may affect the safety of the structure or the safe operation of the electrical system. Buyer is strongly advised to retain an environmental hygienist contractor and other appropriate professionals to inspect a property where medical or any other marijuana activity has taken place. Broker recommends that Buyer and Seller involved with a property where there is medical marijuana activity or where it may take place review the California Attorney General's Guidelines for the "Security and Non-Diversion of Marijuana Grown for Medical Use" <https://oag.ca.gov/system/files/attachments/press-docs/MEDICINAL%20CANNABIS%20Guidelines.pdf> and the U.S. Department of Justice memo regarding marijuana prosecutions at <https://www.justice.gov/opa/press-release/file/1022196/download>. Brokers do not have expertise in this area. While no state law permits the private production of methamphetamine, some properties have been the site of an illegal methamphetamine laboratory. State law imposes an obligation to notify occupants, a ban on occupying the property and clean up requirements when authorities identify a property as being contaminated by methamphetamine. Buyer is advised that a property where methamphetamine has been produced may pose a very serious health risk to occupants. Buyer is strongly advised to retain an environmental hygienist contractor or other appropriate professionals to inspect the property if methamphetamine production is suspected to have taken place. Brokers do not have expertise in this area.
- 11. OWNER'S TITLE INSURANCE:** The Truth in Lending/RESPA integrated disclosure (TRID) established by the Consumer Financial Protection Bureau (CFPB) requires that lenders must tell borrowers that title insurance is "optional." While obtaining an owner's policy of title insurance may be "optional", it may be a contractual requirement as between Buyer and Seller. Furthermore, California Civil Code § 1057.6 requires that Buyers be provided with the following notice: "IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING."
- Additionally, even the CFPB on its "ask CFPB" "What is owner's title insurance?" page advises "You may want to buy an owner's title insurance policy, which can help protect your financial interest in the home." Moreover, not obtaining an owner's policy may increase the cost of the lender's policy (required by most lenders), possibly require the separate purchase of a preliminary title report, and may have an impact on the sale of the Property in the future.
- Buyers who decide to opt out of obtaining an owner's title insurance policy are acting against the advice of Brokers as well as the advice provided in the California Civil Code § 1057.6 and by the CFPB. Brokers do not have expertise in this area.
- 12. RENT AND EVICTION CONTROL LAWS AND ORDINANCES:** Buyer and Seller are advised that California and some cities and counties impose or may impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property, the right of a landlord to terminate a tenancy and the costs to do so. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 13. RETROFIT, BUILDING REQUIREMENTS, AND POINT OF SALE REQUIREMENTS:** Buyer and Seller are advised that state and local Law may require **(i)** the installation of operable smoke detectors, **(ii)** bracing or strapping of water heaters,



and (iii) upon sale completion of a corresponding written statement of compliance that is delivered to Buyer. Although not a point of sale or retrofit obligation, state law may require the property to have operable carbon monoxide detection devices. Additionally, some city and county governments may impose additional retrofit standards at time of sale including, but not limited to, installing or retrofitting low-flow toilets and showerheads, gas shut-off valves, fireplaces, and tempered glass. Further, there may be potential health impacts from air pollution caused from burning wood. Exposure to particulate matter from the smoke may cause short-term and long-term health effects. Buyers should consult with licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance. Brokers do not have expertise in this area.

- 14. SHORT TERM RENTALS AND RESTRICTIONS:** Buyer and Seller are advised that some cities, counties and Homeowner Associations (HOAs) do impose or may impose restrictions that limit or prohibit the right of the owner or occupant to rent-out the Property for short periods of time (usually 30 Days or less). In short term rentals, as well as all rentals, Buyer and Seller are advised to seek assistance to ensure compliance with all fair housing laws and regulations. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 15. VIEWS:** Buyer and Seller are advised that present views from the Property may be affected by future development or growth of trees and vegetation on adjacent properties and any other property within the line of sight of the Property. Brokers make no representation regarding the preservation of existing views. If Buyer wants further information, Broker(s) recommend that Buyer review covenants, conditions and restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 16. SWIMMING POOL, SECURITY AND SAFETY:** Buyer and Seller are advised that state and local Law may require the installation of barriers, anti-entrapment grates, access alarms, self-latching mechanisms, pool covers, exit alarms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements. State law requires that new pools and spas be equipped with at least two of seven specified drowning prevention safety features. Home inspectors have a statutory obligation to perform a non-invasive physical examination of the pool area to identify which safety features are present. Brokers do not have expertise in this area.
- 17. WATER SHORTAGES AND CONSERVATION:** Buyer and Seller are advised that the Property may be located in an area that could experience water shortages. The policies of local water districts and the city or county in which the Property is located can result in the occurrence of any or all of the following: (i) limitations on the amount of water available to the Property, (ii) restrictions on the use of water, and (iii) an increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage. For further information, Broker recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property. If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.
- 18. 1915 IMPROVEMENT BOND MELLO-ROOS COMMUNITY DISTRICT, AND OTHER ASSESSMENT DISTRICTS:** Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915, a levy of a special tax pursuant to a Mello-Roos Community Facilities district, and/or a contractual assessment as provided in § 5898.24 of the Streets And Highways Code or other assessment districts. Seller is generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. If there is a question as to whether an existing bond or assessment will be prorated as of the close of escrow, or whether Seller will pay off the bond or assessment at close of escrow, Buyers are advised to discuss the matter with the appropriate entity and address the responsibility for payment in negotiations for the purchase agreement or amendment prior to removing contingencies. Some cities and other localities have begun, or have the intention to begin, the process of requiring the replacement of utility poles by requiring that utility lines be buried underground. These projects can result in special tax assessments and set-up costs that are imposed on individual property owners. Brokers do not have expertise in this area.

C. Off-Site and Neighborhood Conditions

- 1. GOLF COURSE DISCLOSURES:** Buyer and Seller are advised that if the Property is located adjacent to or near a golf course the following may apply: (i) Stray golf balls – Any residence near a golf course may be affected by errant golf balls, resulting in personal injury or destruction to property. Golfers may attempt to trespass on adjacent property to retrieve golf balls even though the project restrictions may expressly prohibit such retrieval. (ii) Noise and lighting – The noise of lawn mowers irrigation systems and utility vehicles may create disturbances to homeowners. Maintenance operations may occur in the early morning hours. Residents living near the clubhouse may be affected by extra lighting, noise, and traffic. (iii) Pesticides and fertilizer use – A golf course may be heavily fertilized, as well as subjected to other chemicals during certain periods of the year. (iv) Irrigation system – Golf course sprinkler systems may cause water overspray upon



adjacent property and structures. Also the irrigation system of a golf course may use reclaimed and retreated wastewater. **(v)** Golf carts – Certain lots may be affected more than others by the use of golf carts. Lots adjacent to a tee or putting green may be subject to noise disturbances and loss of privacy. **(vi)** Access to golf course from residences – It is likely that most residences will not have direct access from their lots to the golf course. The project restrictions may disclaim any right of access or other easements from a resident's lot onto the golf course. **(vii)** View obstruction – Residents living near a golf course may have their views over the golf course impacted by maturing trees and landscaping or by changes to the course's configuration. **(viii)** Water restrictions – As some municipalities face water shortages, the continued availability of water to the golf course may be restricted or otherwise reduced by the local water agency. If Buyer wants further information, Broker(s) recommend that Buyer contact the local water agency regarding this matter. Brokers do not have expertise in this area.

2. **NEIGHBORHOOD, AREA, PERSONAL FACTORS, BUYER INTENDED USE, HIGH SPEED RAILS, AND SMOKING RESTRICTIONS:** Buyer and Seller are advised that the following may affect the Property or Buyer's intended use of it: neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to medical marijuana growing or distribution locations, cell phone towers, manufacturing, commercial, industrial, airport or agricultural activities or military ordnance locations, existing and proposed transportation, construction, and development, any other source that may affect noise, view, traffic, or odor, wild and domestic animals, susceptibility to tsunami and adequacy of tsunami warnings, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally-protected sites or improvements, cemeteries, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer and FAA requirements for recreational and non-recreational use of Unmanned Aircraft Systems (UAS) (drones) (see UAS frequently asked questions <http://www.faa.gov/uas/faqs/>). California is potentially moving toward high speed rail service between Northern and Southern California. This rail line could have an impact on the Property if it is located nearby. More information on the timing of the project and routes is available from the California High-Speed Rail Authority at www.cahighspeedrail.ca.gov/. The State of California has long-standing no smoking laws in place restricting smoking in most business and some public spaces. Local jurisdictions may enact laws that are more restrictive than state law. Many California cities have enacted restrictions on smoking in parks, public sidewalks, beaches and shopping areas. Some jurisdictions have restrictions entirely banning smoking inside privately owned apartments and condominiums as well as in the common areas of such structures, or limiting smoking to certain designated areas. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions. Brokers do not have expertise in this area.
3. **NEIGHBORHOOD NOISE SOURCES:** Buyer and Seller are advised that even if the Property is not in an identified airport noise influence area, the Property may still be subject to noise and air disturbances resulting from airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include nearby commercial districts, schools, traffic on streets, highways and freeways, trains and general neighborhood noise from people, dogs and other animals. Noise levels and types of noise that bother one person may be acceptable to others. Buyer is advised to satisfy him/herself with regard to any sources of and amounts of noise at different times of day and night. Brokers do not have expertise in this area.
4. **SCHOOLS:** Buyer and Seller are advised that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding and class size reductions may affect which public school serves the Property. School district boundaries are subject to change. Buyer is advised to verify whether the Property is now, and at the Close of Escrow will be, in the school district Buyer understands it to be in and whether residing in the Property entitles a person to attend any specific school in which that Buyer is interested. Broker(s) recommend that Buyer contact the local school or school district for additional information during Buyer's inspection contingency period. Brokers do not have expertise in this area.
5. **UNDERGROUND PIPELINES AND UTILITIES:** Throughout California underground pipelines transport natural gas, liquid fuel and other potentially hazardous materials. These pipelines may or may not provide utility services to the Property. Information about the location of some of the pipelines may be available from a company that also provides disclosures of natural and other hazards or from other sources of public maps or records. Proximity to underground pipelines, in and of itself, does not affirmatively establish the risk or safety of the property. If Buyer wants further information about these underground pipelines and utilities, Buyer is advised to consult with appropriate experts during Buyer's inspection contingency period. Brokers do not have expertise in this area.
6. **WILDLIFE:** California is the home to many species of wildlife. The location of homes in California continues to expand into areas that are the natural habitat of wildlife and the Property may be in such an area. Wildlife may become a nuisance especially if the availability of their natural sources of food or water is limited. Buyer should investigate the need to implement mitigation measures at the Property including but not limited to the use of animal-resistant garbage containers, and other appropriate measures depending on the species and habitat involved. Brokers do not have expertise in this area.
7. **SEA LEVEL RISE/COASTAL PROPERTIES:** Sea level rise has the potential to affect coastal residents, recreation, and development. Coastal communities may or may not have addressed the potential impact. The following is a non-exclusive list of issues that may be impacted by sea level rise: **(i)** Shoreline, beach and bluff erosion, and flooding; **(ii)** The effectiveness of seawalls and bulkheads, whether built with or without permits; **(iii)** Seaward construction, development or improvement to existing structures; **(iv)** The enactment of geological hazard abatement districts and assessments; and **(v)** The location of the "mean high tide line" which is used to delineate shoreline boundaries for some coastal properties.



Below is a non-exhaustive list of potential resources provided as a starting point for Buyer investigations into sea level rise, and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.

- A. California Coastal Commission contact information: <https://www.coastal.ca.gov/contact/#/>
- B. State Lands Commission contact information: <https://www.slc.ca.gov/contact-us/>
- C. National Oceanic and Atmospheric Administration (sea level rise page): <https://coast.noaa.gov/slr/>
- D. California Coastal Commission (sea level rise page): <https://www.coastal.ca.gov/climate/slr/>
- E. Federal Emergency Management Agency (FEMA): <https://www.fema.gov/flood-maps/>; <https://msc.fema.gov>

If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

D. Legal Requirements (Federal, State and Local)

1. **DEATH ON THE PROPERTY:** California Civil Code § 1710.2 protects a seller from: (i) failing to disclose a death on the property that occurred more than 3 years before a buyer has made an offer on a property; and (ii) failing to disclose if an occupant of a property was afflicted with HIV/AIDS, regardless of whether a death occurred or if so, when § 1710.2 does not protect a seller from making a misrepresentation in response to a direct inquiry. If the Buyer has any concerns about whether a death occurred on the Property or the manner, location, details or timing of a death, the buyer should direct any specific questions to the Seller in writing. Brokers do not have expertise in this area.
2. **EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES:** Buyer and Seller are advised that California Public Resources Code §§ 2622 and 2696 require the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones" in California. Affected cities and counties must regulate certain development projects within these zones. Construction or development on affected properties may be subject to the findings of a geological report prepared by a registered California geologist. Generally, Seller must disclose if the Property is in such a zone and can use a research company to aid in the process. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer make independent inquiries with such research companies or with appropriate government agencies concerning the use and improvement of the Property. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones. Brokers do not have expertise in this area.
3. **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 <http://www.epa.gov/lead> for more information. Buyer and Seller are advised to consult an appropriate professional. Brokers do not have expertise in this area.
4. **FIRE HAZARDS:** Buyer and Seller are advised that fires annually cause the destruction of thousands of homes. Due to varied climate and topography, certain areas have higher risks of fires than others. Certain types of materials used in home construction create a greater risk of fire than others. If the Property is located within a State Fire Responsibility Area or a Very High Fire Hazard Zone, generally Seller must disclose that fact to Buyer under California Public Resources Code § 4136 and California Government Code §§ 51178 and 51183.5, and may use a research company to aid in the process. Owners of property may be assessed a fire prevention fee on each structure on each parcel in such zones. The fee may be adjusted annually commencing July 1, 2013. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Buyer is advised that there is a potential for fires even outside designated zones. Brokers do not have expertise in this area.
5. **FIRPTA/CALIFORNIA WITHHOLDING:** Buyer and Seller are advised that: (i) Internal Revenue Code § 1445, as of February 17, 2016, requires a Buyer to withhold and to remit to the Internal Revenue Service 15% of the purchase price of the property if the Seller is a non-resident alien, unless an express exemption applies. Only 10% needs to be withheld if the Buyer acquires the property as Buyer's residence and the price does not exceed \$1,000,000. Seller may avoid withholding by providing Buyer a statement of non-foreign status. The statement must be signed by Seller under penalty of perjury and must include Seller's tax identification number. Buyer can also avoid having to withhold Federal taxes from Seller's Proceeds if the property price is \$300,000 or less, and the Buyer signs an affidavit stating Buyer intends to occupy the property as a principal residence. (ii) California Revenue and Taxation Code § 18662 requires that a Buyer withhold and remit to the California Franchise Tax Board 3 1/3% of the purchase price of the property unless the Seller signs an affidavit that the property was the Seller's (or the decedent's, if a trust or probate sale) principal residence or that the sales price is \$100,000 or less or another express exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.
6. **FLOOD HAZARDS:** Buyer and Seller are advised that if the Property is located within a Special Flood Hazard Area, as designated by the Federal Emergency Management Agency (FEMA), or an area of Potential Flooding pursuant to California Government Code § 8589.3, generally Seller must disclose this fact to Buyer and may use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish flood-risk zones within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage



and costs may vary. If Buyer wants further information, Broker(s) recommend that Buyer consult his or her lender and/or insurance agent during Buyer's inspection contingency period. Buyer is advised that there is a potential for flooding even outside designated zones. Brokers do not have expertise in this area.

7. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at <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, in any, are required to check this website. If Buyer wants further information, Buyer should obtain information directly from this website.) Brokers do not have expertise in this area.

8. NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL; ACCURATE SALES PRICE REPORTING: Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller, or his or her agent, is required to provide the following notice to the Buyer:

“California property tax law requires the Assessor to revalue real property at the time the ownership of property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

The supplemental tax bills are not mailed to your lender. Even if you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector. If you have any questions concerning this matter, please call your Tax Collector's Office.”

Although the notice refers to loan closing as a trigger, it is actually the change of ownership which triggers this reassessment of property taxes. Therefore, the Property can be reassessed even if there is no loan involved in the purchase of the Property. The Purchase Agreement may allocate supplemental tax bills received after the Close of Escrow to the Buyer. A change (preliminary change) of ownership form is generally required to be filed by the Buyer with the local taxing agency. The form identifies the sales price of the Property. An assessor may value the Property at its fair market value regardless of the sales price declared by the Buyer. If Buyer wants further information concerning these matters, Broker(s) recommend that Buyer discuss the issue with the County Assessor or Tax Collector or their own tax or legal advisor. Brokers do not have expertise in this area.

9. ZONE MAPS MAY CHANGE: Maps that designate, among other things, Earthquake Fault Zones, Seismic Hazard Zones, State Fire Responsibility Areas, Very High Fire Hazard Zones, Special Flood Hazard Areas, and Potential Flooding Areas are occasionally redrawn by the applicable Government Agency. Properties that are currently designated in a specified zone or area could be removed and properties that are not now designated in a specified zone or area could be placed in one or more such zones or areas in the future. A property owner may dispute a FEMA flood hazard location by submitting an application to FEMA. Brokers do not have expertise in this area.

10. ELECTRIFICATION OF ENERGY SOURCE: Several local jurisdictions in California have enacted laws which prohibit the use of natural gas appliances in new construction. Other local jurisdictions, and State of California, are considering bans, and may even prohibit the replacement, sale or installation of appliances that use any fuel source other than electricity. Brokers do not have expertise in this area.

E. Contract Related Issues and Terms

1. SIGNING DOCUMENTS ELECTRONICALLY: The ability to use electronic signatures to sign legal documents is a great convenience, however Buyers and Sellers should understand they are signing a legally binding agreement. Read it carefully. Although electronic signature programs make it easy to skip from one signature or initial line to another, Buyers and Sellers are cautioned to only sign if they have taken the time necessary to read each document thoroughly, understand the entire document, and agree to all of its terms. Do not just scroll through or skip to the next signature or initial line, even if you have reviewed an earlier draft of the document. If you have questions or do not understand a provision, before you sign ask your Broker, Agent or legal advisor about the contract term and sign only if you agree to be bound by it. Some signature or initial lines are optional, such as for the liquidated damages and arbitration clauses. Consider your decision before signing or initialing. See below for more information on the liquidated damages and arbitration clauses. If there are more than one buyer or seller, each must sign or initial on their own. Do not sign or initial for anyone else unless you have a power of attorney for that person or are otherwise legally authorized, in writing, to sign or initial for another. Print or electronically store a copy of the document for your own records. Brokers do not have expertise in this area.

2. LIQUIDATED DAMAGES: Buyer and Seller are advised that a liquidated damages clause is a provision Buyer and Seller can use to agree in advance to the amount of damages that a seller will receive if a buyer breaches the Agreement. The clause usually provides that a seller will retain a buyer's initial deposit paid if a buyer breaches the agreement, and generally must be separately initialed by both parties and meet other statutory requirements to be enforceable. For any additional deposits to be covered by the liquidated damages clause, there generally must be another separately signed or initialed agreement (see C.A.R. Form DID). However, if the Property contains from 1 to 4 units, one of which a buyer intends to occupy, California Civil Code Section 1675 limits the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release a



buyer's deposit to a seller. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.

3. **MEDIATION:** Buyer and Seller are advised that mediation is a process by which the parties hire a neutral person to facilitate discussion and negotiation between the parties with the goal of helping them reach a settlement of their dispute. The parties generally share in the cost of this confidential, non-binding negotiation. If no agreement is reached, either party can pursue further legal action. Under C.A.R. Form RPA: (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without having first attempted to mediate the dispute, that party risks losing the right to recover attorney fees and costs even if he or she prevails. Brokers do not have expertise in this area.
4. **ARBITRATION:** Buyer and Seller are advised that arbitration is a process by which the disputing parties hire a neutral person to render a binding decision. Generally, arbitration is faster and less expensive than resolving disputes by litigating in court. The rules are usually less formal than in court, and it is a private process not a matter of public record. By agreeing to arbitration, the parties give up the right to a jury trial and to appeal the arbitrator's decision. Arbitration decisions have been upheld even when arbitrators have made a mistake as to the law or the facts. If the parties agree to arbitration, then after first attempting to settle the dispute through mediation, any dispute arising out of their agreement (with a few limited exceptions) must be submitted to binding arbitration. Buyer and Seller must weigh the benefits of a potentially quicker and less expensive arbitration against giving up the right to a jury trial and the right to appeal. Brokers cannot give legal advice regarding these matters. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. Brokers do not have expertise in this area.
5. **ESCROW FUNDS:** Buyer and Seller are advised that California Insurance Code § 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient "good funds" to cover the disbursement. "Good funds" are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their own definitions of "good funds." Broker(s) recommend that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All samples and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to and received by the escrow holder. Brokers do not have expertise in this area.
6. **HOME WARRANTY:** Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws or pre-existing conditions. Broker(s) recommend that Buyer review the policy for details. Brokers do not have expertise in this area.
7. **IDENTIFICATION OF NATURAL PERSONS BEHIND SHELL COMPANIES IN ALL-CASH TRANSACTIONS:** The U.S. Treasury Department's Financial Crimes Enforcement Network (FinCEN) has issued Geographic Targeting Orders (GTOs) targeting alleged money laundering risk in the real estate sector. The GTOs will temporarily require U.S. title insurance companies to identify the natural persons behind shell companies used to pay "all cash" for high-end residential real estate in certain major metropolitan areas. FinCEN explained that it remains concerned that all-cash purchases (i.e., those without bank financing) may be conducted by individuals attempting to hide their assets and identity by purchasing residential properties through limited liability companies or other similar structures. Since the original issuance, the GTOs have been renewed and may continue to be renewed. The GTOs cover the following areas in California: Los Angeles, San Francisco, San Mateo, Santa Clara and San Diego Counties. The monetary thresholds for each county is \$300,000. GTOs have helped law enforcement identify possible illicit activity. FinCEN reported that a significant portion of covered transactions have dictated possible criminal activity associated with the individuals reported to be the beneficial owners behind shell company purchasers. Brokers do not have expertise in this area.
8. **NON CONFIDENTIALITY OF OFFERS:** 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 (such as C.A.R. Form CND). 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. Brokers do not have expertise in this area.
9. **ONLINE OR WIRE FUNDS TRANSFERS:** Instructions for the online or wire transfer of escrow deposits have been known to be intercepted by hackers who alter them so that Buyer's funds are actually wired to accounts controlled by criminals rather than the escrow company. Buyers should exercise extreme caution in making electronic funds transfers, verifying that the organization they are transferring funds to is, in fact, the escrow company and that their own bank account information is not being exposed. See C.A.R. Form WFA for further information. Brokers do not have expertise in this area.

F. Other Factors Affecting Property

1. **COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES:** Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8, 2011. See title 12 Code of Federal Regulations § 1228 for more information and exceptions. Private transfer fees:



(i) may last for a fixed period of time or in perpetuity, (ii) are typically calculated as a percentage of the sales price, and (iii) may have private parties, charitable organizations or interest-based groups as their recipients who may use the funds for social issues unrelated to the property. Brokers do not have expertise in this area.

- 2. GENERAL RECALL/DEFECTIVE PRODUCT/CLASS ACTION INFORMATION:** Buyer and Seller are advised that government entities and manufacturers may at any time issue recall notices and/or warnings about products that may be present in the Property, and that these notices or warnings can change. The following nonexclusive, non-exhaustive list contains examples of recalled/defective products/class action information: horizontal furnaces, Whirlpool Microwave Hood Combination; RE-ConBuilding products roof tiles; Central Sprinkler Company Fire Sprinklers; Robert Shaw Water Heater Gas Control Valves; Trex Decking; water heaters; aluminum wiring; galvanized, abs, polybutylene PEX, KITEC® and copper pipe; and dry wall manufactured in China. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed above, Broker(s) recommend that Buyer review the CPSC website at <http://www.cpsc.gov/> during Buyer's inspection contingency period. Another source affiliated with the CPSC is <http://saferproducts.gov/> which allows a Buyer to search by product type or product name. Buyer may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyer satisfy themselves regarding recalled or defective products. Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit. Brokers do not have expertise in this area.
- 3. HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"); CHARGING STATIONS; FHA/VA APPROVAL:** Buyer and Seller are advised that if the Property is a condominium, or located in a planned unit development, or in a common interest subdivision, there are typically restrictions on use of the Property and rules that must be followed. Restrictions and rules are commonly found in Declarations and other governing documents. Further there is likely to be a homeowner association (HOA) that has the authority to affect the Property and its use. Whether or not there is a HOA, the Property may still be subject to CC&Rs restricting use of the Property. The HOA typically has the authority to enforce the rules of the association, assess monetary payments (both regular monthly dues and special assessments) to provide for the upkeep and maintenance of the common areas, and enforce the rules and assessment obligations. If you fail to abide by the rules or pay monies owed to the HOA, the HOA may put a lien against your Property. Additionally, if an electric vehicle charging station is installed in a common area or an exclusive use common area, each Seller whose parking space is on or near that charging station must disclose its existence and that the Buyer will have the responsibilities set forth in California Civil Code § 4745. The law requires the Seller to provide the Buyer with the CC&Rs and other governing documents, as well as a copy of the HOA's current financial statement and operating budget, among other documents. Effective July 1, 2016, a Common Interest Development (CID) will be required to include in its annual budget report a separate statement describing the status of the CID as a Federal Housing Administration or Department of Veterans Affairs approved Development. While the purchase agreement and the law require that the annual budget be provided by Seller to Buyer, Brokers will not and cannot verify the accuracy of information provided by the CID. Buyer is advised to carefully review all HOA documents provided by Seller and the CC&Rs, if any, and satisfy him/herself regarding the use and restrictions of the Property, the amount of monthly dues and/or assessments, the adequacy of reserves, current and past insurance coverage and claims, and the possibility of any legal action that may be taken by or against the HOA. The HOA may not have insurance or may not cover personal property belonging to the owner of the unit in the condominium, common interest or planned unit development. For more information Buyer may request from Broker the C.A.R. Legal Q&A titled: "Homeowners' Associations: A Guide for REALTORS®". Brokers do not have expertise in this area.

Although unenforceable, it is possible the CC&Rs, deed or other document on title may contain a covenant which at one time may have purported to discriminate against persons based on race, religion or other protected class or characteristics. You have the right to request the assistance of the title or escrow company to help you prepare a form which will be provided to the County and may result in the discriminatory language being removed from the public record. You may also get a notice informing you of these rights from the Broker or title or escrow company. For more information Buyer may request from Broker the C.A.R. Legal Quick Guide titled: "Agent Disclosure of Discriminatory Covenants Based on Actual Knowledge."

- 4. LEGAL ACTION:** Buyer and Seller are advised that if Seller or a previous owner was involved in a legal action (litigation or arbitration) affecting the Property, Buyer should obtain and review public and other available records regarding the legal action to determine: (i) whether the legal action or any resolution of it affects Buyer and the Property, (ii) if any rights against any parties involved in the legal action survive the legal action or have been terminated or waived as a result of the legal action, whether or not involving the same issue as in the legal action, and (iii) if any recommendations or requirements resulting from the legal action have been fulfilled and, if so, that Buyer is satisfied with any such action. Buyer should seek legal advice regarding these matters. Brokers do not have expertise in this area.
- 5. MARKETING; INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA:** Buyer and Seller are advised that Broker may employ a "staging" company to assist in the presentation of the Property. The furnishings and decorations in the staging are generally not included in the sale unless specifically noted in the Agreement. Statements and inclusion in the MLS entry, flyers, and other marketing materials are NOT part of the Agreement. In addition, Broker may employ a service to provide a "virtual tour" or "virtual staging" or Internet marketing of the Property, permitting



potential buyers to view the Property over the Internet. While they are supposed to be an accurate representation of the property, the photos may be enhanced and not fully representative of the actual condition of the property. Further, neither the service provider nor Broker have total control over who will obtain access to materials placed on the internet or what action such persons might take. Additionally, some Internet sites and other social media provide formats for comments or opinions of value of properties that are for sale. Information on the Property, or its owner, neighborhood, or any homeowner association having governance over the Property may be found on the internet on individual or commercial web sites, blogs, Facebook pages, or other social media. Any such information may be accurate, speculative, truthful or lies, and it may or may not reflect the opinions or representations by the Broker. Broker will not investigate any such sites, blogs, social media or other internet sites or the representations contained therein. Buyer is advised to make an independent search of electronic media and online sources prior to removing any investigation contingency. Buyer and Seller are advised that Broker has no control over how long the information or photos concerning the Property will be available on the Internet or through social media, and Broker will not be responsible for removing any such content from the internet or MLS. Brokers do not have expertise in this area.

- 6. **PACE LOANS AND LIENS:** The acronym PACE stands for Property Assessed Clean Energy. PACE programs allow property owners to finance energy and water conservation improvements and pay for them through an assessment on the owner's property. PACE programs are available in most areas for both residential one to four unit properties and commercial properties. PACE programs may be referred to by different names such as HERO or SCEIP, among others. If a PACE project is approved, an assessment lien is placed on a property for the amount owed plus interest. A property owner repays the entity for the improvements as a special tax assessment on the property tax bill over a period of years. A PACE lien is similar to a property tax lien in that it has "super priority." Sellers are obligated to disclose, pursuant to the C.A.R. Residential Purchase Agreement (C.A.R. Form RPA), whether any improvement is subject to a lien such as a PACE lien. Properties that are subject to PACE liens made on or after July 6, 2010 may not be eligible for financing. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.
- 7. **RE-KEYING:** All locks should be re-keyed immediately upon close of escrow so as to ensure the Buyer's safety and security of their persons as well as their personal belongings. Alarms, if any, should be serviced by professionals and codes should be changed. Garage door openers and remotes should be re-coded. In the event of a lease back to Seller after the close of escrow, Seller is advised that the Buyer is entitled to the keys as the Owner of the Property even though the Seller stays in possession of the Property as provided in the RPA. Brokers do not have expertise in this area.
- 8. **SOLAR PANELS AND NET ENERGY METERING:** Solar panel or power systems may be owned or leased. Although leased systems are probably personal property, they are included in the sale by the C.A.R. purchase agreement which also obligates the Seller to make a disclosure to the Buyer and provide the Buyer with documentation concerning the lease and system. Leasing companies generally secure payments by filing a UCC-1 (a Uniform Commercial Code form giving notice of a creditor's security interest) against the property. Sellers are required to provide material information about solar panels (C.A.R. form SOLAR may be used). Buyers are given a contingency right to investigate the solar related system and documentation and assume any lease. Assumption of the lease may require Buyer to provide financial information to the leasing company who may require a credit report be obtained on the Buyer. Should a solar panel or power system be on the Property, Buyers should determine if the system is leased or owned. Buyers willingness to assume any such lease is a contingency in favor of Seller. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". **Solar panel systems may have net energy metering.** Payback rates from utilities to property owners with their own source of energy (such as rooftop solar panels) who contribute electricity back to the grid may change from those currently in place and may differ upon change of ownership in the property, Fees for new solar installation may be added or changed. Buyers should discuss with the applicable utility if applicable to the property. Brokers do not have expertise in this area.
- 9. **RECORDING DEVICES:** Audio or video recording devices or both may be present on the Property, whether or not notice of any such devices has been posted. Seller may or may not even be aware of the capability of such devices. Brokers do not have expertise in this area.

G. Local Disclosures and Advisories

1. LOCAL ADVISORIES OR DISCLOSURES (IF CHECKED):

The following disclosures or advisories are attached:

- A. _____
- B. _____
- C. _____
- D. _____



Buyer and Seller are encouraged to read all 15 pages of this Advisory carefully. By signing below, Buyer and Seller acknowledge that each has read, understands and received a copy of all 15 pages of this Advisory.

BUYER _____ Date _____

BUYER _____ Date _____

SELLER  _____ Date 01/08/2024

SELLER  _____ Date 01/08/2024

DocuSigned by: _____


DocuSigned by: **Arno Stephanian**

DocuSigned by: **Edit Hartoonians**

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SBSA REVISED 6/23 (PAGE 15 OF 15)



STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 15 OF 15)

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10755 Owens Pl.



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 01/08/2024, on property known as: 10755 Owens Pl., Tujunga, CA 91042 ("Property") in which is referred to as Buyer or Tenant and Arno Stephanian, Edit Hartoonians is referred to as Seller or Housing Provider. Buyer/Tenant and Seller/Housing Provider 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 HOUSING PROVIDER'S DISCLOSURE

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

Blank lines for disclosure of lead-based paint hazards.

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:

Blank lines for reports or records of lead-based paint hazards.

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:

01/08/2024

Seller or Housing Provider Arno Stephanian

Date 01/08/2024

Seller or Housing Provider Edit Hartoonians

Date



LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (LPD PAGE 1 OF 2)

Property Address: 10755 Owens Pl., Tujunga, CA 91042

Date January 4, 2024

2. LISTING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Housing Provider of Seller's or Housing Provider'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.

Keller Williams R.E. Services

Agent (Broker representing Seller or Housing Provider)
(Please Print)

DocuSigned by: Justin Jenewein 01/10/2024
By Associate-Licensee or Broker Signature Date
Justin Jenewein

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 Housing Provider, through the Listing Agent if the property is listed, of Seller's or Housing Provider'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)



FIRE HARDENING AND DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM (C.A.R. Form FHDS, Revised 6/22)

This is a disclosure and addendum to the Purchase Agreement, OR [] Other [] ("Agreement"), dated [] on property known as 10755 Owens Pl., Tujunga, CA 91042 ("Property"), in which [] is referred to as Buyer, and Arno Stephanian, Edit Hartoonians is referred to as Seller.

- 1. LAW APPLICABILITY: If this property does not meet the conditions stated in paragraph 1A or 1B, there is no requirement to complete the subsequent applicable paragraphs. A. Home Fire Hardening Disclosure: The Notice and disclosure of vulnerabilities in paragraph 2 are only required for sellers of residential properties if: (i) the Property contains one to four units; (ii) the seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); (iii) the Property is located in either a high or very high fire hazard severity zone; and (iv) the improvement(s) on the Property were constructed before January 1, 2010. B. Defensible Space Compliance: The disclosures and requirements specified in paragraph 3 are only required for sellers of residential properties if (i) the Property contains one to four units; (ii) the seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); and (iii) the Property is located in either a high or very high fire hazard severity zone. C. Fire Hazard Severity Zone Status: It may be possible to determine if a property is in a high or very high fire hazard severity zone by consulting with a natural hazard zone disclosure company or reviewing the company's report.

- 2. FIRE HARDENING DISCLOSURE (Paragraph 2B is only required to be completed if all four conditions in paragraph 1A are met): A. FIRE HARDENING STATUTORY NOTICE: "THIS HOME IS LOCATED IN A HIGH OR VERY HIGH FIRE HAZARD SEVERITY ZONE AND THIS HOME WAS BUILT BEFORE THE IMPLEMENTATION OF THE WILDFIRE URBAN INTERFACE BUILDING CODES WHICH HELP TO FIRE HARDEN A HOME. TO BETTER PROTECT YOUR HOME FROM WILDFIRE, YOU MIGHT NEED TO CONSIDER IMPROVEMENTS. INFORMATION ON FIRE HARDENING, INCLUDING CURRENT BUILDING STANDARDS AND INFORMATION ON MINIMUM ANNUAL VEGETATION MANAGEMENT STANDARDS TO PROTECT HOMES FROM WILDFIRES, CAN BE OBTAINED ON THE INTERNET WEBSITE HTTP://WWW.READYFORWILDFIRE.ORG". B. FIRE HARDENING VULNERABILITIES: Are you (Seller) aware of the following features that may make the home vulnerable to wildfire and flying embers... (1) Eave, soffit, and roof ventilation where the vents have openings in excess of one-eighth of an inch or are not flame and ember resistant [] Yes [] No (2) Roof coverings made of untreated wood shingles or shakes. [] Yes [] No (3) Combustible landscaping or other materials within five feet of the home and under the footprint of any attached deck. [] Yes [] No (4) Single pane or non-tempered glass windows. [] Yes [] No (5) Loose or missing bird stopping or roof flashing. [] Yes [] No (6) Rain gutters without metal or noncombustible gutter covers. [] Yes [] No

- 3. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM: (Paragraph 3 is only required to be completed if all three conditions in paragraph 1B are met) (The Defensible Space Decision Tree (C.A.R. Form DSDT) may be consulted for additional information on how to complete this paragraph): A. LOCAL COMPLIANCE REQUIREMENTS: The Property [X] IS, [] is NOT subject to a local vegetation management ordinance requiring defensible space around an improvement on the Property. B. SELLER REPRESENTATION OF PROPERTY COMPLIANCE with the applicable State defensible space requirement or local vegetation management ordinance (hereafter, State or local defensible space law) at the time of Seller signature: (1) Seller is UNAWARE of whether the Property is in compliance with the applicable State or local defensible space law. Seller does NOT have a report prepared by an Authorized Defensible Space Inspector. OR (2) [] Property IS in compliance with State or local defensible space law, whichever is applicable. OR (3) [] Property is NOT in compliance with State or local defensible space law, whichever is applicable. C. BUYER AND SELLER AGREEMENT REGARDING WHICH PARTY SHALL OBTAIN COMPLIANCE WITH APPLICABLE STATE OR LOCAL DEFENSIBLE SPACE REQUIREMENTS: (1) BUYER RESPONSIBILITY - NO LOCAL ORDINANCE. Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow.*


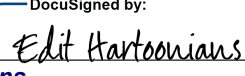


- OR (2) **BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which requires compliance as a result of a sale of the Property. The local ordinance allows either Seller or Buyer to obtain documentation of compliance. Buyer shall comply with the requirements of the ordinance after Close Of Escrow.
 - OR (3) **BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which does NOT require compliance as a result of a sale of the Property. Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow,* or if applicable comply with the local requirement after Close Of Escrow.
 - OR (4) **SELLER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which requires compliance as a result of a sale of the Property. The local ordinance requires Seller to obtain documentation of compliance prior to Close of Escrow. Seller shall obtain document of compliance prior to the time for Buyer's final verification of condition.
 - OR (5) **SELLER RESPONSIBILITY – STATE OR LOCAL COMPLIANCE ALREADY COMPLETE.** If ONLY state law applies, Seller has obtained documentation of compliance with State defensible space requirement within the last 6 months. For either State or local law, Seller shall Deliver documentation of compliance to Buyer;
 - OR (6) **SELLER RESPONSIBILITY – AGREEMENT TO OBTAIN COMPLIANCE.** Seller shall obtain documentation of compliance and Deliver to Buyer prior to the time for Buyer's final verification of condition.
- D. The local agency from which a copy of the documentation in **paragraph 3B(2), 3B(3), 3C(4), 3C(5), or 3C(6)**, as applicable, may be obtained is _____, which may be contacted at _____.

* The requirement to provide documentation of compliance with State defensible space requirements only applies if there is a state or local agency, or other governmental entity, or qualified non-profit entity in the jurisdiction where the Property is located that is authorized to inspect the Property and provide documentation of compliance ("Authorized Defensible Space Inspector").

4. **FINAL INSPECTION REPORT DISCLOSURE:** Seller has obtained a final inspection report addressing compliance with home fire hardening or defensible space requirements as described in Government Code § 51182. Seller has a copy of the report, and it is attached, or Seller does not have a copy of the report and buyer may obtain a copy at _____.


Seller represents that Seller has provided the answers on paragraphs 2B and 3B of this form based on Seller's awareness on the date of Seller's signature. Seller acknowledges receipt of this Fire Hardening and Defensible Space Disclosure and Addendum and agrees to the applicable terms in paragraph 3C.

Seller  DocuSigned by: Arno Stephanian Date 01/08/2024
 Seller  DocuSigned by: Edit Hartoonians Date 01/08/2024
6F9BB000C883487...

Buyer acknowledges receipt of this Fire Hardening and Defensible Space Disclosure and Addendum and agrees to the applicable terms in paragraph 3C.

Buyer _____ Date _____
 Buyer _____ Date _____

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FHDS REVISED 6/22 (PAGE 2 OF 2)

FIRE HARDENING AND DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM (FHDS PAGE 2 OF 2)



DEFENSIBLE SPACE DECISION TREE

(C.A.R. Form DSDT, 6/22)

The purpose of this form is to help a seller complete Paragraph 3 of the C.A.R. Form FHDS.

Paragraph 3 of the FHDS is only required if: (1) The Property contains one to four units; (2) The seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); and (3) The Property is located in either a **high or very high** fire hazard severity zone. **IF ANY OF THESE THREE CONDITIONS IS NOT MET, PARAGRAPH 3 of the FHDS DOES NOT HAVE TO BE COMPLETED.**

If any step of the DSDT below instructs the Seller to "THEN SIGN FORM" no further questions should be answered.

| | Question | Direction | Additional Information |
|--------|---|--|--|
| Step 1 | Is property located in an area where a local (city or county) vegetation management ordinance requiring defensible space around the property applies (hereafter, defensible space law)? | <ul style="list-style-type: none"> • <input type="checkbox"/> If Yes, check the "IS" box in 3A and then go to step 2. • <input type="checkbox"/> If No, check the "is NOT" box in 3A and then go to step 4. • If seller does not know, see the next column and find out. | <p>How do you find out if your property is subject to a local defensible space law? The following sources can be helpful but may not know for sure.</p> <ul style="list-style-type: none"> • Contact your local fire marshal; • Contact CalFire @ https://www.fire.ca.gov/dspace/ • Contact your Natural Hazard Disclosure Company rep; |
| Step 2 | (If Yes to step 1) Does seller have a report prepared by a Authorized Defensible Space Inspector? | <ul style="list-style-type: none"> • <input type="checkbox"/> If Yes, and the report documents the property is in compliance, effective on the date of sale, check paragraphs 3B(2) and 3C(5) and, if applicable, complete 4, THEN SIGN FORM. • <input type="checkbox"/> If Yes, and the report documents the property is NOT in compliance or the compliance status will no longer be effective as of the date of sale, check paragraph 3B(3) and go to step 3. • <input type="checkbox"/> If No, paragraph 3B(1) applies and go to step 3. | |
| Step 3 | (Skip if No to step 1) Does the local law require compliance with the law as a result of a sale of the property? | <ul style="list-style-type: none"> • <input type="checkbox"/> If No, and seller does not know if the property is in compliance with the local law, and seller will not pay to bring the property into compliance with local law, 3B(1) applies and check 3C(3) and, if applicable, complete 4, THEN SIGN FORM. • <input type="checkbox"/> If No and seller knows the property is not in compliance with the local law and seller will not pay to bring the property into compliance with local law, check 3B(3) and 3C(3) and, if applicable, complete 4, THEN SIGN FORM • <input type="checkbox"/> If No and seller does not know if the property is in compliance with the local law, and seller agrees to bring the property into compliance with local law, 3B(1) applies and check 3C(6) and, if applicable, complete 4, THEN SIGN FORM. • <input type="checkbox"/> If No and seller knows the property is not in compliance with the local law, and seller agrees to bring the property into compliance with local law, check 3B(3) and 3C(6) and, if applicable, complete 4, THEN SIGN FORM. • If Yes, go to step 3.1. | <p>If 3C(3) is checked, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]</p> <p>If 3C(6) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]</p> |

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DSDT 6/22 (PAGE 1 OF 2)

DEFENSIBLE SPACE DECISION TREE (DSDT PAGE 1 OF 2)

Keller Williams R.E. Services, 889 Americana Way Suite 408 Glendale CA 91210
Justin Jenewein

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

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www.lwolf.com

10755 Owens Pl.



| | Question | Direction | Additional Information |
|----------|---|---|--|
| Step 3.1 | (A local law applies and requires compliance as a result of the sale of the property) Does the law require seller to obtain documentation of compliance? | <ul style="list-style-type: none"> <input type="checkbox"/> If Yes, check 3B(3) and 3C(4), and complete 3D and 4, if applicable, THEN SIGN FORM. <input type="checkbox"/> If No, and seller will not bring property into compliance before close of escrow, check 3B(3) and 3C(2), and, if applicable, complete 4, THEN SIGN FORM. | <p>If 3C(4) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]</p> <p>If 3C(2) is checked, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]</p> |
| Step 4 | (No local law applies) Does seller have a report prepared by a Authorized Defensible Space Inspector within 6 months prior to the contract for sale? | <ul style="list-style-type: none"> <input type="checkbox"/> If No, and seller will not pay to bring the property into compliance with the State law, 3B(1) and 3C(1) apply, and, if applicable, complete 4, THEN SIGN FORM. <input type="checkbox"/> If No, and seller will agree to bring the property into compliance with the State law, 3B(1) applies and check 3C(6), and, if applicable, complete 4, THEN SIGN FORM. <input type="checkbox"/> If Yes, and the report documents the property is in compliance with the State law, check paragraphs 3B(2) and 3C(5), complete 3D, and, if applicable, complete 4, THEN SIGN FORM. <input type="checkbox"/> If Yes, and the report documents the property is NOT in compliance with the State law, check paragraph 3B(3) and go to step 4.1. | <p>If 3C(6) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]</p> <p>If 3C(1) applies, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]</p> |
| Step 4.1 | (No local law applies and property not in compliance with State defensible space requirements) Will seller pay to bring the property into compliance? | <ul style="list-style-type: none"> <input type="checkbox"/> If No, 3C(1) applies, and, if applicable, complete 4, THEN SIGN FORM. <input type="checkbox"/> If Yes, check 3C(6), if applicable, complete 4, THEN SIGN FORM. | <p>If 3C(1) applies, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]</p> <p>If 3C(6) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]</p> |

How to find out if seller has obtained documentation of compliance?

- Buyer can ask seller for a copy of a report and certificate of compliance from an Authorized Defensible Space Inspector, such as CalFire.
- Seller who obtained a report but did not keep a copy can contact Authorized Inspector who prepared the report and certification of compliance, such as CalFire.

How to find out if property is in compliance with State or local law and how much it will cost to bring a property into compliance?

- Buyer or seller can review the report prepared for the seller;
- Buyer or seller can hire a non-governmental Authorized Defensible Space inspector to prepare a report;
- Buyer can, with seller's consent, hire a government Authorized Defensible Space Inspector (see <https://www.fire.ca.gov/dspace/>)
- Seller can hire a government Authorized Defensible Space Inspector (see <https://www.fire.ca.gov/dspace/>)

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DSDT 6/22 (PAGE 2 OF 2)

DEFENSIBLE SPACE DECISION TREE (DSDT PAGE 2 OF 2)

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10755 Owens Pl.



SOUTHLAND REGIONAL



ASSOCIATION OF REALTORS®, INC.

SAN FERNANDO VALLEY LOCAL AREA DISCLOSURE
and ADVISORY

Property Address: 10755 Owens Pl, Tujunga, Ca 91042 " Subject Property"

Seller and Buyer understand and agree that this Local Area Disclosure and Advisory is not a complete list of all matters concerning Property. Also, the contact information, telephone numbers and/or websites that are included, may not be the only source of information. Buyer is strongly encouraged to conduct a careful, thorough, independent, and complete investigation of all matters relating to the decision to purchase Property, and all other matters that Buyer deems appropriate, to make an informed decision, including but not limited to, consulting with appropriate specialists, experts, or other professionals.

1. **Certificates of Occupancy:** Buyer is advised that the City of Los Angeles issues permits authorizing the construction of improvements, additions and modifications to Property. The simple fact that a building permit has been issued does not, by itself, indicate that the work in question has been completed in accordance with City specifications. Parties are advised to look in City records for a "Certificate of Occupancy" which is typically issued after the City inspects the Property and verifies that construction has been completed in accordance with City specifications.

2. **Airport Noise:** Buyer is aware of the existence and proximity of both the Van Nuys Municipal Airport and Burbank/Glendale/Pasadena Airport (Bob Hope Airport) to the subject Property. Buyer is aware that airport noise exists throughout much of the San Fernando Valley. Buyer has been informed that Van Nuys Municipal Airport has a plan for expansion. For further information regarding this plan Buyer is advised to visit website <https://www.iflyvny.com/> or call the Department of Airports at (855) 463-5252. The Burbank/Glendale/Pasadena airport is also considering expansion plans and buyers are advised to contact the Hollywood Burbank Airport Authority regarding this matter. Buyer may visit <https://hollywoodburbankairport.com/airport-authority> for more information. Buyer is aware that Burbank/Glendale/Pasadena Airport Authority has submitted a Noise Exposure Map for the area surrounding this airport. The map constitutes notice to prospective purchasers of Property surrounding the airport of noise attributable to the Airport. For more information Buyer is advised to contact the Burbank/Glendale/Pasadena Airport Authority at (818)840-8840 or its website <https://hollywoodburbankairport.com/>.

3. **Boeing Rocketdyne Santa Susana Facility:** Buyer is aware that there is a former Rocketdyne testing facility located in the Santa Susana Mountains between Chatsworth and Simi Valley. The U.S. Department of Energy has indicated that there are some radioactive materials and industrial solvents on this site. Lawsuits have been filed alleging that the Rocketdyne facility has caused environmental contamination beyond the site. Two recent studies by UCLA and the University of Michigan have indicated that residents living within two miles of this facility may have been exposed to toxic chemicals and have slightly higher cancer rates than people in communities farther from the lab. However, authors of both reports have warned the results of these studies do not conclusively show that contamination from this facility caused cancer or other illnesses in the surrounding community. The Seller and Real Estate Brokers are unable to give any definitive answers regarding potential health hazards that may result from the proximity of the Property to this former testing facility. Buyer is advised to conduct an independent investigation of this matter. It is strongly recommended that Buyer have a soil test conducted of the Subject Property to determine any potential contamination.

4. **Rent Control:** Buyer and Seller have been informed that the City of Los Angeles and unincorporated Los Angeles are subject to rent control ordinances. Landlord's ability to increase rent, evict tenants, and other related matters may be restricted by said ordinances. Landlords may also be required to pay monetary relocation assistance to any tenants who are evicted through no fault evictions. The amount of relocation assistance varies depending upon the category of tenant involved. Broker(s) strongly recommend Buyer and Seller contact the City of Los Angeles Housing Community Investment Department at 1-866-557-RENT (7368) or the Los Angeles County Consumer and Business Affairs at 833-223-RENT (7368) based on location of the Property, to determine the effect of the local ordinance on Subject Property.

Further, Buyer and Seller have been informed that the State of California has passed legislation (AB1482) which establishes a Statewide Rent Cap and Just Cause Eviction Law. This legislation may impact certain properties located within the City of Los Angeles and unincorporated Los Angeles County that may not currently be covered by the local Rent Stabilization Ordinance. Buyer and Seller are advised to review said legislation and consult with their own real estate attorney as to any impact said legislation may have on the subject Property.

If the Property is not located in the City of Los Angeles or unincorporated areas of Los Angeles County, Buyer and Seller are advised to check directly with the appropriate governmental entity where the subject Property is located to determine the existence and impact of any other local Rent Control Ordinance. Broker(s) do not have expertise in this area and have not, and will not, independently verify or investigate the impact of any rent control ordinance on the subject Property.

5. **Valley Transit Project:** Buyer is informed that Property may be situated in or near one of the areas where the Metropolitan Transit Authority (MTA) has constructed a busway running across the San Fernando Valley. The busway (Metro Orange Line) follows the Burbank and Chandler Boulevard railroads right-of-way from the North Hollywood subway station to Warner Center in Woodland Hills and then northward from Warner Center to the Metrolink Station in Chatsworth running along Canoga Avenue. This busway could adversely or beneficially affect the value or desirability of the Property. Further, Buyer is aware that there will be an increased noise factor as a result of the operation of this busway. A map and additional information regarding the Metro Orange Line is available at <https://www.metro.net/> Buyer is advised to contact the MTA at (323) 466-3876 for additional information.

Buyers and Sellers acknowledge receipt of this page, which constitutes Page 1 of 5 Pages of this Addendum

Buyers Initials _____

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7. **Baseline Mansions Ordinance:** Buyer is advised that the City of Los Angeles has adopted a Baseline Mansions Ordinance (Los Angeles City Ordinance #179883) which may affect Buyer's intended use of the subject Property. For those properties subject to the Ordinance (generally all single-family residentially zoned properties not located in a Hillside area or Coastal Zone) the Ordinance imposes restrictions on the square footage allowable for both new construction and additions to existing structures on the Property. Buyer is advised to obtain a copy of this ordinance and to contact the appropriate City agency directly to determine its impact, if any, on the subject Property. Buyer may also visit the following website: <http://zimas.lacity.org>. In addition to the above referenced ordinance, the City of Los Angeles has adopted interim ordinance #179184 potentially impacting square footage requirements for single-family residentially zoned properties in the Sunland-Tujunga area. Buyers purchasing in this area are advised to obtain a copy of this ordinance and to contact the appropriate City agency to determine its impact, if any, on the subject Property. Broker does not have expertise in this area and strongly recommends that Buyer verify, prior to removing inspection contingencies, whether these Ordinances will have any effect on the Buyer's intended use of the subject Property.

7. **Hillside Ordinance:** Buyer is advised that Hillside Property in the City of Los Angeles and other cities may be subject to and impacted by local ordinances providing for special Hillside Property requirements. If the Property is a Hillside Property, Buyer is advised to obtain a copy of these ordinances to determine their impact, if any, on the Property. Information regarding the Los Angeles Hillside Property ordinances can be obtained from the City of L.A, Dept of Building and Safety.

8. **Landfill Disclosure:** Buyer is advised that the Property may be in the vicinity of a landfill site. Buyer agrees to make own investigation of this fact and its effects, if any, on the value and the buyer's use and enjoyment of the Property. Buyer is specifically advised that the Property is in the Vicinity of the Sunshine, Lopez, Chiquita, and other landfill sites. Buyer is advised that there is a proposal to extend the Sunshine Canyon Landfill located in the North San Fernando Valley above Granada Hills. For further information regarding this issue Buyer may contact BFI industries of California at (888) 742-5234, or the 12th District City Council office.

9. **Sediment Placement Sites (SPS):** Buyer is advised that the Property may be in the vicinity of a Sediment Placement Site (SPS). The Los Angeles County Flood Control District has established these sites to place the sediment being removed from debris basins throughout Los Angeles County. These sites are designed for putting soil and rock only, and not for dumping garbage or any other materials. Currently there are approximately 20 active SPSs throughout Los Angeles County with seven located within or near the boundaries of the San Fernando and Santa Clarita Valley. Such SPS sites currently exist in Sylmar (May Canyon), Chatsworth (Brown), Santa Clarita (Wildwood), Toluca Lake (Aqua Vista) and Sunland/Tujunga (Zachau, La Tuna, Blue Gum). A map of these SPS sites may be found at <http://www.srar.com/> (click on MLS tab on top of homepage and go to Neighborhoods/Areas tab). Buyer agrees to make own investigation of these sites and their effects, if any, on the value and the Buyer's use and enjoyment of the Property.

10. **Future Development:** Buyer is aware that the Property may be affected by future development of Property in the neighborhood or surrounding areas and the Property may be subject to building and development restrictions and conditions. Buyer is advised to consult with appropriate government agencies and shall rely solely upon Buyer's own investigations to determine future development or planning and its potential impact on the Property. Buyer is advised that the Universal Studios and Porter Ranch areas are in the process of major expansion at this time as are other areas located within City and County jurisdiction.

11. **Flooring Disclosure:** Neither Seller nor Broker makes any representation or guarantee as to the type or condition of the flooring located underneath existing carpeting or other floor covering, except as may be noted in writing by Seller. Buyer is advised to conduct their own independent investigation of the flooring during Buyer's physical inspection period, if this is an important factor to Buyer. Buyer understands that any investigation of the flooring must be done in a manner that will not damage the existing floor covering. Seller is required to disclose any adverse conditions regarding flooring underneath the existing floor covering that are known to Seller; however, Buyer understands that Seller is NOT responsible for damaged flooring underneath existing floor covering unless Seller was aware of such condition and failed to disclose this to Buyer. If Buyer is informed "hardwood" or "wood" floors exist at Subject Property, Buyer understands this is NOT a representation or guarantee that all flooring is wood or hardwood and is not a representation or guarantee as to the condition of said flooring.

12. **Flooring in Condominium and Common Interest Complexes:** Many condominium complexes or common interest developments have restrictions on owners of upper floor units replacing carpet with wood or other hard surfaces. This restriction is due to the fact that hard floor surfaces on upper units can cause an increase in noise to owners of units located below such upper floor units. Buyer is advised to investigate this matter before making any changes to flooring in upper-level units in condominiums and other common interest properties with upper and lower floors owned by different owners.

13. **Wildlife:** Buyer has been informed that various types of wildlife appear in residential neighborhoods and throughout the San Fernando Valley and surrounding areas. Coyotes, undomesticated cats, snakes, owls and other birds of prey as well as other such wildlife may be injurious to Property, pets and small children. Buyer is advised to investigate this matter during Buyer's contingency period.

14. **High Winds Disclosure:** Buyer is aware that certain areas located in the San Fernando Valley (especially in the Northern portion of the San Fernando Valley) and numerous areas located in Santa Clarita Valley experience high winds, especially in winter months. Buyer is advised to make an independent investigation of this during Buyer's physical inspection contingency period.

15. **Potable Water to Support Future Improvement to Property:** Buyer is made aware in the County of Los Angeles there are new requirements effective January 1, 2003, for the expansion and development of real estate. Buyer is advised to do an independent investigation of the "Potable Water Availability Requirements for Residential and Commercial Development" including whether "public" or "certified well water" source is available and the performance of soil evaluation "percolation" tests for private sewage disposal. Buyers in unincorporated areas of the County of Los Angeles should contact the County of Los Angeles, Department of Health Services Environmental Health or the Los Angeles County Department of Public Works (website <https://www.ladwp.com/>).

Buyers and Sellers acknowledge receipt of this page, which constitutes Page 2 of 5 Pages of this Addendum

Buyers Initials _____

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16. **Mulholland Scenic Parkway Specific Plan:** Buyer is aware that all Property situated in the City of Los Angeles bounded on the East by the Hollywood Freeway, on the West by the Los Angeles City/County boundary line, and within approximately one-half mile North or South of Mulholland Drive is subject to the Mulholland Scenic Parkway Specific Plan (City of Los Angeles Ordinance #167943). If the Property lies within this Specific Plan area, Buyer is strongly advised to obtain a copy of the ordinance and to investigate the impact the Specific Plan may have on subject Property. Buyer may obtain an official copy of the ordinance by contacting the Los Angeles City Ordinance Division at (213) 978-1133.

17. **Protected Tree Preservation:** Buyer is aware of the existence of a Los Angeles City Ordinance (Ordinance # 177404) that regulates and encourages the preservation of oak trees and other "protected trees" within the City of Los Angeles. For more information regarding which trees fall within the category of "protected trees" and what restrictions apply to such trees and before removing, relocating or altering any trees on subject Property, Buyer is advised to contact the City of Los Angeles, Urban Forestry Division at (213)847-3077. A permit is generally required to relocate, remove or alter any protected trees. The Seller and Real Estate Brokers are not experts in this area and cannot give specific advice to Buyer with regard to this matter.

18. **Community Boundaries:** Within the City of Los Angeles there are many communities such as Sherman Oaks, Woodland Hills, Valley Village, Valley Glen, etc. The Los Angeles City Council is the governmental entity that approves the actual boundaries of these neighborhoods. The official boundaries of each of these communities are delineated in the official maps approved by the LA City Council. These maps can be found on the LA City Council website or at <http://www.srar.com/> (click on the MLS tab at the top of the homepage and go to Neighborhood Boundary maps). Buyer and Seller are advised not to rely on the US Postal Service or LA County Assessor's information to determine the actual boundaries of any particular community as these records are not always accurate. Buyer and Seller are advised to check the official LA City Council maps to determine the actual boundaries of the various communities.

19. **Proposed High-Speed Rail Between Burbank and Palmdale:** Buyer is informed that the State of California is considering the route of a high-speed rail line between Burbank and Palmdale. When such a rail line is constructed, there will be numerous items impacting surrounding neighborhoods including, but not limited to, noise factors of construction, train operations and possible eminent domain issues. Real Estate Brokers cannot give any opinion on when this high-speed rail will be constructed nor where the high-speed rail will ultimately be constructed. The State of California is currently contemplating numerous routes for said rail line. While it is likely that Property values in the areas surrounding this project will be impacted, Real Estate Brokers are not in a position to determine what impact this project would have on any particular Property. Buyer is advised to contact the California High-Speed Rail Authority directly with any questions concerning this proposed construction. California High-Speed Rail Authority headquarters in Sacramento can be reached at 916-324-1541 or by email at <http://hsr.ca.gov/>. The local Southern California office can be reached at email address southern.california@hsr.ca.gov.

20. **Porter Ranch/Aliso Canyon Disclosure:** Buyer is advised of the existence of the Aliso Canyon Oil Field, located within close proximity to the Porter Ranch Area. Further, Buyer is informed that The Termo Company, owner of the existing wells along with several other oil and gas companies, has proposed to drill an additional number of new oils wells at this site. At this time, this proposal is under consideration and no final determination has been made as to whether or when such additional oil wells will be drilled. Seller and real estate brokers and their agents do not have the expertise to advise Buyer on any impact said oil wells may have on the subject Property. Buyer is advised to investigate this matter during Buyer's investigation contingency period. Buyer may visit the proposed project website at <http://www.northalisoproject.com> and should also check with the appropriate county and city departments to obtain information regarding any potential environmental impact of said drilling.

Buyer is advised that there was a major gas leak coming from a Southern California Gas Company storage facility in Aliso Canyon located in close proximity to the Porter Ranch area. The leak, coming from an underground well, released large quantities of methane gas. During the time of the leakage, residents of Porter Ranch complained of health issues including nausea, headaches, and nosebleeds. The gas company indicated that the leak began on or around October 23, 2015 and continued until on or around February 11, 2016. Seller and real estate brokers and their agents do not possess the expertise to advise buyer on the impact of this leak on the subject Property. Buyer is advised to do his own investigation of this matter during buyer's investigation period. Buyer may contact the Los Angeles County Department of Public Health at 888-700-9995 and the Southern California Gas Company at 800-427-2000 for further information.

21. **Woolsey Fire Disclosure and Advisory:** Buyer is aware that in November, 2018, a massive fire swept through a large portion of Los Angeles and Ventura Counties, including large portions of Thousand Oaks, Calabasas, Agoura, West Hills, Bell Canyon, Hidden Hills, Oak Park, Malibu and other surrounding areas. Many homes were destroyed or severely damaged by the fire. Other homes in the vicinity of the fire may have suffered damages either to the exterior or the interior of the Property even if there is no outward appearance of damage.

If Buyer is purchasing vacant land where a property was destroyed or Property with partially destroyed structures as a result of the fire, Buyer is strongly advised to investigate Buyer's ability to build on said land by checking directly with Buyer's licensed contractor, structural engineer, geologist and other appropriate professionals as well as checking directly with the local municipality which governs building in the area in question, during Buyer's investigation contingency period. Buyer agrees and understands that neither Seller nor Real Estate Brokers or their Agents can make any representations as to what can be built on said sites or the cost factors associated with any such building. As such, Buyer acknowledges and agrees that Buyer is not relying on any representations of Seller or Real Estate Brokers or their Agents with regard to these matters.

Buyers and Sellers acknowledge receipt of this page, which constitutes Page 3 of 5 Pages of this Addendum

Buyers Initials _____

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Buyer is advised to take all necessary steps to protect his or her interests while investigating the condition of the Property so as to thoroughly assess the impact of these fires. In addition to the items referenced above, this includes but is not limited to the following matters: the ability to obtain fire insurance on said Property; investigating the Property and surrounding areas for any potential contamination or damage resulting from the fires; investigating the potential for mudslides or similar future damage in the vicinity of the Property as a result of the fire; the availability of financing for the Property; the existence of any liens or claims on the Property for debris removal costs and/or any claims or costs for any other issues related to the fire and its aftermath.

Buyers are advised to consult with their own legal and insurance professionals regarding all matters related in any way to the above referenced fires. Real Estate Brokers and their agents do not have expertise in these matters and have not, and will not independently verify any of the above.

22. Compliance with Home Hardening and Defensible Space Requirements: Residential 1–4-unit properties located in either high or very high severity fire zones are required to be in compliance with various State laws, and local laws, where applicable, related to Home Hardening and Defensible Space. Buyer has been informed and acknowledges that there may be cost factors associated with bringing the Property into compliance with these laws after the close of escrow. Buyers are advised to investigate this matter during buyer’s investigation of Property contingency period. Brokers do not have expertise in this area, and buyers are advised to consult with their own professionals with regard to these requirements and the potential cost factors associated with this.

23. Los Angeles City Earthquake Retrofit Safety Regulations: The Los Angeles City Council has enacted seismic regulations requiring an estimated 15,000 buildings be retrofitted so they will better withstand a potential earthquake. Two types of buildings are targeted by this legislation- concrete buildings and boxy wood-frame apartment complexes built on top of carports. Property owners will have seven years to retrofit wood apartments and 25 years to fix concrete buildings. The cost of retrofitting such buildings will be substantial and any potential buyer of such properties is advised to investigate this matter during buyer’s investigation contingency period. Buyer is advised to check directly with the Los Angeles Department of Building and Safety for further information on this subject.

24. Electrical Outages: Buyer is aware that due to the water shortage, climate change and the plethora of fires in California, intermittent electrical outages are a potential for all areas of the State. The electric company servicing the area in which the Property is located, may have to make decisions to have periodic electricity outages which may impact the Property. Buyer is advised to investigate this matter during buyer’s investigation contingency. Broker does not have expertise in this area and cannot give buyer any guidance on this issue.

25 Value: Buyer and Seller acknowledge and agree that while Broker(s) often provide information regarding comparable properties to the Property, the value of the Property is subjective and Broker(s) cannot guarantee the current market value of the Property. Further, Broker(s) make no representation of any kind as to the future value of said Property.

26. Pest Control Reports: In the event that Seller obtains more than one Pest Control report pursuant to the current sale of Property, Seller is required to provide copies of all such reports to Buyer. Seller's ability to comply with the Pest Control provisions of the Purchase Contract may be impacted by the existence of any discrepancies contained within said reports. Buyer is aware that the Structural Pest Control Report deals with wood destroying pests (termites) and does not apply to the presence or absence of rodents, insects, or any other such “pests”.

27. Escrow Process Complexity: The Purchase Agreement indicates a specific closing date; however, the complexity of a real estate transaction may necessitate an extension of this closing date. Any such extension should be in writing signed by Buyer and Seller. In addition, California law may, in some circumstances, permit a reasonable period of time beyond the date set for close of escrow for one or the other party to comply with the terms of escrow and sale. Due to these possibilities, it is suggested that Buyer and Seller remain as flexible as possible with regard to all plans based on the exact closing date.

- 28. Mandatory Government Retrofit Items:** The following retrofit items apply to properties located in the City of Los Angeles
- a) **Water Conservation Certificate of Compliance:** Buyer and Seller are aware of Los Angeles Municipal Code Section 122.02 requiring the Seller of Residential Property to provide Buyer with a Certificate of Compliance that all applicable items have been retrofitted with the water saving devices specified in said code section. Property shall have ultralow flow toilets in all bathrooms prior to close of escrow, as well as required flow restrictor showerheads per city ordinance.
 - b) **Impact Hazard Glazing:** Buyer and Seller are aware of City of Los Angeles Ordinance No. 161.136 requiring that all external sliding glass doors (the sliding part only) must be tempered glass or “Impact hazard glazed” with a safety film approved by the City of Los Angeles prior to the close of escrow.
 - c) **Smoke Detector/Water Heater Compliance:** Buyer and Seller are aware of California Health & Safety Code Sections 13113.8(b) and 19211 requiring Sellers of real Property to provide buyer with a written statement indicating that the Property is in compliance with the applicable local ordinance regarding installation of smoke detectors and water heater bracing, anchoring or strapping. Los Angeles City ordinance requires installation of smoke detectors in every bedroom and hallway adjacent to bedroom. Single family residences may have battery operated smoke detectors, but all multi dwelling units, including condominiums and townhomes, must be hardwired. Los Angeles City ordinance requires all water heaters to be double trapped as per city ordinance specifications.

Buyers and Sellers acknowledge receipt of this page, which constitutes Page 4 of 5 Pages of this Addendum

Buyers Initials _____

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Buyer and Seller are aware of the Los Angeles City ordinance that requires the installation of a Seismic Gas shutoff Valve Ordinance. Said ordinance requires a permit from the Department of Building and Safety as well as an inspection by the Department. Questions concerning this ordinance should be directed to the Los Angeles Department of Building and Safety at their toll-free number (888) 524-2845.

In addition to the Los Angeles City Retrofit requirements set forth herein, all real Property in California is subject to Statewide retrofit requirements related to smoke detectors, carbon monoxide detectors, and other statewide retrofit requirements. In addition, other Cities, Counties and Municipalities may have separate or additional retrofit requirements as a condition of closing escrow. If the Property is located outside of Los Angeles City, Buyer and/or Seller must comply with any such retrofit requirements. Buyer and Seller are advised to investigate this matter so as to satisfy the various retrofit requirements of the governmental entity in question.

29. **Purchase or Sale by One Spouse:** If one spouse is purchasing or selling the Property as his or her sole and separate Property, Buyer and Seller are aware that the Title Insurance Company may require said spouse to obtain written approval from the other spouse in order to obtain Title Insurance on the Property.

30. [] **(Check if applicable) Selection of Service Providers:** All parties are aware that Broker(s) has a financial interest in:

Buyer and Seller are not obligated to use said service(s). (Broker(s) are advised that they are required to provide Buyer and Seller with the appropriate Affiliated Business Arrangement disclosure form pursuant to RESPA guidelines with regard to any services referenced in this paragraph).

31. **Report of Residential Property Records and Pending Special Assessment Liens:** If the subject Property is residential and located in the City of Los Angeles, Seller shall pay for and deliver to Buyer, prior to close of escrow, a "Report of Residential Property Records and Pending Special Assessment Liens" in accordance with Los Angeles City Ordinance No. 144.942. Buyer and Seller acknowledge that Broker(s) is not responsible for the timely delivery of said report.

Buyers and Sellers acknowledge receipt of this page, which constitutes Page 5 of 5 Pages of this Addendum.

SELLER  _____ SELLER  _____ DATE 01/08/2024
191015A96F90433... 6F9BB000C883487...

BUYER _____ BUYER _____ DATE _____

This form is a product of Southland Regional Association of REALTORS®. The terms of the California Association of REALTORS® User Protection Agreement do not apply to this form.

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KELLERWILLIAMS

World Media Center

**AFFILIATED BUSINESS ARRANGEMENT
DISCLOSURE STATEMENT**

From: First Core Group Inc. dba Keller Williams Realty – Glendale

Property: 10755 Owens Pl, Tujunga, Ca 91042
City State Zip Code

In connection to purchase or sale of your property this is to give you notice that First Core Group Inc. doing business as Keller Williams Realty–Glendale (Keller Williams Realty) has a Marketing Service Agreement with Skyline Home Loans. This agreement may provide Keller Williams Realty with financial or other benefits. In addition, First Core Group, Inc. owners (Nick Avedissian and Mike Derian) have a direct ownership interest in First Trust Escrow, Inc.

We have set forth below the estimated charge, or range of charges by these companies for the settlement services listed. You are NOT required to use Skyline Home Loans or First Trust Escrow, Inc. for obtaining loan services and escrow services as a condition to purchase or sell the subject property. Furthermore, the figures below are best estimates and may vary depending on certain circumstances. The estimates below are also subject to change. 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.

The Following are only estimates of Skyline Home Loans fees and vary depending on the loan program and borrower’s qualifications.

- Loan discount points: 0 to 3 points
- Processing: \$1,500
- Appraisal: \$300-\$1,500
- Credit report: \$15-\$75
- Flood Check: \$35

Escrow Services from First Trust Escrow, Inc. The following estimates are charged each to Buyer and Seller:

Basic Escrow Fee: \$200 plus \$2.00 per \$1,000 of sales price. Minimum Basic Escrow Fee is \$650
Buyer loan tie-in fee: \$150 per loan
Document Fee: \$150
Processing Demand: \$150 (if there’s a seller’s payoff)
If Short pay, add \$250

ACKNOWLEDEMENT

I/We have read this disclosure form, and understand that Keller Williams Realty is referring me/us to purchase the above-described settlement services and may receive financial or other benefits as a result of this referral.

DocuSigned by: 01/08/2024
Seller(s) _____ Date

Buyer(s) _____ Date

DocuSigned by: 01/08/2024
Seller(s) _____ Date

Buyer(s) _____ Date



ADDENDUM TO RESIDENTIAL PURCHASE AGREEMENT

This is intended to be a legally binding document – Read it carefully
(Paragraphs 1-38 of this addendum are intended for use with all Residential Properties)

The following terms and conditions are incorporated in, and made a part of, the Residential Purchase Agreement dated _____ on the property described as 10755 Owens Pl, Tujunga, Ca 91042 (the “Property”) in which _____ is referred to as Buyer/Lessee and in which Arno Stephanian Edit Hartoonians is referred to as Seller.

1. **Permits:** Broker(s) make no representation that any or all additions or modifications to Property have been made with permits and/or have certificates of occupancy (C of O’s). Broker(s) make no representation that the property is or is not built to code. Should property have additions and and/or modifications built without permits and/or C of O’s, they may not have been done to code or may not be permitted for current usage. If discovered by a Governmental agency, Buyer understands said agency may require improvements to be brought up to code or to be removed. Buyer is strongly advised to investigate these matters in conjunction with Buyer’s physical investigation contingency period.

2. **Roof Inspections:** Buyer/Lessee herein acknowledges that Broker(s) are not licensed roofers. Roofs may leak for various reasons, including, but not limited to, damage, age, disrepair, wind, rain, sun and other elements, improper maintenance or construction. Buyer/Lessee is advised to obtain a professional roof inspection, at Buyer/Lessee’s expense, in conjunction with Buyer/Lessee’s physical investigation contingency period. Seller is required to disclose all material defects regarding roof, including repairs to roof, if material, but pursuant to the Purchase Agreement. Seller is not responsible for unknown defects that may exist regarding roof.

3. **Earthquake Disclosures:** Southern California has experienced various earthquakes in the past. Damage caused by an earthquake may not be discoverable by Buyer/Lessee’s or Broker’s visual inspection. Thus, inspection by licensed, qualified professionals is strongly recommended to determine the structural integrity and safety of all structures and improvements on the property. If the Property is a condominium (or a unit in some other common interest subdivision), Buyer/Lessee is advised to contact the homeowners’ association about earthquake repairs, retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake insurance.

4. **Geological, Soil and Drainage Inspection:** Broker(s) strongly recommends Buyer/Lessee have a licensed geologist/soil expert inspect the Property within the time frame indicated on the original deposit receipt and purchase contract, particularly because of Southern California’s known expansive soil conditions. Buyer/Lessee acknowledges many properties located in Southern California are susceptible to settling, slippage, earthquake and other movement which may cause damage. The Property may be constructed on filled or improperly compacted soil, and may be subject to inadequate drainage, underground water or other such conditions. Buyer/Lessee also acknowledges abandoned and active oil and gas fields and toxic waste sites are located throughout Southern California and may be located at or in the vicinity of the Property. Buyer/Lessee shall rely on his own independent investigation and inspection of the geological, soil, and drainage condition of the Property, and not upon any representation of the Seller or Broker(s) in this regard. Broker(s) are in no way recommending Buyer/Lessee waive the geological inspection of the Property, especially in hillside areas, as Broker(s) believe such an inspection is critical in determining the geological soils condition.

5. **Schools:** Buyer/Lessee is aware that although the Property might be located in a certain school district, or might usually be served by a particular school, the school actually serving the Property might not be determined until the time of enrollment. This can occur for various reasons, including, but not limited to class size reductions and overcrowding. Broker(s) strongly urge Buyer/Lessee to make an independent investigation of this matter directly with the School or School District in question.

6. **Landfill Disclosure:** Buyer/Lessee is advised that the property may be in the vicinity of a landfill site. Buyer/Lessee agrees to make own investigation of this facts and its effects, if any, on the value and the Buyer/Lessee’s use and enjoyment of the Property. Buyer/Lessee is specifically advised that the Property is in the vicinity of the Sunshine Lopez Chiquita other - _____ landfill site. Buyer/Lessee is advised that there is proposal to extend the Sunshine Canyon Landfill located in the North San Fernando Valley above Granada hills. For further information regarding this issue Buyer/Lessee may contact BFI Industries of California at (800) 521-6301, or the 12th District city council office.

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7. **Defective Furnaces:** Buyer/Lessee is advised that there is a consumer warning in California regarding certain gas fired attic furnaces manufactured by Consolidated Industries and sold under a various brand names between 1984 and 1992 as being the cause of residential fires. Buyer/Lessee is advised to have this matter investigated by a qualified professional. For further information regarding this issue Buyer/Lessee may contact the Consumer Product Safety Commission's toll-free hotline at (800)638-2772 or online at <http://www.cpsc.gov/>

8. **Mold Disclosure:** Current publicity has focused on toxic and non-toxic molds in homes, schools and other building across the United States. Buyer/Lessee is advised that the presence of certain kinds of molds, funguses, or other organisms may adversely affect the property and the health of some individuals. Toxic mold found in the home is often the result of moisture invasion or water leakage inside the home. Buyer/Lessee is advised to have Property inspected by a qualified professional for the existence of such organisms or conditions deemed likely to lead to their formation, during Buyer/Lessee's physical inspection contingency period. REAL ESTATE BROKERS AND AGENTS ARE NOT QUALIFIED TO INSPECT FOR MOLD OR TO MAKE ANY RECOMMENDATIONS OR DETERMINATIONS CONCERNING POSSIBLE EXPOSURE OR HEALTH AND SAFETY ISSUES. THE PURPOSE OF THIS DISCLOSURE IS TO PUT SELLERS/LESSORS AND BUYER/LESSEES ON NOTICE TO CONDUCT THEIR OWN DUE DELIGENCE REGARDING THIS MATTER USING APPROPRIATE QUALIFIED EXPERTS.

9. **Flooring Disclosure:** Neither Seller nor Broker make any representation or guarantee as to the type or condition of the flooring located underneath existing carpeting or other floor covering, except as may be noted in writing by Seller. Buyer/Lessee is advised to do his/her own independent investigation of the flooring during Buyer/Lessee's physical inspection period, if this is an important factor to Buyer/Lessee. Buyer/Lessee understands that any investigation of the flooring must be done in a manner that will not damage the existing floor covering. Seller/Lessor is required to disclose any adverse conditions regarding flooring underneath the existing floor covering that are known to Seller/Lessor, however, Buyer/Lessee understands that Seller/Lessor is NOT responsible for damaged flooring underneath existing floor covering unless Seller/Lessor was aware of such condition and failed to disclose this to Buyer/Lessee. If Buyer/Lessee is informed that "hardwood floors" exist at Property, Buyer/Lessee understands that this is NOT a representation or guarantee that all flooring underneath existing carpeting is hardwood and is not a representation or guarantee as to the condition of said hardwood.

10. **Rented Equipment:** If Seller/Lessor has a Water Softening Device, Burglar Alarm System, or Satellite Dish installed on the property, Buyer/Lessee to investigate with Seller/Lessor the status of the ownership or rental of these units. Units rented to the Seller/Lessor will not be transferred to the Buyer/Lessee without Buyer/Lessee making a separate rental agreement with the various rental companies involved.

11. **Pest Control Reports:** In the event that Seller/Lessor obtains more than one Pest Control report pursuant to the current sale of the Property, Seller/Lessor is required to provide copies of all such reports to Buyer/Lessee. Seller/Lessor's ability to comply with the Pest Control provisions of the Purchase Contract may be impacted by the existence of any discrepancies contained within said reports. Buyer/Lessee is aware that the Structural Pest Control Report deals with wood destroying pests (termites) and does not apply to the presence or absence of rodents, insects, or any other such "pests".

12. **Pet & Animal Disclosure:** The previous occupants may have had domesticated or undomesticated animals. In addition to possible odors, and staining of flooring, the property, including all structures, may have fleas, ticks and/or other pests associated with animals. Buyer/Lessee is advised to investigate this matter in conjunction with Buyer/Lessee's physical inspection contingency.

13. **Waste Disposal System:** Buyer/Lessee and Seller/Lessor are aware that Broker(s) makes no implied or express warranty as to the existence and/or condition of the waste disposal system for the Property. Buyer/Lessee and Seller/Lessor are further advised that the existence of a Sewer Permit does not guarantee that the property is connected to sewer. Buyer/Lessee is advised to make an independent investigation as to the type and adequacy of the waste disposal system at the Property.

14. **Sale Contingency/Disapproval:** This sale is contingent upon Buyer/Lessee's independent investigation and approval of items referred herein, within the same number of days from acceptance of offer and in the same manner as agreed to between Buyer/Lessee and Seller/Lessor in the Agreement for the physical investigation contingency.

15. **Death on Property:** Buyer/Lessee and Seller/Lessor are aware of California Civil Code Section 1710.2 that requires the Seller/Lessor to disclose death that occurred at Property within three years of the Purchase Contract date, and further requires Seller/Lessor to disclose death occurring beyond three years of the Purchase Contract date, if Buyer/Lessee makes a direct inquiry of Seller/Lessor regarding same. Notwithstanding the above, pursuant to said code section, an occupant's affliction with, or death related to the aids virus, is not considered a material fact requiring disclosure

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Buyer/Lessee Initials () () Seller/Lessor Initials AS (EH)

16. **Purchase or Sale by One Spouse:** If one spouse is purchasing or selling the Property as his or her sole and separate property, the other spouse shall sign appropriate documentation within ten (10) calendar days of execution of this Agreement, or the other party to the transaction shall have the right to cancel this transaction at his/her sole discretion with written notification to Escrow.

17. **Lender Information:** Listing agent is authorized to contact Buyer lender regarding progress of loan. Buyer/Lessee instructs selling agent to provide listing agent with name and telephone number of lender immediately upon submission of loan application.

18. **California Fair Plan Insurance:** Buyer/Lessee is aware certain hillside and brush area properties may require California Fair Plan Insurance (CFP) Coverage. Buyer/Lessee should allow approximately 4 weeks for processing of this insurance application. Buyer/Lessee is advised that cost of CFP insurance may be greater than the cost of conventional insurance and coverage may be limited.

19. **Buyer's Subsequent Purchase:** In the event this transaction is not concluded within twelve (12) months following the date of this offer, should Buyer or any related person, acting directly or indirectly, acquire the Property or any interest in the Property from Seller, Seller agrees to pay commission as set forth in Seller Listing Agreement or, if there is no listing agreement, as specified in the original Purchase Agreement between Seller and Buyer. For purposes of this Agreement, "related person" includes any person related by blood, marriage, or business relationship, and any entity that controls or is controlled by Buyer or any related person excluding Brokers herein.

20. **Home Protection Plans:** Buyer is aware that the Standard Buyer Home Protection Plan generally does not include coverage for air conditioning, pool, spa, roof, and other optional coverage. It is recommended that the parties specify exactly what coverage is being included if the purchase of a policy is part of this sale. Buyer understands that there are differences between the various companies as to the extent of coverage provided. Buyer and Seller acknowledge that although Broker(s) may provide names and supply literature on the availability of these plans, the selection of the individual plan is at the sole discretion of Buyer and Seller. Buyer and Seller are advised to make their own investigation as to the exact coverage and what limitations and exclusions individual policies contain. Buyer is aware that there is normally a trade service fee that applies for each repair visit. Seller is informed of the availability of Seller's coverage during the term of the listing agreement and escrow period and is advised to contact the home protection company directly if interested in obtaining such coverage.

21. **Value:** Buyer/Lessee and Seller/Lessor acknowledge and agree that while Broker(s) often provide information regarding comparable properties to the Property, the value of the property is subjective and Broker(s) cannot guarantee the current market value of the Property. Furthermore, Broker(s) make no representation of any kind as to the future value of said property.

22. **Escrow Process Complexity:** The Purchase Agreement indicates a specific closing date; however, the complexity of a real estate transaction may necessitate an extension of this closing date. Any such extension should be in writing signed by Buyer and Seller. In addition, California law may, in some circumstances, permit a reasonable period of time beyond the date set for close of escrow for one or the other party to comply with the terms of escrow and sale. Due to these possibilities, it is suggested that Buyer and Seller remain as flexible as possible with regard to all plans based on the exact closing date.

23. **Broker(s) Responsibilities:** Buyer/Lessee and Seller/Lessor acknowledge and agree Broker(s) are not responsible for Buyer/Lessee's and Seller/Lessor's performance of the terms and conditions contained in this purchase agreement, including all addenda, and Broker(s) are not responsible for, and are not the guarantor as to the condition of the property.

24. **Mandatory Government Retrofit Items:**

a) **Water Conservation Certificate of Compliance (for property located in the City of L.A.)** Buyer and Seller are aware of Los Angeles Municipal code Section 122.03 requiring the Seller of residential property to provide Buyer with a Certificate of Compliance that all applicable items have been retrofitted with the water saving devices specified in said code section. Property shall have ultra low flow toilets in all bathrooms prior to close of escrow, as well as required flow restrictor showerheads per city ordinance. Other cities may have similar requirements. Brokers do not have expertise in this area. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance.

b) **Impact Hazard Glazing (for property located in the City of L.A.):** Buyer and Seller are aware of City of Los Angeles Ordinance No. 161.136 requiring that all external sliding glass doors (the sliding part only) must be tempered glass or "impact hazard glazed" with a safety film approved by the City of Los Angeles prior to close of escrow. Other cities may have similar requirements. Brokers do not have expertise in this area. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance.

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Buyer/Lessee Initials () () Seller/Lessor Initials AS EH

c) **Smoke Detector/Water Heater Compliance:** Buyer and Seller are aware of California Health & Safety Code Section 13113.8(b) and 19211 requiring Seller of real property to provide Buyer with a written statement indicating that the Property is in compliance with the applicable local ordinances regarding installation of smoke detectors and water heater bracing, anchoring or strapping. Los Angeles City ordinance requires all water heaters to be double strapped as per city ordinance specifications. Los Angeles City ordinance requires installation of smoke detectors in every bedroom and hallway adjacent to bedroom. Single family residences may have battery operated smoke detectors, but all multi- dwelling units, including condominiums and town homes, must be hardwired. Other cities may have similar requirements. Brokers do not have expertise in this area. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance.

25. **Potable Water to Support Future Improvement to Property:** Buyer is made aware in the County of Los Angeles there are new requirements effective January 1, 2003, for the expansion and development of real estate. Buyer is advised to do an independent investigation of the "Potable Water Availability Requirements for Residential and Commercial Development" including whether "public" or "certified" well water source is available and the performance of soil evaluation "percolation" tests for private sewerage disposal. Buyer/Lesseees in unincorporated areas of the County of Los Angeles should contact the County of Los Angeles Department of Health Services Environmental Health or the Los Angeles County Department of Public Works (website www.Ladpw.org). Other cities may have similar requirements. Brokers do not have expertise in this area. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance.

26. **Hillside Ordinance:** Buyer/Lessee is advised that Hillside Property in the city of Los Angeles and other cities may be subject to and impacted by local ordinances providing for special Hillside property requirements. If the Property is a Hillside Property, Buyer/Lessee is advised to obtain a copy of these ordinances to determine their impact, if any, on the Property. Information regarding the Los Angeles Hillside Property ordinances can be obtained from the city of Los Angeles Dept of Building and Safety.

27. **Homeowner's Insurance:** Buyer/Lessee is aware that he/she may have a problem obtaining new Homeowner's Insurance regarding the Property if there has been a prior insurance claim made arising from water penetration or leaks therein. Broker strongly recommends that Buyer/Lessee inquire of Seller/Lessor with regard to whether such a claim has been made and with his/her insurance broker regarding whether there will be any problem procuring insurance for the Property.

28. **Square Footage:** Buyer/Lessee acknowledges that all information that has been provided concerning the size of the residence (including the location of property corners and/or the property's dimension), is an approximation only, has not been independently verified by Broker, has been determined solely by the party identified as the source of that information and may be inaccurate. Broker therefore strongly recommends that Buyer/Lessee independently verify any information regarding the size of the residence and/or the property upon which it is situated, regardless of the source of that information. Buyer/Lessee hereby agrees to release and hold harmless Broker from and against any and all claims or damages relating to or arising from such information.

29. **Views:** Buyer/Lessee is aware that present views from the Property may be affected by future development or the growth of vegetation on adjacent properties. Broker recommends that Buyer/Lessee contact adjacent landowners and consult the proper professional advisor to satisfy him/herself in that regard.

30. **Private Waste Disposal System:** If the Property is service by a private waste disposal system (the "System"), it is strongly recommended that a qualified professional be retained to inspect the System. Buyer/Lessee is aware that Broker has no expertise regarding such a System and therefore acknowledges that Broker makes no representation or warranty regarding its condition, capacity or future expansion, nor whether the System is adequate for use by Buyer/Lessee. Buyer/Lessee is aware that any changes in the use of the System may adversely affect its efficacy.

31. **Historical Conservancy:** Buyer/Lessee is aware that the Property may be located in a protected historical conservancy area or may have been or may be subsequently designated as a landmark. Buyer/Lessee acknowledges that such a condition may affect Buyer/Lessee's ability to remodel or develop the Property. Buyer/Lessee acknowledges that Broker has no expertise with regard to any such present or future designation and as such Buyer/Lessee/Seller/Lessor may not rely on Broker but must make such determination on his or her own.

32. **Rent control:** Buyer/Lessee has been informed that Los Angeles City is subject to a rent control ordinance. Currently, all single family residences are exempt from this ordinance. In addition, multi-units including town homes and condominiums where the original Certificate of occupancy was issued after October 1, 1979, are exempt. Buyer's ability to increase rent, evict tenants and other related matters may be restricted by said ordinance. Buyer may also be required to pay monetary relocation assistance to any tenants who are evicted by Buyer for any reason. This relocation assistance may amount to several thousand dollars based upon the category of tenant involved. Broker(s) strongly recommend Buyer/Lessee contact the City of Los Angeles Housing Department at

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800-994-4444 to determine the effect of the local ordinances on subject property. Other cities may have similar requirements. Brokers do not have expertise in this area. If the Property is located outside the city of Los Angeles, Buyer is advised to check with the appropriate governmental entity to determine the existence of any Rent Control Ordinance.

33. Report of Residential Property Records and Pending Special Assessment Liens: If the subject property is residential and located in the City of Los Angeles, Seller shall cooperate with Buyer to obtain prior to the close of escrow, a Report of Residential Property Records and Pending Special Assessment Liens ("Form 9A") in accordance with Los Angeles City Ordinance No. 144.942. Buyer and Seller acknowledge that Broker(s) is/are not responsible for the timely delivery of said report. Residential property includes, among others, single family dwellings, condominiums, condominium conversions, townhouses, lofts, live / work space, multi-unit residential property, and vacant land located in a zone wherein dwelling units or guest rooms are legally permitted.

CORPORATIONS, BANKS, BANK ASSET SERVICE COMPANIES (REOS), SHORT SALES, TRUSTS, OR PROBATE SALES ARE NOT EXEMPT FROM PROVIDING THE RPR.

The RPR contains information that may be material to the Buyer when purchasing a property. The matters reflected on the RPR may change at any time after the research by the city or report issuance date. The RPR contains information pertinent to the property's authorized occupancy and use. It discloses, among other things, the legal number of units; sewer connection permits; weed abatement; pending and/or future special assessment liens; and seismic gas shutoff valves, smoke detector, water conservation devices, and window glazing ordinances.

Other cities may have similar requirements. Brokers do not have expertise in this area. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the requirements for the Property, the extent to which the Property complies with such requirements, and the costs, if any, of compliance.

BUYER AND SELLER DESIRE THAT BUYER SHALL OBTAIN THE RPR ON THEIR OWN OUTSIDE OF ESCROW OR THAT THE REPORT WILL BE DELIVERED BY SELLER EITHER AFTER THE REQUIRED CONTRACTUAL DATE OR AFTER THE CLOSE OF ESCROW. THEREFORE, THE BUYER AND SELLER, AS EVIDENCED BY THEIR RESPECTIVE SIGNATURES BELOW, HEREBY HOLD KELLER WILLIAMS, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OWNERS, OR AFFILIATED COMPANIES, FREE AND HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, EXPENSES OR LIABILITIES, PENALTIES, INCLUDING LOSS OF INCOME, ATTORNEYS' FEES AND COURT COSTS AS A RESULT OF OBTAINING THE RPR OUTSIDE OF ESCROW OR IN THE EVENT THE LEGAL NUMBER OF UNITS SHOWN ON THE RPR DIFFERS FROM THE NUMBER OF UNITS PARTIES BELIEVE ARE BEING SOLD OR IN THE EVENT THE RPR DISCLOSES ANY IRREGULARITIES AND/OR CITATIONS AGAINST THE PROPERTY.

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| Buyer: _____ | Seller: <u>Edit Harkoonians</u> | DocuSigned by: _____ |
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34. Gas Shutoff Valve Ordinance (for property located in the City of Los Angeles) and Retrofit Requirements: The City of Los Angeles has enacted the modified version of Ordinance Number 171874, Section 94.1219.2.3 of the Los Angeles Municipal Code, which requires buildings situated in the City of Los Angeles to have the seismic gas shutoff valve installed prior to the close of escrow. A residential building includes any single family dwelling, duplex, apartment building, townhouse and/or condominium. The sale of an individual condominium unit in a building requires installation of seismic gas shutoff valves for all gas piping serving that building. If the building in which a condominium unit is located has multiple gas lines, the shutoff valve is required on the line serving the unit sold and any other units served by the same line or meter. It is strongly recommended that interested parties contact the Condominium's Home Owner's Association in order to determine the building and Home Owner's Association's position regarding compliance with the City of Los Angeles Seismic Gas Shutoff Valve Ordinance. The ordinance also requires installation of a seismic gas shutoff valve in connection with any alteration or addition valued at \$10,000 or more for which a building permit for work is first issued on or after January 10, 1998 by the City of Los Angeles. Seller/Lessor agrees to comply with the Los Angeles City ordinance that requires the installation of a Seismic Gas shutoff Valve on residential and commercial buildings prior to the close of escrow. Said ordinance requires a permit from the Department of Building and Safety at their toll free number (888) 524-2845. Other cities may have similar requirements. Brokers do not have expertise in this area. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance.

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35. **Carbon Monoxide Detector:** California law (Health and Safety Code sections 13260 to 13263 and 17296 to 17296.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed and that all other types of dwelling units intended for human occupancy have carbon monoxide detectors installed on or before January 1, 2013. The January 1, 2013 requirement applies to a duplex, lodging house, dormitory, hotel, condominium, time-share and apartment, among others. The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage. The law does not apply to dwelling units owned or leased by the State of California, the Regents of the University of California or local government agencies. Aside from these three owner types, there are no other owner exceptions from the installation requirement; it applies to all owners of dwellings, be they individual banks, corporations, or other entities. There is no exemption for REO properties. The Health and Safety Code does not require a disclosure regarding the existence of carbon monoxide detectors in a dwelling. However, a Seller/Lessor of residential 1-4 property who is required to complete a Real Estate Transfer Disclosure Statement or a Manufactured Home and Mobile-home Transfer Disclosure Statement must use section II A of that form to disclose whether or not the dwelling unit has a carbon monoxide detector. Some localities maintain their own retrofit or point of sale requirements which may include the requirement that a carbon monoxide detector be installed prior to a transfer of property. Therefore, it is important to check the local city or county building and safety departments regarding a point of sale or retrofit requirements when transferring property. Brokers do not have expertise in this area. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance.

36. **Waiver of Inspection:** In the event Buyer and/or Seller elects to purchase/sell the Property without the benefit of a Professional Physical Inspection of the Property, Buyer and/or Seller is acting against the advice and recommendations of Broker and acknowledges that physical and geological conditions may exist relating to the Property which are presently unknown or concealed but which could have been discovered or disclosed by such inspections. Accordingly, if Buyer and/or Seller elect to proceed without such inspection, Buyer and/or Seller hereby agrees to waive any claim against Broker and hold Broker harmless from any loss or damage suffered by Buyer and/or Seller as a result of physical or geological conditions or defects affecting the property, which are unknown to the Buyer and/or Seller at the time of purchase.

37. **Future Development, Land Use, Neighborhood Conditions:** Buyer/Lessee is aware that the property may be affected by future development of property in the neighborhood or surrounding areas and that the Property may be subject to building and development restrictions and conditions. Buyer/Lessee agrees to investigate such matters with appropriate government agencies. Buyer/Lessee also agrees to fully investigate neighborhood and other conditions affecting the Property including, without limitation, whether or not the Property may be designated as a historical landmark or may be located in a specified protected historical conservancy area (which could place limitations and restrictions on the potential remodeling or development of the Property), the proximity of hospitals and fire protection services, and any other conditions which may affect the use or enjoyment of the Property by Buyer/Lessee. Buyer/Lessee agrees that Seller/Lessor and Broker(s) make no representation as to the preservation of existing/future views, and the present/future views may be affected by future development/ construction /alteration of neighboring property, the growth of trees, shrubs and vegetation and other impairments. Buyer/Lessee is also advised that the traffic in the neighborhood may be heavier during commuter hours especially on streets considered "cut through" streets. It is recommended that Buyer/Lessee thoroughly investigate and familiarize him/herself with the traffic patterns in the area, as well as the noise generated by such traffic. Buyer/Lessee is advised to consult with appropriate government agencies and shall rely solely upon Buyer/Lessee's own investigation to determine neighborhood conditions, future development or planning and its potential impact on the property.

38. **Rules, Regulations, Requirements, Ordinances, Laws, Zoning, Permits, Construction, Improvements and/or Neighborhood Conditions:** There are 88 separate municipalities in Los Angeles County alone. For each municipality, the city council, city planning commission, neighborhood associations, and/or other government entities regulate nearly all aspects of real property ownership. On top of these municipal rules and ordinances are County, State, and Federal laws, rules, and regulations. For example, there may be rules governing the color you may paint your Property, the height of your Property, the materials you are permitted to use to build with, and whether you are even permitted to make changes to your Property, among other things. Real estate agents are not qualified to investigate, advise, or offer professional opinions on any rules, regulations, ordinances, requirements, laws, zoning, permits, construction, improvements, historic zones, and/or neighborhood conditions that may affect the Property and/or living at the Property. The Buyer/Lessee, and the Buyer/Lessee alone, is solely responsible for investigating any and all rules, regulations, requirements, ordinances, laws, zoning, permits, construction, improvements, historic zones, and/or neighborhood conditions that may affect the Property and/or living at the Property.

39. **Rent Control/Stabilization Ordinances:** Numerous cities including, but not limited to, the City of Los Angeles, Santa Monica, and West Hollywood have Rent Control/Stabilization Ordinances. Real Estate Brokers and their agents do not have the expertise to advise the parties with regard to the specific impact of these ordinances on the subject property. Landlord and Tenant are advised to contact the appropriate governmental entity charged with enforcing any such ordinance in the area in question to verify whether subject property is subject to such ordinance and, if so, what impact such an ordinance will have on the rights and duties of

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Landlord and Tenant. These ordinances potentially impact various issues including rents, ability to raise rents, eviction procedures, relocation fees, handling of security deposits and many other matters.

40. **Proposed High-Speed Rail Between Burbank and Palmdale:** Buyer is informed that the State of California is considering the route of a high speed rail line between Burbank and Palmdale. When such a rail line is constructed, there will be numerous items impacting surrounding neighborhoods including, but not limited to, noise factors of construction, train operations and possible eminent domain issues. Real Estate Brokers cannot give any opinion on when this high speed rail will be constructed nor where the high speed rail will ultimately be constructed. The State of California is currently contemplating numerous routes for said rail line. While it is likely that property values in the areas surrounding this project will be impacted, Real Estate Brokers are not in a position to determine what impact this project would have on any particular property. Buyer is advised to contact the California High-Speed Rail Authority directly with any questions concerning this proposed construction. California High-Speed Rail Authority headquarters in Sacramento can be reached at 916-324-1541 or by email at info@hsr.ca.gov. The local Southern California office can be reached at email address southern.california@hsr.ca.gov.

41. **Porter Ranch/Aliso Canyon Disclosure:** Buyer is advised of the existence of the Aliso Canyon Oil Field, located within close proximity to the Porter Ranch Area. Further, buyer is informed that The Termo Company, owner of the existing wells along with several other oil and gas companies, has proposed to drill an additional number of new oil wells at this site. At this time, this proposal is under consideration and no final determination has been made as to whether or when such additional oil wells will be drilled. Seller and real estate brokers and their agents do not have the expertise to advise buyer on any impact said oil wells may have on the subject property. Buyer is advised to investigate this matter during buyer's investigation contingency period. Buyer may visit the proposed project website at <http://www.northalisoproject.com> and should also check with the appropriate county and city departments to obtain information regarding any potential environmental impact of said drilling.


Buyer is advised that there is currently a gas leak coming from a Southern California Gas Company storage facility in Aliso Canyon located in close proximity to the Porter Ranch area. The leak, coming from an underground well, is releasing large quantities of methane gas. Residents of Porter Ranch have been complaining of health issues including nausea, headaches, and nosebleeds since the leak began on October 23, 2015. The Southern California Gas Company has indicated that it is working as quickly as possible to control this leak but at this time there is no definitive time frame for this process to be completed. Seller and real estate brokers and their agents do not possess the expertise to advise buyer on the impact of this leak on the subject property. Buyer is advised to do his own investigation of this matter during buyer's investigation period. Buyer may contact the Los Angeles County Department of Public Health at 888-700-9995 and the Southern California Gas Company at 800-427-2000 for further information.


42. **Los Angeles City Earthquake Retrofit Safety Regulations:** The Los Angeles City Council has enacted seismic regulations requiring an estimated 15,000 buildings be retrofitted so they will better withstand a potential earthquake. Two types of buildings are targeted by this legislation- concrete buildings and boxy wood-frame apartment complexes built on top of carports. Property owners will have seven years to retrofit wood apartments and 25 years to fix concrete buildings. The cost of retrofitting such buildings will be substantial and any potential buyer of such properties is advised to investigate this matter during buyer's investigation contingency period. Buyer is advised to check directly with the Los Angeles Department of Building and Safety for further information on this subject.

Buyer/Lessee and Seller/Lessor acknowledge receipt of this Addendum.

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Seller /Lessor  DocuSigned by: _____ Date 01/08/2024
6F9BB000C883487...

Buyer/Lessee and Seller/Lessor acknowledges receipt of this page, which constitutes Page 7 of 7 of this addendum

Buyer/Lessee Initials (____) (____) Seller/Lessor Initials (AS) (EH)



DROUGHT ADVISORY

PROPERTY ADDRESS: 10755 Owens Pl, Tujunga, Ca 91042

The Governor of California recently issued an Executive Order that California is in a State of Emergency due to severe drought conditions and mandatory water restrictions are being imposed. In addition, water usage for various purposes has been restricted by many local municipalities and water authorities. Current and future restrictions may impact the Property in a number of ways, including limiting water usage and/or increasing water costs. These limitations may affect the quality of life at the Property and the ability to use water in the home or for landscaping, agricultural or livestock purposes.

It is strongly recommended that Buyer thoroughly investigate this issue, including but not limited to: contacting the local water authority; contacting the local government including City and County authorities; and searching various public websites as to whether there are any existing or planned water limitations.

Buyer acknowledges that brokers do not have expertise in water usage rights or limitations, and that brokers do not have an obligation to, and will not, research any water restrictions relating specifically to the Property including but not limited to inspecting public records concerning water usage at the Property.

BUYER AGREES TO SEEK LEGAL, TAX, INSURANCE, WATER AND OTHER DESIRED ASSISTANCE FROM APPROPRIATE OFFICIALS.

Buyer: _____ **Date:** _____

Buyer: _____ **Date:** _____



**NOTICE TO BUYERS AND SELLERS REGARDING
FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)**

Under the Foreign Investment in Real Property Tax Act (FIRPTA), unless a Seller or the particular transaction is exempt, Buyers are legally obligated to withhold ten percent (10%) of the gross sales price otherwise payable to the Seller and instruct escrow to pay that 10% amount to the IRS. *While certain other exemptions may also apply, this Notice only discusses the most commonly used exemption from FIRPTA: Seller signs an affidavit that seller is not a foreign person.*

Sellers are exempt if **all Sellers** give the escrow holder completed FIRPTA Seller Affidavits (*California Association of REALTORS® (CAR) form AS, or title company equivalent*), signed by all Sellers under penalty of perjury, which state that the Sellers are not nonresident aliens. FIRPTA requires that these Seller Affidavits include the taxpayer identification numbers of the Sellers (“TIN”). For individuals this is Seller’s Social Security Number (“SSN”). This requirement is satisfied if the Sellers’ Affidavits, which include the individual Seller’s SSN, are delivered to the escrow holder, and the escrow holder in turn provides the Buyer with its **statement** that they have the legally required Sellers’ Affidavits (**the “Qualified Substitute Statement” or “QSS”**).

ATTENTION SELLERS: If you, as the Sellers, are relying on the exemption that you are not nonresident aliens, **you must provide the escrow holder with completed Sellers’ Affidavit which includes your SSN’s.**

ATTENTION BUYERS: **If, after a request to do so, the escrow holder does not, or is unable, to deliver to you the required QSS, you should either:** **A.** Instruct the escrow company to withhold 10% of the gross sales price of the property and pay that amount to the IRS for the tax account of the Seller; **or B.** Instruct the escrow company to delay the closing of escrow for the transaction until you are provided with the required Escrow Holder’s Statement.


(NOTE: CAR’s purchase agreement Escrow Instructions obligate escrow holders to deliver to Buyers their QSS if they receive the Sellers’ Affidavit. See Paragraph 20.B.)

In the event the Sellers and/or the escrow holder still refuse to comply with A or B, above, your real estate broker in this transaction recommends that Buyer seek legal advice concerning his/her legal rights before proceeding. **If you decide to consummate your purchase without obtaining the required QSS, or without withholding 10% of the gross sales price, then you have acted against the advice of your broker/agent, and may be liable to the IRS for any unpaid tax of a foreign seller up to 10% of the sale price, plus interest and penalties if applicable.**


NOTE: This Notice is not intended to give tax or legal advice to Sellers or Buyers of real property. Sellers and Buyers are strongly advised to discuss any legal or tax issues related to this transaction with their respective legal and tax advisors; including the contents of this Notice, as to whether this transaction qualifies for an exemption, or whether Seller qualifies for an exemption, from the requirements of FIRPTA.

Date: 01/08/2024, 201

Date: _____, 201

Seller:  _____
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Buyer: _____

Seller:  _____
6F9BB000C883487...

Buyer: _____



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.**

DocuSigned by: Arno Stephanian Date 12/8/2023
 Buyer Seller Landlord Tenant

DocuSigned by: Edit Hartoonians Date 12/8/2023
 Buyer Seller Landlord Tenant

Agent Keller Williams R.E. Services DRE Lic. # 01434190
 Real Estate Broker (Firm)

By Justin Jenewein DRE Lic. # 02024855 Date 12/7/2023
 (Salesperson or Broker-Associate, if any)



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

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by 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 of 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 ASSOCIATION OF REALTORS®

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE


(C.A.R. Form CCPA, Revised 12/22)

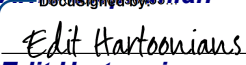
The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined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

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

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

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

DocuSigned by:  Date 12/8/2023
 Buyer/Seller/Landlord/Tenant Arno Stephanian

DocuSigned by:  Date 12/8/2023
 Buyer/Seller/Landlord/Tenant Edit Hartoonians

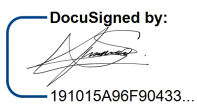
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CCPA REVISED 12/22 (PAGE 1 OF 1)

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

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01/08/2024

DocuSigned by:
Edit Hartoonians
6F9BB000C883487...

01/08/2024

**First American Title™****Property Detail Report** | 10755 Owens Pl, Tujunga, Ca 91042 - Los Angeles County

1/4/2024

Property Information

| | |
|--|---|
| Owner(s): Hartoonians , Edit / Stephanian , Arno | Mailing Address: 10755 Owens Pl, Tujunga, Ca 91042 |
| Owner Phone: Unknown | Property Address: 10755 Owens Pl, Tujunga, Ca 91042 - Los Angeles County |
| Vesting Type: Community Property (Marital Community) With Rights Of Survivorship / Husband And Wife | Alt. APN: |
| County: Los Angeles | APN: 2553-007-029 |
| Map Coord: 11-A2 | Census Tract: 101122 |
| Lot#: 29 | Block: |
| Subdivision: 25430 | Tract: 25430 |
| Legal: Tract No 25430 Lot/Sec 29 | |

Property Characteristics

| | | |
|-------------------------|---|-------------------------------|
| Use: Sfr | Year Built / Eff: 1972 / 1972 | SqFt: 1704 |
| Zoning: LARS | Lot Size Ac / Sq Ft: 0.1859 / 8099 | # of Units: 1 |
| Bedrooms: 4 | Bathrooms: 3 | Fireplace: |
| # Rooms: 7 | Quality: Good | Heating: Central |
| Pool: | Air: | Style: Conventional |
| Stories: 1 | Improvements: | Parking #: On Site / 1 |
| Gross Area: 1704 | Garage Area: | Basement Area #: |

Sale and Loan Information

| | | |
|---|----------------------------------|-------------------------|
| Sale / Rec Date: 05/06/2009 / 07/06/2009 | *\$/Sq. Ft.: \$249.41 | 2ndMtg: |
| Sale Price: \$425,000 | 1st Loan: \$100,000 | Prior Sale Amt: |
| Doc No: 1005342 | Loan Type: Conventional | Prior Sale Date: |
| Doc Type: Deed | Transfer Date: 07/06/2009 | Prior Doc No: |
| Seller: Dress, Charles L & Linda A | Lender: Nelly Nazloomian | Prior Doc Type: |

*\$/Sq. Ft. is a calculation of Sale Price divided by Sq. Feet.

Tax Information

| | | |
|--------------------------------------|----------------------------------|------------------------------|
| ImpValue: \$285,482 | Exemption Type: Homestead | Land Value: \$322,700 |
| Tax Year/ Area: 2023 / 00-013 | Total Value: \$608,182 | Tax Value: |
| Total Tax Amt: \$7,594.20 | Improved: 47% | |

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. This report is for the exclusive use of the IgniteRE user who obtained it from the First American IgniteRE website: ignite.firstam.com. No one else can use or rely on this report. This report is subject to the terms and conditions of the FirstAm IgniteRE End User License Agreement agreed to by the IgniteRE user who obtained the report, available here: properties.ignite.firstam.com/showeula. ©2005-2024 First American Financial Corporation and/or its affiliates. All rights reserved.



A FIDELITY NATIONAL FINANCIAL, INC. COMPANY

P.O. Box 51113
Los Angeles, CA 90051-5412

DEMAND

Order Number: 240104-00024
Escrow Number:
Demand Date: 1/4/2024

Bill To:

Amount Due: \$99.00

ROSEMARY SANDS
FIRST TRUST ESCROW
111 N FIRST ST STE 300E
BURBANK, CA 91502-1860

Please include the Order Number on
check to receive proper credit.

THE LIABILITY PROVISIONS OF THE REPORT DO NOT APPLY UNTIL FULL PAYMENT IS RECEIVED

Ordering Party/Agent

Escrow

Order Details

ANI TAKAYAN
FIRST TRUST ESCROW INC
111 N FIRST ST, 300E
BURBANK, CA 91502
(818) 242-5499

ROSEMARY SANDS
FIRST TRUST ESCROW
111 N FIRST ST STE 300E
BURBANK, CA 91502-1860
(818) 242-5499

Property Address:
STEPHANIAN ARNO; HARTOONIANS
EDIT
10755 OWENS PL
TUJUNGA, CA 91042-1427

| Quantity | Description | Amount | Total |
|----------|---------------------|---------|---------|
| 1 | Residential Premium | \$99.00 | \$99.00 |

Subtotal: \$99.00
Paid: \$0.00
Amount Due **\$99.00**

Important Ordering Agent Payment Instructions:

When escrow opens for this transaction please do the following:

1. Fill out the escrow information above.
2. Fax a copy of this demand to Disclosure Source at (800) 287-8673.
3. Have this demand placed into the escrow file for payment.
4. **Should the escrow we were instructed to bill not close, please forward this demand to the next escrow, and inform Disclosure Source of the new pertinent data.** Disclosure Source will provide the new escrow with an updated demand and a copy of the report.

In the event demands are unpaid after closing, the Ordering Agent will be responsible for payment.

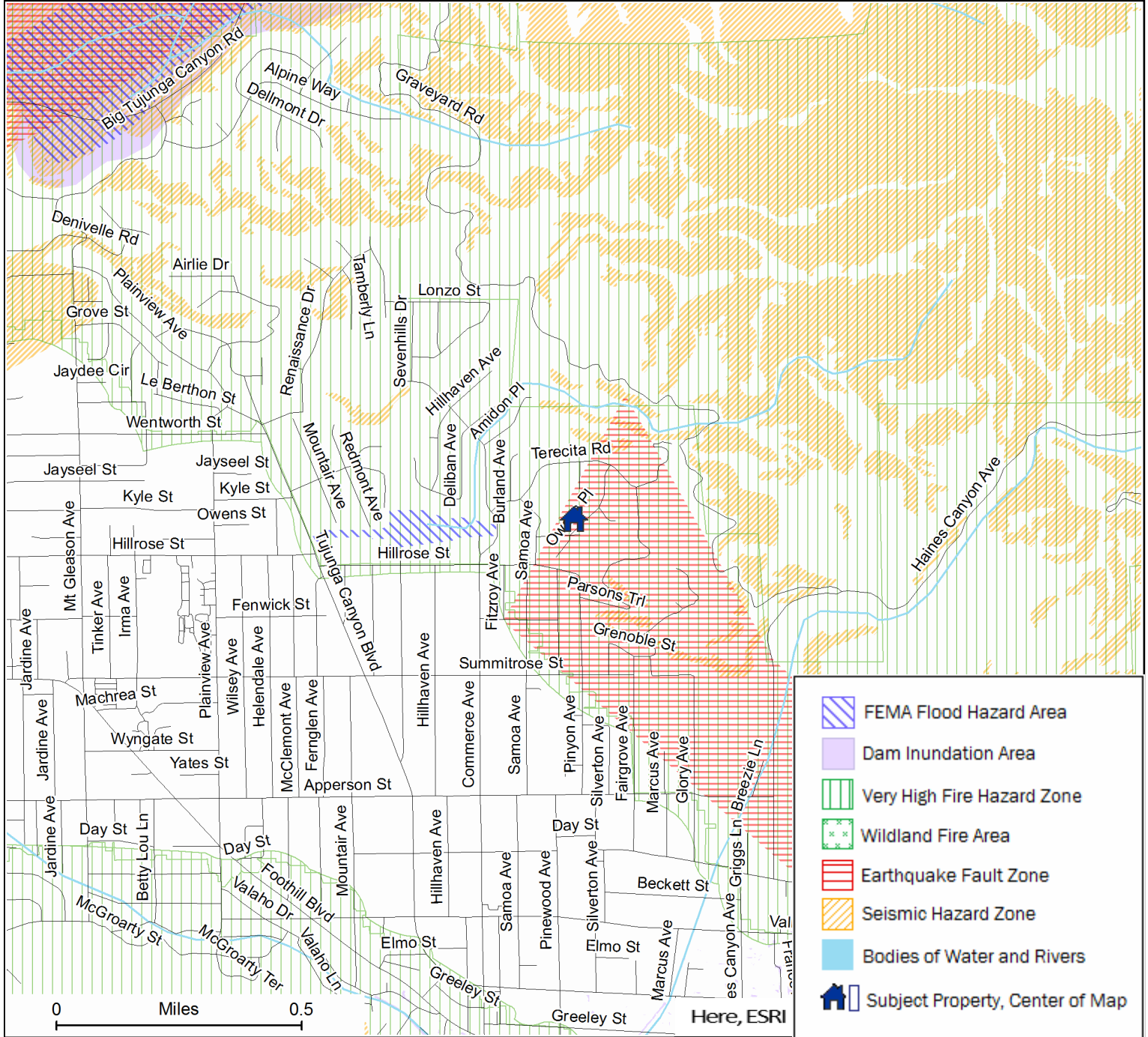
Escrow Instructions:

If the escrow documents are being transferred to a new escrow, please notify Disclosure Source Customer Service at (800) 880-9123 to update changes and transfer this demand along with the Disclosure Source Report to the new escrow. If the escrow fails to close, please notify the Disclosure Source Accounting Dept. at (800) 880-9123.

Property Address: 10755 OWENS PL
 TUJUNGA, CA 91042-1427
Parcel Number: 2553-007-029

Date: 1/4/2024
Order Number: 240104-00024

Statutory Natural Hazard Disclosures



- IS IS NOT Located in a FEMA Special Flood Hazard Area.
- IS IS NOT Located in a Dam Inundation Area.
- * IS IS NOT Located in a Very High Fire Hazard Severity Zone.
- IS IS NOT Located in a Wildland Fire Area.
- * IS IS NOT Located in an Alquist-Priolo Earthquake Fault Zone.
- IS IS NOT Located in a Seismic Hazard Zone.

This map is for your aid in locating natural hazard areas in relation to the subject Property described above. Please verify street address and/or assessor's parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (express or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. **This map is not intended for use as a substitute disclosure**

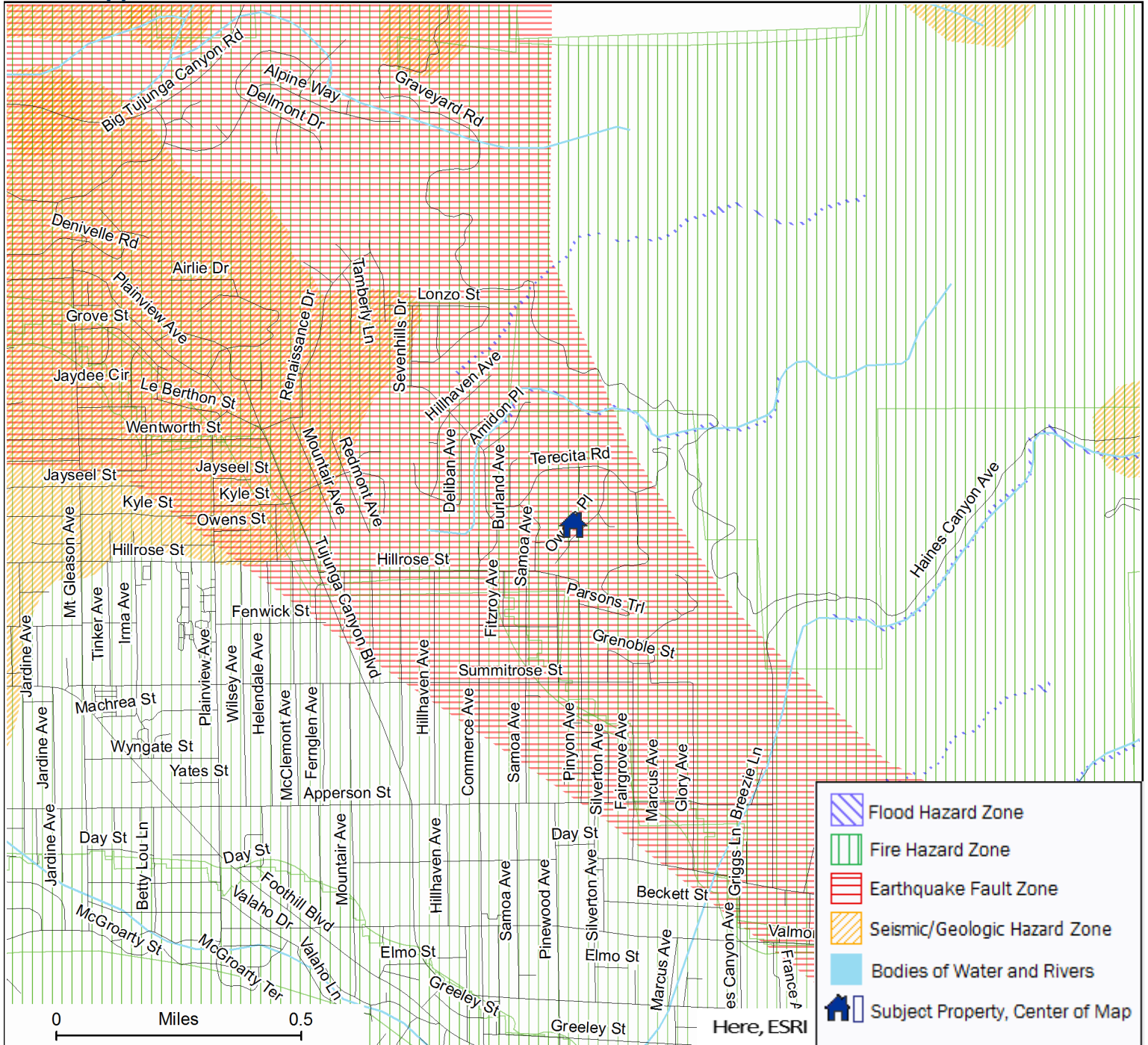
Fire Hazard Severity Zone: Very High High

*** Please read the report for further information as AB38 disclosure advisory may apply.**

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Parcel Number: 2553-007-029

Date: 1/4/2024
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Local/Supplemental Natural Hazard Disclosures



- IS IS NOT in a Supplemental Flood Hazard Zone.
- * IS IS NOT in a Supplemental Fire Hazard Zone.
- * IS IS NOT in a Supplemental Earthquake Fault Zone.
- IS IS NOT in a Supplemental Seismic/Geologic Hazard Zone.

This map is for your aid in locating natural hazard areas in relation to the subject Property described above. Please verify street address and/or assessor's parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (express or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. **This map is not intended for use as a substitute disclosure under California law.**

* Please read the report for further information



California Residential Disclosure Report

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NATURAL HAZARD DISCLOSURE STATEMENT

This statement applies to the following property: **10755 OWENS PL, TUJUNGA, CA, 91042-1427 APN: 2553-007-029**

The seller and the seller's agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property. The following are representations made by the seller and seller's agent(s) based on their knowledge and maps drawn by the state and federal governments. This information is a disclosure and is not intended to be part of any contract between the seller and buyer.

THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency.
Yes _____ No Do not know and information not available from local jurisdiction _____

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.
Yes _____ No Do not know and information not available from local jurisdiction _____

A HIGH or VERY HIGH FIRE HAZARD SEVERITY ZONE (FHSZ) as identified by the Director of Forestry and Fire Protection pursuant to Section 51178 of the Government Code or Article 9 (commencing with Section 4201) of Chapter 1 of Part 2 of Division 4 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code.
Yes No _____

| | | |
|---|---|--|
| High FHSZ in a state responsibility area | Yes _____ | No <input checked="" type="checkbox"/> |
| Very High FHSZ in a state responsibility area | Yes _____ | No <input checked="" type="checkbox"/> |
| Very High FHSZ in a local responsibility area | Yes <input checked="" type="checkbox"/> | No _____ |
| High FHSZ in local responsibility area | Yes _____ | No <input checked="" type="checkbox"/> |
| Moderate FHSZ in state responsibility area | Yes _____ | No <input checked="" type="checkbox"/> |
| Moderate FHSZ in local responsibility area | Yes _____ | No <input checked="" type="checkbox"/> |

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.
Yes _____ No

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.
Yes No _____

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. SELLER(S) AND BUYER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

| | | | | | |
|------------------------|--|--------------------|--------------------------|------|-------------------|
| Signature of Seller(s) | | DocuSigned by: | _____ | Date | <u>01/08/2024</u> |
| Signature of Seller(s) | | DocuSigned by: | <u>Edit Hartoornians</u> | Date | <u>01/08/2024</u> |
| Seller's Agent(s) | | 6F9BB000C883487... | _____ | Date | <u>01/10/2024</u> |
| Seller's Agent(s) | | 6F9BB000C883487... | _____ | Date | _____ |

Check only one of the following:

- Seller(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the seller (s) and agent(s).
- Seller(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Section 1103.7 of the Civil Code, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Section 1103.4 of the Civil Code. Neither seller(s) nor their agent(s) (1) has independently verified the information contained in this statement and report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:

Third-Party Disclosure Provider(s) Date 1/4/2024

Buyer represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations made in this Natural Hazard Disclosure Statement do not constitute all of the seller's or agent's disclosure obligations in this transaction.

By signing below, the buyer(s), also acknowledge they have read and understand the additional disclosures, notices, advisories, and disclaimers provided in this report including, but not limited to, local/supplemental natural hazards, commercial/industrial zoning, airport influence area and airport proximity, Williamson Act, right to farm, mining operations, transfer fee notice, notice of your supplemental property tax bill, gas and hazardous liquid transmission pipelines, toxic mold, methamphetamine or fentanyl contaminated property, Megan's law, flood insurance, military ordnance location, energy efficiency standards, water conserving plumbing fixtures, solar energy systems notice, mudslide / debris flow advisory, habitat sensitivity area/endangered species, oil, gas wells and methane, naturally occurring asbestos, radon, additional local disclosures, tax information (Mello-Roos and 1915 special tax and assessments notice, tax summary), if included in the report, environmental information, if included in the report, and links to download Governmental Guides referred to in the Report (additional signatures may be required):

1. "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants";
2. "Protect Your Family From Lead In Your Home";
3. "Homeowners Guide to Earthquake Safety" and "Residential Earthquake Hazards Report" form;
4. "What is your Home Energy Rating?".

| | | | |
|-----------------------|-------|------|-------|
| Signature of Buyer(s) | _____ | Date | _____ |
| Signature of Buyer(s) | _____ | Date | _____ |

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THE RECIPIENT(S) SHOULD CAREFULLY READ THE EXPLANATION OF SERVICES, CONDITIONS, LIMITATIONS & DISCLAIMERS CONTAINED IN THIS REPORT.

PAYMENT POLICY: FULL PAYMENT FOR THIS REPORT IS DUE UPON CLOSE OF ESCROW. THE LIABILITY PROVISIONS OF THE REPORT DO NOT APPLY UNTIL FULL PAYMENT IS RECEIVED.

CANCELATION POLICY: OUR REPORT CAN ONLY BE CANCELLED IF ESCROW IS CANCELLED, OR THE SELLER TAKES THE PROPERTY OFF THE MARKET. SIGNED ESCROW CANCELLATION INSTRUCTIONS ARE REQUIRED.

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| Natural Hazard Disclosure Statement | NHDS |
| AB38 NOTICE | 1 |

| In | Out | Not Mapped | Statutory Natural Hazard Disclosures | |
|-------------------------------------|-------------------------------------|--------------------------|---|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Special Flood Hazard Area designated by the Federal Emergency Management Agency | 2 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Dam Inundation / Area of Potential Flooding | 2 |
| | | | Wildfire Mitigation: Home Hardening And Defensible Space Notice (AB 38) | 3 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Very High Fire Hazard Severity Zone | 3 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Wildland Area That May Contain Substantial Forest Fire Risks And Hazards | 4 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Earthquake Fault Zone | 4 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Seismic Hazard - Landslide Zone | 5 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Seismic Hazard - Liquefaction Zone | 5 |

| In | Out | Not Mapped | Local/Supplemental Natural Hazard Disclosures | |
|-------------------------------------|-------------------------------------|--------------------------|---|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Supplemental Flood Hazard Zone | 6 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Supplemental Fire Hazard Zone | 6 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Supplemental Earthquake Fault Hazard Zone | 7 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Supplemental Seismic/Geologic Hazard Zone | 7 |

| In | Out | Additional Disclosures | |
|-------------------------------------|-------------------------------------|--|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Commercial/Industrial Zoning | 8 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Airport Influence Area | 8 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Airport Proximity | 8 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Right to Farm | 9 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Mining Operations | 9 |

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| Yes | No | Tax Information | |
|--------------------------|-------------------------------------|--|--------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Mello-Roos Communities Facilities District Special Tax Liens – currently levied against the property | 10 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Improvement Bond Act of 1915 Lien Assessments – currently levied against the property | 11 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Property Assessed Clean Energy (PACE) Programs | 11 |
| | | Tax Summary – annual taxes, liens and assessments currently included on the tax bill | 12 |
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| Yes | No | Environmental Information | |
|--------------------------|-------------------------------------|---|--------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Identified sites with known or potential environmental concerns | 16 |
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AB38 NOTICE

If this property is located in either a High or Very High Fire Severity Zone according to this report, it is subject to AB38 Disclosure Requirements. Precise disclosure of fire zones can be found on the Summary Page, and on either of the maps included in this report. AB38 applies to Residential 1-4 unit properties (including condos and manufactured homes). Additionally, the property may be subject to a Defensible Space Inspection. Senate Bill 63, among other things, would instead provide that fuel modification beyond the property line may only be required by State law, local ordinance, rule, or regulation to maintain the 100 feet of defensible space.

To Request a Defensible Space Inspection, click the following link:

<https://survey123.arcgis.com/share/e659f03a6e8447af8663e42cf48f60fd>



For more Information on Defensible Space, please click this link:

<https://www.readyforwildfire.org/>



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STATUTORY NATURAL HAZARD DISCLOSURES

Disclosure Source reviews specific public records to determine whether the property is located in any of six statutorily defined natural hazard areas described below.

SPECIAL FLOOD HAZARD AREA

Pursuant to federal law, the Federal Emergency Management Agency (FEMA) is required to identify and designate areas that are subject to flooding as part of the National Flood Insurance Program. A "Special Flood Hazard Area" (any type Zone "A" or "V") as determined by FEMA is an area where all or a portion of the property has a 1% chance each year of being inundated by flood waters. If a property is located in a Special Flood Hazard Area, the cost and availability of flood insurance may be affected. Properties not located in a Special Flood Hazard Area are not relieved from the possibility of sustaining flood damage. A few areas are not covered by official Flood Insurance Rate Maps. If information is not available, Disclosure Source recommends that the buyer contact the local jurisdiction's planning and building department to determine the potential for flooding at the subject Property.

Source(s) of data: Title 42 United States Code Section 4101

Based on a review of the Flood Insurance Rate Map(s) issued by FEMA, the subject Property:

IS IS NOT located in a Special Flood Hazard Area Do not know and information not available

DAM INUNDATION / AREA OF POTENTIAL FLOODING

The State of California Office of Emergency Services is required to review, approve and maintain copies of the maps that have been prepared and submitted to them by local governmental organizations, utilities or other owners of any dam in the state. The maps delineate areas of potential inundation and flooding that could result from a sudden, partial or total dam failure. Dams in many parts of the world have failed during significant earthquakes, causing flooding of those areas in the pathway of the released water. The actual risk of dam failure is not defined by the map(s). Legislation also requires, appropriate public safety agencies of any city, county, or territory of which is located in such an area, to adopt/implement adequate emergency procedures for the evacuation and control of populated areas near/below such dams.

Source(s) of data: Government Code Section 8589.5.

Based on a review of the official map(s) available through the State of California, Office of Emergency Services, the subject Property:

IS IS NOT located in a Dam Inundation Zone Do not know and information not available



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WILDFIRE MITIGATION: HOME HARDENING AND DEFENSIBLE SPACE NOTICE (AB 38)

Pursuant to California Civil Code Section 1102.6f, the seller of residential real property that is located in a high or very high fire hazard severity zone, as identified by the Director of Forestry and Fire Protection pursuant to Section 51178 of the Government Code or Article 9 (commencing with Section 4201) of Chapter 1 of Part 2 of Division 4 of the Public Resources Code, shall provide the following information to the buyer, if the home was constructed before January 1, 2010:

"This home is located in a high or very high fire hazard severity zone and this home was built before the implementation of the Wildfire Urban Interface building codes which help to fire harden a home. To better protect your home from wildfire, you might need to consider improvements. Information on fire hardening, including current building standards and information on minimum annual vegetation management standards to protect homes from wildfires, can be obtained on the internet website <http://www.readyforwildfire.org>."

Seller should also disclose which of the listed features, if any, exist on the property that may make the home vulnerable to wildfire and flying embers: a) eave, soffit, and roof ventilation where the vents have openings in excess of one-eighth of an inch or are not flame and ember resistant, b) roof coverings made of untreated wood shingles or shakes, c) combustible landscaping or other materials within five feet of the home and under the footprint of any attached deck, d) single pane or nontempered glass windows, e) loose or missing bird stopping or roof flashing, f) rain gutters without metal or noncombustible gutter covers.

If, pursuant to Section 51182 of the Government Code, the seller has obtained a final inspection report described in that section, the seller shall provide to the buyer a copy of that report or information on where a copy of the report may be obtained.

California Civil Code Section 1102.19 requires the seller, on and after July 1, 2021, to provide to the buyer documentation stating that the property complies with Section 4291 of the Public Resources Code or local vegetation management ordinances. If the local jurisdiction has not enacted an ordinance for an owner of real property to obtain documentation that a property is in compliance with Section 4291 of the Public Resources Code or a local vegetation management ordinance, and if a state or local agency, or other government entity, or other qualified nonprofit entity, provides an inspection with documentation for the jurisdiction in which the property is located, the seller shall provide the buyer with the documentation obtained in the six-month period preceding the date the seller enters into a transaction to sell that real property and provide information on the local agency from which a copy of that documentation may be obtained.

If the seller has not obtained documentation of compliance, the seller and the buyer shall enter into a written agreement pursuant to which the buyer agrees to obtain documentation of compliance with Section 4291 of the Public Resources Code or local vegetation management ordinance within one year of the close of escrow date.

VERY HIGH FIRE HAZARD SEVERITY ZONE

The California Legislature has declared that space and structure defensibility is essential to diligent fire prevention. Further, the Director of Forestry and Fire Protection has identified Very High Fire Hazard Severity Zones in Local Responsibility Areas based on consistent statewide criteria, and based on the severity of fire hazard that is expected to prevail in those areas. Determining information includes, but is not limited to: Fuel loading, terrain (slope), fire weather conditions and other relevant factors.

Source(s) of data: California Government Code Section 51178 and 51179

Based on a review of the official map(s) issued by the California Department of Forestry and Fire Protection, the subject Property:

IS IS NOT **located in a VERY HIGH FIRE HAZARD SEVERITY ZONE**

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WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS / STATE RESPONSIBILITY AREA

The California Department of Forestry and Fire Protection designates State Responsibility Areas (SRA) and bears the primary financial responsibility for the prevention and/or suppression of fires in these areas. A seller of real property located within a SRA must disclose the fact that there may be a forest fire risk and hazard on the property, and the fact that the property owner may be subject to the imposition of fire mitigation measures as set forth in Public Resources Code Section 4291.

Source(s) of data: California Public Resources Code Section 4125

Based on a review of the official map(s) issued by the California Department of Forestry and Fire Protection, the subject Property:

IS IS NOT located in a State Responsibility Area

ALQUIST-PRIOLO EARTHQUAKE FAULT ZONE

Earthquake Fault Zone maps are delineated and compiled by the California State Geologist pursuant to the Alquist-Priolo Earthquake Fault Zoning Act. During an earthquake, structures located directly over fault zones (surface fault traces) could sustain damage as a result of a seismic event resulting from ground fault rupture (surface cracking). For the purposes of this report, an Earthquake Fault Zone is generally defined as an area approximately 1/4 mile in total width (1,320 feet) located along a known active earthquake fault. An "active" fault as defined by the State of California, Department of Conservation, Division of Mines and Geology is an earthquake fault that has produced ground surface displacement (ground surface rupture) within the last eleven thousand years.

Source(s) of data: California Public Resources Code Section 2622

Based on a review of the official map(s) issued by the California Department of Conservation, Division of Mines and Geology, the subject Property:

IS IS NOT located in an Alquist-Priolo Fault Zone



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SEISMIC HAZARD ZONE

The intent of the Seismic Hazards Mapping Act of 1990 is to provide for a statewide seismic hazard mapping and technical advisory program to assist cities and counties in fulfilling their responsibilities for protecting the public health and safety from the effects of strong ground shaking, liquefaction (failure of water-saturated soil), landslides and other seismic hazards caused by earthquakes. Under this act, The California Department of Conservation is mandated to identify and map the state's most prominent earthquake hazards. Information produced by these maps is utilized (in part) by cities and counties to regulate future development. Development/Construction permits may be withheld until adequate geologic or soils investigations are conducted for specific sites, and mitigation measures are incorporated into development plans.

Seismic Hazard Zone maps delineate areas subject to earthquake hazards. New development in a Seismic Hazard Zone is only permitted if it can be shown that mitigation makes the site acceptably safe. Maps are only available for limited areas now, but will eventually cover all of California.

Earthquake-Induced Landslide Hazard Zones are areas where there has been a recent landslide, or where the local slope, geological, geotechnical, and ground moisture conditions indicate a potential for landslides as a result of earthquake shaking. Landslides zones are described as areas in which masses of rock, soil or debris have been displaced down slope by flowing, sliding or falling. The severity of a landslide depends on the underlying geology, slope and soil in the area.

Liquefaction Hazard Zones are areas where there is a potential for, or an historic occurrence of liquefaction. Liquefaction is a liquid-like condition of soil which sometimes occurs during strong earthquake shaking where the groundwater is shallow and soils are loose and granular (sands for example). These factors can combine to produce liquefaction in localized areas. When liquefaction occurs the soil temporarily becomes liquid-like and structures may settle unevenly. This condition can cause lateral spreading of level ground, and ground failure and sliding on slopes. Liquefaction can cause structural damage under certain geologic conditions. The type of sedimentary deposit, penetration resistance, and depth to ground water are the key factors that govern an area's susceptibility to liquefaction.

Source(s) of data: California Public Resources Code Section 2696

Based on a review of the official map(s) issued by the California Department of Conservation, Division of Mines and Geology, the subject Property:

IS IS NOT located in a Landslide Hazard Zone Map not released by state

IS IS NOT located in a Liquefaction Hazard Zone Map not released by state

GOVERNMENTAL GUIDES: "HOMEOWNER'S [COMMERCIAL PROPERTY OWNER'S] GUIDE TO EARTHQUAKE SAFETY" PUBLISHED BY THE CALIFORNIA SEISMIC SAFETY COMMISSION CONTAINING IMPORTANT INFORMATION REGARDING EARTHQUAKE AND GEOLOGIC HAZARDS. THEY ARE AVAILABLE FOR DOWNLOAD AT [HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS/QUAKE.ASPX](https://www.disclosuresource.com/downloads/quake.aspx)

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LOCAL/SUPPLEMENTAL NATURAL HAZARD DISCLOSURES

Disclosure Source has obtained maps that are both official and publicly available from city, county, and state sources which supplement the statutory natural hazard information. The company has only reviewed maps that are available in a usable format and at an appropriate scale to delineate where hazards may exist on a single parcel basis. Disclosure Source recommends that the buyer contact the local building and planning departments to help ascertain what, if any, special requirements there might be for construction or renovation, and building code requirements for this property. The foregoing statement should be considered a part of the Disclaimers of this Disclosure Report and those Disclaimers apply to this Statement. Please refer to them for further information.

SUPPLEMENTAL FLOOD HAZARD ZONE

Supplemental flood zones include information in addition to, or different from, the areas mapped on Flood Insurance Rate Maps by the Federal Emergency Management Agency or Dam Inundation zones as reported by the California State Office of Emergency Services. These can include tsunamis, seiches (inland lake tsunamis), runoff hazards, historical flood data and additional dike failure hazards.

If a portion or all of the property is located within one of these hazard areas, the lending institution may require flood insurance. Disclosure Source recommends that the buyer: 1) contact the lending institution to ascertain any additional requirements for flood insurance, 2) contact the insurance company to ascertain the availability and cost of the flood insurance.

Based on the maps obtained, the subject Property:

IS IS NOT located in a supplemental Flood Hazard Zone Do not know OR information is not available

ADDITIONAL INFORMATION:

NONE

SUPPLEMENTAL FIRE HAZARD ZONE

Local agencies may, at their discretion, include or exclude certain areas from the requirements of California Government Code Section 51182 (imposition of fire prevention measures on property owners), following a finding supported by substantial evidence in the record that the requirements of Section 51182 either are, or are not adequate or necessary for effective fire protection within the area. Any additions to these maps that the company has been able to identify and substantiate are included in this search.

There may be maps of other substantial fire hazards such as brush fires that are not subject to Section 51182. Disclosure Source has included these maps in this search.

Fire hazard zones listed here, if any, are areas which contain the condition and type of topography, weather, vegetation and structure density to increase the susceptibility to fires. In these areas, the City or County may impose strategies to enforce fire mitigation measures, including fire or fuel breaks, brush clearance, and fuel load management measures. For example, emphasis on roof type and fire-resistive materials may be necessary for new construction or roof replacement. In addition, other fire defense improvements may be demanded, including special weed abatement, brush management, and minimum clearance around structures. In most cases, if a property is in a Fire Hazard Area, insurance rates may be affected.

Based on the maps obtained, the subject Property:

IS IS NOT located in a supplemental Fire Hazard Zone Do not know OR information is not available

ADDITIONAL INFORMATION:

In an area of Very High Potential for Fire Hazard.

In a Fire Hazard Zone.



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SUPPLEMENTAL EARTHQUAKE FAULT HAZARD ZONE

Many local jurisdictions have different or higher standards than the State for the identification of earthquake faults. Those jurisdictions have created their own maps which indicate active or potentially active faults according to those standards.

Many cities and counties require geologic studies before any significant construction if a property is in or near an earthquake fault zone known to them and certain types of construction may be restricted in these areas. Disclosure Source has included official and publicly available maps indicating earthquake faults known by those jurisdictions. In some cases the company has used the description of an Earthquake Fault Zone established by the Alquist -Priolo Earthquake Fault Zone Act of approximately 1,320 feet wide to define a supplemental Fault Hazard Zone.

Based on the maps obtained, the subject Property:

IS IS NOT Do not know OR information is not available located in a supplemental Fault Hazard Zone

ADDITIONAL INFORMATION:

The subject property is located in a Fault Zone. Fault Zones are areas where the ground has a higher propensity to fracture during a significant earthquake along a fault. An engineering geologic study may be required prior to any new or additional construction, and certain types of construction may be restricted in these areas.

SUPPLEMENTAL SEISMIC/GEOLOGIC HAZARD ZONE

The California Division of Mines and Geology (DMG) has not completed the project assigned by Section 2696 of the California Public Resources Code to identify areas of potential seismic hazard within the State of California. The DMG and the US Geologic Survey (USGS) have performed many valuable studies that supplement the Section 2696 maps and fill in many missing areas. These maps are included in this search. Also included in this search are maps that indicate many hazards that may or may not be seismically related, including, but not limited to, liquefaction, landslides, debris flows, mudslides, coastal cliff instability, volcanic hazards and avalanches. A number of various geologic factors may influence the types of geologic hazards present: rainfall amounts, removal of vegetation, erosion, seismic activity, or even human activity. The severity of a geologic hazard depends on the underlying geology, slope, proximity to earthquake faults, and soil type in the area. Many cities and counties require geologic studies before any significant construction if a property is in or near a geologic hazard known to them and certain types of construction may be prohibited.

Based on the maps obtained, the subject Property:

IS IS NOT Do not know OR information is not available located in a supplemental Geologic Hazard Zone

ADDITIONAL INFORMATION:

NONE

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ADDITIONAL DISCLOSURES

COMMERCIAL / INDUSTRIAL ZONING

Pursuant to California Civil Code Section §1102.17, the seller of residential real property subject to this article who has actual knowledge that the property is adjacent to, or zoned to allow, an industrial use described in Section 731a of the Code of Civil Procedure, or affected by a nuisance created by such a use, shall give written notice of that knowledge as soon as practicable before transfer of title.

"Whenever any city, city and county, or county shall have established zones or districts under authority of law wherein certain manufacturing or commercial or airport uses are expressly permitted, except in an action to abate a public nuisance brought in the name of the people of the State of California, no person or persons, firm or corporation shall be enjoined or restrained by the injunctive process from the reasonable and necessary operation in any such industrial or commercial zone or airport of any use expressly permitted therein, nor shall such use be deemed a nuisance without evidence of the employment of unnecessary and injurious methods of operation. Nothing in this act shall be deemed to apply to the regulation and working hours of canneries, fertilizing plants, refineries and other similar establishments whose operation produce offensive odors." California Code of Civil Procedure Section §731a.

Based on the county tax assessment rolls, the subject Property:

IS IS NOT located within one mile of a property zoned for commercial or industrial use.

AIRPORT INFLUENCE AREA

Section 1103.4 of the California Civil Code requires notice if a property is encompassed within an airport influence area. According to Section 11010 of the Business and Professions Code, an airport influence area is defined as "an area in which current or future airport related noise, overflight, safety or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses." Disclosure Source has utilized publicly available airport influence area maps from county Airport Land Use Commissions (ALUC). Airport influence area maps can be found within a county Airport Land Use Comprehensive Plan, available to the public through most county planning departments. Some airports have not published influence area maps and the property may still be subject to some of the annoyances or inconveniences associated with proximity to airport operations. Airports physically located outside California were not included in this report.

According to airport influence maps available, the subject Property:

IS IS NOT located in a mapped airport influence area.

If the subject property is located in an airport influence area, the following statement applies - NOTICE OF AIRPORT IN VICINITY This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

AIRPORT PROXIMITY

Aircraft landing facilities listed herein, if any, consists of those owned by the United States Federal Government (Military aviation), public and privately owned civil and commercial aviation facilities. Private landing facilities (restricted public access), glider ports, facilities that have not been assigned a current location identifier by the Federal Aviation Administration (FAA), and airports physically located outside California were not included in this report.

While a property may not be within a defined airport influence area or within several miles of an aircraft landing facility, it may still be exposed to the nuisances related to such uses. No finding or opinion is expressed or implied in this report regarding the take-off and landing patterns utilized by airports, the noise levels experienced at the subject property as a result thereof, or the impact of any planned or approved airport expansion projects or modifications.

Note: This information does not relieve the sellers' duty to disclose, in writing, their actual knowledge that the property is adjacent to, or zoned to allow an industrial use described in Section 731a of the Code of Civil Procedure, including airport uses, or that is affected by a nuisance created by such a use.

According to information available from the FAA the company reports the following aircraft landing facilities within two miles of the subject Property. The calculated distance can be dependent upon the size of the airport influence area, if any.

| FAA ID# | FACILITY NAME | TYPE | DISTANCE |
|---------|---------------|----------|------------|
| CL81 | CAMP 15 | HELIPORT | 1.75 MILES |

For further information regarding any of the aircraft landing facilities identified in this report, please contact the following agency:

Western Pacific Region Airports Division, 15000 Aviation Blvd, #3012, Lawndale, CA 90261, (310) 725-3600

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RIGHT TO FARM

California Civil Code section 1103.4 requires notice if a property is presently located within one mile of a parcel of real property designated as "Prime Farmland," "Farmland of Statewide Importance," "Unique Farmland," "Farmland of Local Importance," or "Grazing Land" on the most current county-level GIS "Important Farmland Map" issued by the California Department of Conservation, Division of Land Resource Protection, and if so, accompanied by the following notice:

NOTICE OF RIGHT TO FARM This property is located within one mile of a farm or ranch land designated on the current county-level GIS "Important Farmland Map," issued by the California Department of Conservation, Division of Land Resource Protection. Accordingly, the property may be subject to inconveniences or discomforts resulting from agricultural operations that are a normal and necessary aspect of living in a community with a strong rural character and a healthy agricultural sector. Customary agricultural practices in farm operations may include, but are not limited to, noise, odors, dust, light, insects, the operation of pumps and machinery, the storage and disposal of manure, bee pollination, and the ground or aerial application of fertilizers, pesticides, and herbicides. These agricultural practices may occur at any time during the 24-hour day. Individual sensitivities to those practices can vary from person to person. You may wish to consider the impacts of such agricultural practices before you complete your purchase. Please be advised that you may be barred from obtaining legal remedies against agricultural practices conducted in a manner consistent with proper and accepted customs and standards pursuant to Section 3482.5 of the Civil Code or any pertinent local ordinance.

According to the current county-level GIS "Important Farmland Map," issued by the California Department of Conservation, Division of Land Resource Protection, the subject Property:

IS IS NOT located within one mile of a farm or ranch land.

MINING OPERATIONS

The California Department of Conservation, Office of Mine Reclamation, maintains a database of map coordinate data submitted annually by mine operators in the State. Section 1103.4 of the California Civil Code requires notice if a property is within one mile of a mine operation for which the mine owner or operator has reported map coordinate data to the Office of Mine Reclamation, pursuant to Section 2207 of the Public Resources Code. (Note: Not all mine operators have provided map coordinate data to the Office of Mine Reclamation)

According to the database maintained by the California Department of Conservation, Office of Mine Reclamation, the subject Property:

IS IS NOT located within one mile of a mine operation.

If the subject Property is within one mile of a mine, the following statement applies - NOTICE OF MINING OPERATIONS:

This property is located within one mile of a mine operation for which the mine owner or operator has reported mine location data to the Department of Conservation pursuant to Section 2207 of the Public Resources Code. Accordingly, the property may be subject to inconveniences resulting from mining operations. You may wish to consider the impacts of these practices before you complete your transaction.

In addition to active mines, California's landscape contains tens of thousands of abandoned mine sites. Many of these mines were immediately abandoned when insufficient minerals were found or when poor economics of the commodity made mining unprofitable. It is estimated that the majority of abandoned mines possess serious physical safety hazards, such as open shafts or adits (mine tunnel), while many others pose environmental hazards. Thousands of sites have the potential to contaminate surface water, groundwater, or air quality. Some are such massive problems as to earn a spot on the Federal Superfund list.

Maps and information on abandoned mines are available at the California Department of Conservation, Office of Mine Reclamation https://www.conservation.ca.gov/dmr/abandoned_mine_lands. The State of California, Department of Conservation makes no warranty, express or implied, as to the accuracy of these data or the suitability of the data for any particular use. Distribution of these data is intended for informational purposes and should not be considered authoritative or relied upon for navigation, engineering, legal, or other site-specific uses, including but not limited to the obligations of sellers of real property and their disclosure obligations under California law.

Parties with concerns about the existence or impact of abandoned mines in the vicinity of the property should contact the State Office of Mine Reclamation at: <https://www.conservation.ca.gov/DMR> and/or the local Engineering, Planning or Building Departments in the county where the property is located.

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TAX INFORMATION

NOTICE OF SPECIAL TAX AND ASSESSMENT

TO THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY SHOWN ABOVE. THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR PURCHASING THIS PROPERTY. YOU SHOULD TAKE THESE TAXES AND ASSESSMENTS, IF ANY, AND THE BENEFITS FROM THE PUBLIC FACILITIES AND SERVICES FOR WHICH THEY PAY INTO ACCOUNT IN DECIDING WHETHER TO BUY THIS PROPERTY. YOU MAY OBTAIN A COPY OF THE RESOLUTION OF FORMATION THAT AUTHORIZED CREATION OF THE COMMUNITY FACILITIES DISTRICT, AND THAT SPECIFIES MORE PRECISELY HOW THE SPECIAL TAX AND ASSESSMENTS ARE APPORTIONED AMONG PROPERTIES IN THE ASSESSEMENT DISTRICT AND HOW THE PROCEEDS OF THE TAX WILL BE USED, BY CALLING THE CONTACT NAME AND NUMBER LISTED BELOW. THERE MAY BE A CHARGE FOR THIS DOCUMENT NOT TO EXCEED THE ESTIMATED REASONABLE COST OF PROVIDING THE DOCUMENT. YOU MAY TERMINATE THE CONTRACT TO PURCHASE OR DEPOSIT RECEIPT AFTER RECEIVING THIS NOTICE FROM THE OWNER OR AGENT SELLING THE PROPERTY. THE CONTRACT MAY BE TERMINATED WITHIN THREE DAYS IF THE NOTICE WAS RECEIVED IN PERSON OR WITHIN FIVE DAYS AFTER IT WAS DEPOSITED IN THE MAIL BY GIVING WRITTEN NOTICE OF THAT TERMINATION TO THE OWNER OR AGENT SELLING THE PROPERTY.

If Mello-Roos Community Facilities Special Tax Liens or Improvement Bond Act of 1915 Lien Assessments are not paid on time, the issuer has the right to initiate foreclosure proceedings on the property and it may be sold to satisfy the obligation. By statute, the special tax lien is made superior in priority to private liens such as mortgages and deeds of trust, even if the aforementioned preceded the creation of the assessment. Unlike property tax sales initiated by a County Tax Collector (which require a five year waiting period) special tax lien foreclosure may be initiated quickly if payments become delinquent. This can occur as soon as a few months after a property tax bill becomes delinquent.

The annual assessment installment against this property as shown on the tax bill for the 2023-2024 tax year is listed below. Assessment installments will be collected each year until the assessment bonds are repaid. The authorized facilities that are being paid for by the special taxes, and by the money received from the sale of bonds that are being repaid by the special taxes are summarized below. These facilities may not yet have all been constructed or acquired and it is possible that some may never be constructed or acquired.

Mello-Roos Community Facilities Districts

Mello-Roos Community Facilities Districts ("CFD") provide a method of financing certain public capital facilities and services especially in developing areas and areas undergoing rehabilitation. Public improvements and services funded by Mello-Roos districts may include, but are not limited to police and fire protection services, roads, new school construction, backbone infrastructure improvements, new or expanded water and sewer systems, recreation program services and flood or storm protection services. When construction of facilities is involved, in most cases, the money required to provide initial funding for the improvements is obtained through the issuance of municipal bonds. A special tax lien is placed on each property within the district for the annual payment of principal and interest as well as administrative expenses. The annual special tax continues until the bond is paid, or until revenues are no longer needed. Mello-Roos tax amounts may vary (increase), or the term of the payments may be extended, especially if additional bonds are issued. These special taxes are usually collected with regular property tax installments.

If this property is subject to the Mello-Roos CFD(s) lien(s) listed below, it is subject to a special tax that will appear on your property tax bill that is in addition to the regular property taxes and any other charges and benefit assessments on the parcel. This special tax is not necessarily imposed on all parcels within the city or county where the property is located. If you fail to pay this tax when due each year, the property may be foreclosed upon and sold. The tax is used to provide public facilities and/or services that are likely to particularly benefit the property.

There is a maximum special tax that may be levied against this parcel each year to pay for public facilities. This amount may be subject to increase each year based on the special tax escalator listed below (if applicable). The annual tax charged in any given year may not exceed the maximum tax amount. However, the maximum tax may increase if the property use changes, or if the home or structure size is enlarged. The special tax will be levied each year until all of the authorized facilities are built and all special tax bonds are repaid. If additional bonds are issued, the estimated end date of the special tax may be extended.

THIS PROPERTY IS NOT CURRENTLY SUBJECT TO MELLO-ROOS COMMUNITY FACILITIES SPECIAL TAX LIEN(S).

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Improvement Bond Act of 1915 Assessments Districts

Improvement Bond Act of 1915 Assessments Districts provide a method of financing certain public capital improvements and infrastructures including, but not limited to, roads, sewer, water and storm drain systems, and street lighting. The money required to fund the improvement is obtained in advance through the issuance of municipal bonds pursuant to the Improvement Bond Act of 1915. A special assessment lien is placed on the property within the Assessment District. The lien amount is calculated according to the specific benefit that an individual property receives from the improvement(s) and is amortized over a period of years. Improvement Bond Act of 1915 Lien Assessments can be prepaid at any time. In most instances but not all, the assessment is placed on the secured tax roll and is collected with your annual county real property taxes.

If this property is subject to the Improvement Bond Act of 1915 Lien Assessment(s) listed below, the lien(s) will be repaid from annual assessment installments levied by the assessment district that will appear on the property tax bill, but which are in addition to the regular property taxes and any other charges and levies that will be listed on the property tax bills. Each assessment district has issued bonds to finance the acquisition or construction of certain public improvements that are of direct and special benefit to property within that assessment district.

THIS PROPERTY IS NOT CURRENTLY SUBJECT TO IMPROVEMENT BOND ACT OF 1915 LIEN ASSESSMENT(S).

Property Assessed Clean Energy (PACE) Programs

California legislature enables local governments to help property owners finance the acquisition, installation, and improvement of energy efficiency, water conservation, wildfire safety improvements as defined in Section 5899.4 of the Streets and Highways Code, and renewable energy projects through PACE programs. Owners of residential and commercial properties within a PACE participating district can finance 100% of their project and pay it back over time as a property tax assessment through their property tax bill, which is delivered and collected by the County. The tax bill will have a line item titled with the name of the PACE program. Payments on the assessment contract will be made through an additional annual assessment on the property and paid either directly to the county tax collector's office as part of the total annual secured property tax bill, or through the property owner's mortgage impound account. If the property owner pays his or her taxes through an impound account he or she should notify their mortgage lender to discuss adjusting his or her monthly mortgage payment by the estimated monthly cost of the PACE assessment. Under the PACE programs, if the property is sold before the PACE financing is paid in full, the remaining payments may be passed on to the new property owner. However, a lender may require the property owner to pay off the remaining balance when the property is sold or refinanced. The remaining debt may affect the amount a new buyer can borrow when financing the property purchase. It is the responsibility of the property owner to contact the property owner's home insurance provider to determine whether the efficiency improvement to be financed by the PACE assessment is covered by the property owner's insurance plan. For more information on the PACE financing programs, go to: <https://dfpi.ca.gov/pace-program-administrators/pace/>

THIS PROPERTY IS NOT PARTICIPATING IN A PACE PROGRAM

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TAX SUMMARY

ANNUAL TAXES, LIENS, AND ASSESSMENTS CURRENTLY LEVIED AGAINST THE PROPERTY AND INCLUDED ON THE TAX BILL

Basic Property Taxes:

| Agency / Contact | District / Benefit | Levy Amount |
|--------------------------------------|---------------------------------|-------------|
| County of Los Angeles | Combined Ad Valorem Tax Charges | \$7210.56 |
| County of Los Angeles (213) 974-2111 | General | |

Voter Approved Taxes:

NONE

Mello-Roos Community Facilities Special Tax Lien(s):

NONE

Improvement Bond Act of 1915 Lien Assessment(s):

NONE

Other Direct Assessments:

| Agency / Contact | District / Benefit | Levy Amount |
|---|--|-------------|
| County of Los Angeles | Safe Clean Water Program Funding (Measure W) | \$87.71 |
| County of Los Angeles (213) 974-2111 | Safe Clean Water Program | |
| County of Los Angeles | Los Angeles County Trauma and Emergency Services | \$85.20 |
| County of Los Angeles (213) 974-2111 | Health | |
| City of Los Angeles | Lighting Maintenance District | \$64.74 |
| City of Los Angeles (213) 485-5705 | Lighting Maintenance | |
| County of Los Angeles | Flood Control | \$35.86 |
| County of Los Angeles (213) 974-2111 | Flood Control | |
| City of Los Angeles | Landscape and Lighting District No. 96-1 | \$31.73 |
| City of Los Angeles (213) 485-5705 | Landscape and Lighting | |
| Los Angeles County Regional Park and Open Space District | Special Tax (Measure A) | \$30.84 |
| Los Angeles County Regional Park and Open Space District (213) 738-2983 | Park and Recreation Maintenance | |
| City of Los Angeles | Stormwater Pollution Abatement | \$28.59 |
| City of Los Angeles (213) 485-5705 | Stormwater | |
| County of Los Angeles | Mosquito Abatement District | \$18.97 |
| County of Los Angeles (213) 974-2111 | Vector Control | |

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PROPERTY TAX DESCRIPTIONS

Basic Property Taxes

The Basic Levy is the primary property tax charge levied by the County on behalf of government agencies. As a result of the passage of Proposition 13 in 1978 (Article XIII A of the California State Constitution), the basic levy is limited to one percent (1%) of the property's net assessed value. Proceeds from this tax are divided by the County and used to help fund nearly every function the state, county, city and other local municipal agencies provide. All other charges that appear on the tax bill vary by district and county.

Voter Approved Taxes

Voter Approved Debt are taxes levied on a parcel that is calculated based on the assessed value of the parcel. Taxes may include those taxes that were approved by voters before the passage of Proposition 13 in 1978, General Obligation Bonds or Special Taxes that are based on assessed value as opposed to some other method. Taxes that were established before 1978 may be used for various services and improvements and may or may not be associated with public indebtedness (the issuance of municipal bonds). A General Obligation Bond is a municipal bond that may be issued by a city, county or school district in order to finance the acquisition and construction of public capital facilities and real property. Equipment purchases and the cost of operation and maintenance cannot be financed with a General Obligation Bond. Special Taxes are created pursuant to various California Code Sections and require 2/3 majority approval of the qualified voters for approval. A special tax may be formed by a local government (a city, county, special district, etc) in order to finance specific facilities and/or services and cannot be used for general purposes.

Other Direct Assessments

In addition to the items discussed in the previous sections, real property may be subject to Other Direct Assessments. These assessments may appear on the annual property tax bill. Increases or modifications to these assessments are subject to public notice/hearing requirements (as governed by law) and require a vote by the legal property owners or the registered voters in the area. Additional information is available by contacting the agency actually levying the assessment.

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SUPPLEMENTAL TAX ESTIMATOR

This worksheet is provided for you as a convenience to allow you to **estimate** the potential supplemental property tax amount on a given property and whether you will receive one or two Supplemental Tax Bills. Depending on the date your escrow closes you will receive either one or two Supplemental Tax Bills which are in addition to your regular annual secured property taxes and must be paid separately. **Supplemental Tax Bills are not paid in escrow and are not impounded by your mortgage lender.** This worksheet is an estimate and is for your planning purposes only. This Supplemental Tax amount estimate is based on the 2023-2024 secured roll valuation and does not take into account other transactions that may have occurred and will impact the future assessed value.

Adobe Reader is suggested for interactive features

| Supplemental Tax Estimator | | |
|----------------------------|---|---------------|
| | Input the Purchase Price of the Property | |
| - | Current Assessed Value | \$ 601,182.00 |
| = | Taxable Supplemental Assessed Value | |
| X | Tax Rate | 1.199% |
| = | Estimated Full-Year Supplemental Tax Amount | |

| Jan - May Close of Escrow - Complete This Section | | |
|---|---|--|
| | Computation Factor for Month of Close (See Table Below) | |
| X | Estimated Full-Year Supplemental Tax Amount (Computed Above) | |
| = | Supplemental Tax Bill #1 Amount | |
| + | Supplemental Tax Bill #2 Amount = Estimated Full-Year Supplemental Tax Amount | |
| = | Estimated Supplemental Tax Amount | |

| Jun - Dec Close of Escrow - Complete This Section | | |
|---|--|--|
| | Computation Factor for Month of Close (See Table Below) | |
| X | Estimated Full-Year Supplemental Tax Amount (Computed Above) | |
| = | Supplemental Tax Bill Amount | |

| Computation Factors | | | |
|---------------------|--------|-----------|--------|
| Month | Factor | Month | Factor |
| January | 0.4167 | July | 0.9167 |
| February | 0.3333 | August | 0.8333 |
| March | 0.2500 | September | 0.7500 |
| April | 0.1667 | October | 0.6667 |
| May | 0.0833 | November | 0.5833 |
| June | 1.0000 | December | 0.5000 |

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PROPERTY TAX ESTIMATOR

The total tax charges listed on the previous pages provide an accurate portrayal of what the property tax charges were for the 2023-2024 tax year at the current assessed value. California law requires the Assessor re -calculate or re-assess the value of real property when it is sold, subdivided or upon the completion of new construction. In coming years, the Ad Valorem (or value based) property tax charges will be assessed based on this new assessed value. It is possible to calculate an **estimate** of what those charges will be using the property tax estimator provided below:

Adobe Reader is suggested for interactive features

Property Tax Estimator

| | | |
|---|----------------------------|-----------|
| | Purchase Price of Property | |
| X | Ad Valorem Tax Rate | 1.199% |
| = | Ad Valorem Tax Amount | |
| + | Total Direct Assessments | \$ 383.64 |
| = | Total Estimated Taxes | |

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ENVIRONMENTAL INFORMATION

IDENTIFIED SITES WITH KNOWN OR POTENTIAL ENVIRONMENTAL CONCERNS

The "Environmental Sites Summary" is divided into three categories: A, B, and C.

Category A: Sites listed with known environmental concerns/contamination. The locations of these sites are researched within a one (1) mile radius of the subject property.

Category B: Sites possessing the potential to release hazardous substances into the environment. These facilities are permitted to generate, treat, store, or dispose of hazardous substances. Locations of these sites are researched within a one-half (1/2) mile radius of the subject property.

Category C: Sites that have Underground Storage Tanks (UST) registered with the appropriate agencies. The locations of these sites are researched within one-eighth (1/8) mile radius of the subject property.

ENVIRONMENTAL SITES SUMMARY

Up to 1/8 Mile

1/8 to 1/2 Mile

1/2 to 1 Mile

CATEGORY A: SITES WITH KNOWN ENVIRONMENTAL CONCERNS

| | | | |
|---|---|---|---|
|  U.S. EPA National Priority / Superfund List (NPL) | 0 | 0 | 0 |
|---|---|---|---|

| | | | |
|---|---|---|---|
|  Hazardous Waste Sites with Corrective Action (CORRACTS) | 0 | 0 | 0 |
|---|---|---|---|

| | | | |
|---|---|---|---|
|  State Priority List (SPL) | 0 | 0 | 0 |
|---|---|---|---|


CATEGORY B: SITES WITH POTENTIAL ENVIRONMENTAL CONCERNS

| | | | |
|--|---|---|--|
|  Treatment, Storage, Disposal and Generators (TSDG) | 0 | 0 | |
|--|---|---|--|


| | | | |
|--|---|---|--|
|  Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) | 0 | 0 | |
|--|---|---|--|

| | | | |
|--|---|---|--|
|  No Further Remedial Action Planned (NFRAP) | 0 | 0 | |
|--|---|---|--|

| | | | |
|--|---|---|--|
|  Leaking Underground Storage Tanks (LUST) | 0 | 0 | |
|--|---|---|--|

| | | | |
|---|---|---|--|
|  Solid Waste Landfills, Tire Disposal Centers, or Transfer Stations (SWLF) | 0 | 0 | |
|---|---|---|--|

CATEGORY C: SITES WITH REGISTERED UNDERGROUND STORAGE TANKS

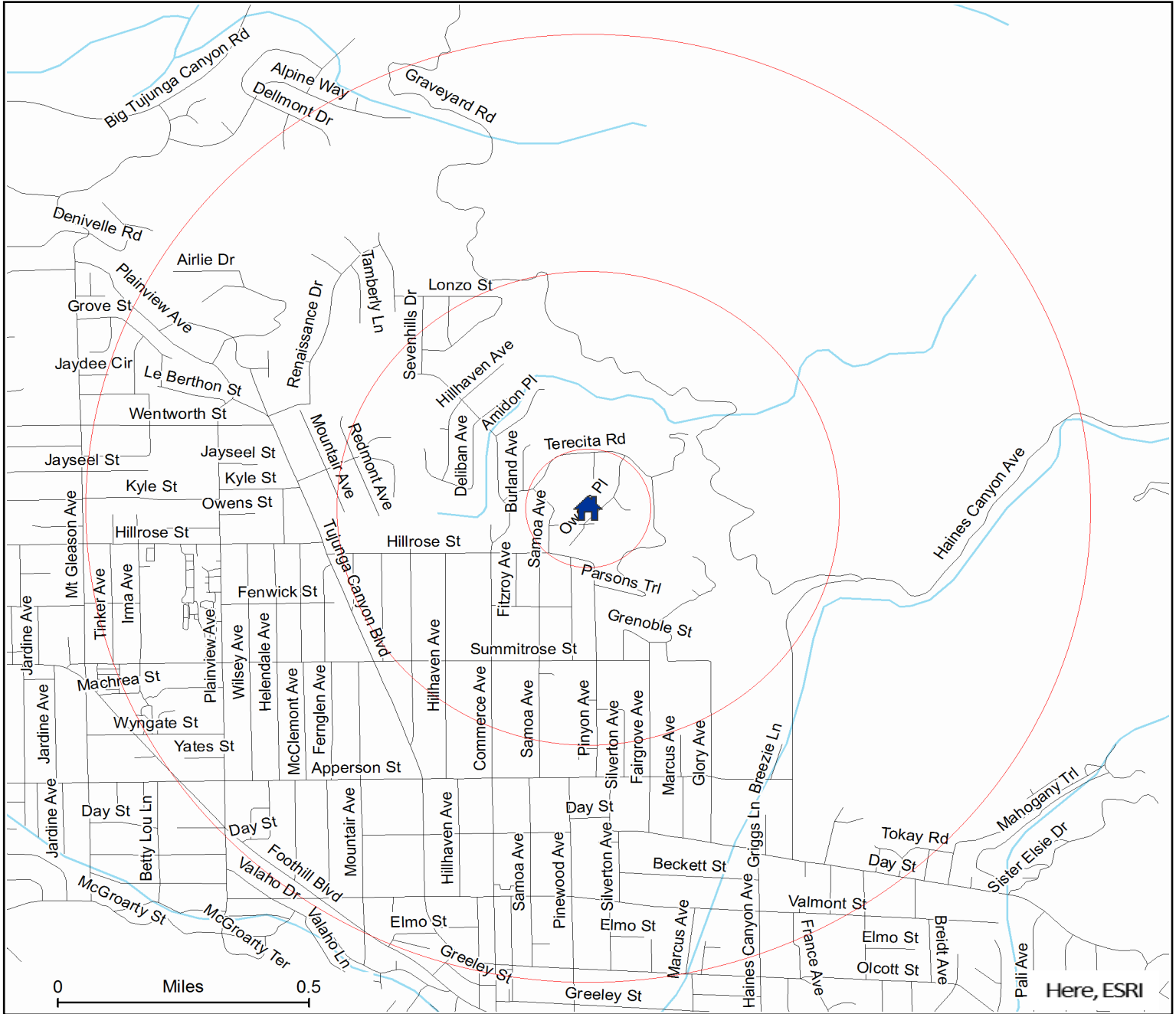
| | | | |
|--|---|--|--|
|  Registered Underground Storage tank(s) (UST) | 0 | | |
|--|---|--|--|

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Environmental Sites



| | | | |
|--|------|----------|-------|
| Category A: Sites with Known Environmental Concerns | NPL | CORRACTS | SPL |
| Category B: Sites with Potential Environmental Concerns | TSDG | CERCLIS | NFRAP |
| Category C: Sites with Registered Underground Storage Tanks | UST | LUST | SWLF |

This map is for your aid in locating environmental hazard sites in relation to the subject property described above. Please verify street address and /or assessors' parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (expressed or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. Most sites are depicted by a point representing their approximate address location and make no attempt to represent the actual areas of the associated site. Some NPL sites are depicted by polygons approximating their location and size. The boundaries of the polygons may be different than the actual areas of these sites and may include contaminated areas outside of the listed site. A property may be affected by contamination or environmental hazards that have not been identified on any of the databases researched for this report.



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Category A: SITES WITH KNOWN ENVIRONMENTAL CONCERNS

Refer to the pages following the site records for contact information and status definitions.

NATIONAL PRIORITY LIST / SUPERFUND SITES (NPL)

NONE

HAZARDOUS WASTE SITES WITH CORRECTIVE ACTION (CORRACTS)

NONE

STATE PRIORITY LIST SITES (SPL)

NONE

Category B: SITES WITH POTENTIAL ENVIRONMENTAL CONCERNS

Refer to the pages following the site records for contact information and status definitions.

TREATMENT, STORAGE, DISPOSAL AND GENERATORS SITES (TSDG)

NONE

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY INFORMATION SYSTEM SITES (CERCLIS)

NONE

NO FURTHER REMEDIAL ACTION PLANNED SITES (NFRAP)

NONE

LEAKING UNDERGROUND STORAGE TANK SITES (LUST)

NONE

SOLID WASTE LANDFILLS, TIRE DISPOSAL CENTERS, OR TRANSFER STATIONS SITES (SWLF)

NONE

Category C: SITES WITH REGISTERED UNDERGROUND STORAGE TANKS

Refer to the pages following the site records for contact information.

REGISTERED UNDERGROUND STORAGE TANKS SITES (UST)

NONE

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EXPLANATION OF DATABASES RESEARCHED

The Explanation of Databases Researched identifies and provides details on the information sources used to create the report. It also defines the acronyms and certain environmental terminology used throughout the report.

Due to the limitations, constraints, inaccuracies and incompleteness of government information and computer mapping data currently available to Disclosure Source, certain conventions have been utilized in preparing the locations of all federal, state, and local agency sites. Most sites are depicted by a point representing their approximate address location and make no attempt to represent the actual areas of the associated site. Some NPL sites are depicted by polygons approximating their location and size. The boundaries of the polygons may be different than the actual areas of these sites and may include contaminated areas outside of the listed site. A property may be affected by contamination or environmental hazards that have not been identified on any of the databases researched for this report.

Category A: Sites With Known Environmental Concerns

U.S. EPA National Priority/Superfund List (NPL)

The U.S. Environmental Protection Agency (EPA) maintains a list of sites that fall under the Superfund program. The Superfund program was designed to provide federal resources to assist in facilitating remediation of the United States most environmentally impacted sites (based on the severity of the substance problem identified). Any site identified in this database will require remedial action or a final investigation prior to being removed from the National Priority List.

Specific questions regarding these sites should be directed to the U.S. EPA. Regional office location: 75 Hawthorne Street, San Francisco, CA 94105. (866) 372-9378. To see detailed information on specific sites go to: <https://www.epa.gov/superfund/superfund-national-priorities-list-npl>.

Hazardous Waste Sites with Corrective Action (CORRACTS)

The Resource Conservation and Recovery Act Information (RCRAInfo) is a national program management and inventory system about hazardous waste handlers. In general, all generators, transporters, treaters, storers, and disposers of hazardous waste are required to provide information about their activities to regulatory environmental agencies. CORRACTS Sites on this list are facilities that have reported violations and are subject to corrective actions.

For further information contact The United States Environmental Protection Agency. Regional office location: 75 Hawthorne Street, San Francisco, CA 94105, (866) 372-9378 or visit: <https://www.epa.gov/hw/learn-about-corrective-action>.

State Priority List (SPL)

The California Department of Toxic Substances Control's (DTSC's) database EnviroStor, is an online search tool for identifying sites that are known to be contaminated with hazardous substances as well as sites where further studies may reveal problems. EnviroStor is used primarily by DTSC's staff as an informational tool to evaluate and track activities at sites that may have been affected by the release of hazardous substances. For the purpose of this section Disclosure Source includes sites listed in the Cleanup Sites program of EnviroStor.

For more information on a specific site contact: The California Department of Toxic Substances Control 1001 I Street Sacramento, CA 95814, (916) 323-3400 or visit: <https://www.envirostor.dtsc.ca.gov/public/search.asp?basic=True>.

Category B: Sites With Potential Environmental Concerns

Treatment, Storage, Disposal, Generators (TSDG)

The Resource Conservation and Recovery Act Information (RCRAInfo) is a national program management and inventory system about hazardous waste handlers. In general, all generators, transporters, treaters, storers, and disposers of hazardous waste are required to provide information about their activities to regulatory environmental agencies. These sites are facilities that treat, store, dispose of or generate hazardous materials.

Specific questions regarding a particular site should be addressed to: The United States Environmental Protection Agency, Regional Main Office, 75 Hawthorne Street, San Francisco, California, 94105, (866) 372-9378 or visit: <https://echo.epa.gov/facilities/facility-search>.

Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)

The Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) is a database of potential and confirmed hazardous waste sites at which the EPA Superfund program has some involvement. It contains sites that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. Disclosure Source gathers data from the EPA's Superfund Enterprise Management System (SEMS).

For further information on sites found within this database, please contact: The United States Environmental Protection Agency, Regional Main Office, 75 Hawthorne Street, San Francisco, California, 94105, or the Superfund Information Center at (800) 424-9346 or visit:

<https://cumulis.epa.gov/supercpad/CurSites/srchsites.cfm>.

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No Further Remedial Action Planned (NFRAP)

CERCLIS sites that to the best of EPA's knowledge, assessment has been completed and it has been determined that no further steps will be taken to list these sites on the National Priorities List (NPL). This decision does not necessarily mean that there are no hazards associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Additional information is available from: The United States Environmental Protection Agency, Regional Main Office, 75 Hawthorne Street, San Francisco, California, 94105, (866) 372-9378. Archived site status reports can be downloaded at <https://www.epa.gov/superfund/list-8-archived-site-inventory>.

Leaking Underground Storage Tank (LUST)

The State Water Resources Control Board maintains a database of sites with leaking underground storage tanks. Leaking underground storage tanks are a major source of soil and ground water contamination. It is noteworthy to impart the fact that leaking tank information is rarely removed from the State Water Resources Control Board's Underground Storage Tank database.

For further information concerning leaking tanks, contact: The State of California Environmental Protection Agency State Water Resources Control Board, Office of Underground Storage Tanks, 1001 I Street, Sacramento, CA 95814, (916) 341-5851 or visit: <https://geotracker.waterboards.ca.gov/search.asp>.

Solid Waste Land Fills, Tire Disposal Centers, or Transfer Stations (SWLF)

Sites classified as Solid Waste Landfills include: landfills (both active and inactive), incinerators, transfer stations, recycling centers, and other facilities where solid waste is treated or stored. The California Integrated Waste Management Board maintains a database on solid waste facilities, operations, and disposal sites throughout the state of California referred to as the Solid Waste Information System (SWIS).

For further information pertaining to Solid Waste Landfills, contact: The State of California, Integrated Waste Management Board, 8800 Cal Center Drive, Sacramento, California 95826, (916) 341-6000 or visit: <https://www2.calrecycle.ca.gov/Search/> or <https://geotracker.waterboards.ca.gov/search.asp>.

Disclosure Source also includes sites listed in the Hazardous Waste Facilities program of DTSC's EnviroStor database.

For more information on a specific site contact: The California Department of Toxic Substances Control 1001 I Street Sacramento, CA 95814, (916) 323-3400 or visit: <https://www.envirostor.dtsc.ca.gov/public/search.asp?basic=True>.

Category C: Sites With Registered Underground Storage Tanks

Registered Underground Storage Tanks (UST)

The State Water Resources Control Board maintains a database of sites with registered underground storage tanks.

For further information concerning underground storage tanks, contact: The State of California Environmental Protection Agency State Water Resources Control Board, Office of Underground Storage Tanks, 1001 I Street, Sacramento, CA 95814, (916) 341-5851 or visit: <https://geotracker.waterboards.ca.gov/search.asp>.

Potential Status Field Definitions:

Abandoned: A site that has ceased accepting waste but is not closed pursuant to applicable statutes, regulations and local ordinances in effect at that time, and where there is no responsible party as determined by the local enforcement agency and board.

Absorbed: An operational status used only when existing facilities (permitted facilities) are being combined into a single.

Active: Identifies that an investigation and/or remediation is currently in progress and that DTSC is actively involved, either in a lead or support capacity. Or a facility/operation currently accepting, handling, processing, or disposing waste.

ACW (Asbestos Containing Waste) Disposal Site: A solid waste landfill that accepts asbestos containing waste.

Backlog: Identifies non-active sites which DTSC is not currently investigating or remediating. These sites generally become active when staff and/or financial resources are available. Priorities for placing a site on backlog status versus active are based on the degree of long-term threat posed by the property. Before placing a property on backlog status, DTSC considers whether interim actions are necessary to protect the public and the environment from any immediate hazard posed by the property. Often there are no parties available to fund the full cleanup of these properties.

Border Zone/Haz Waste Property (BZP/HWP): Identifies properties that went through the Border Zone Property or Hazardous Waste Property process of evaluation. Potential Border Zone properties are located within 2,000 feet of a significant disposal of hazardous waste; Hazardous Waste Property facilities/sites have a significant disposal of hazardous waste.

Case Closed: The Regional Board and the Local Agency have determined that no further work is necessary at the site.

Certified: Identifies completed sites with previously confirmed release that are subsequently certified by DTSC as having been remediated satisfactorily under DTSC oversight.

Certified Operation & Maintenance: Identifies sites that have certified cleanups in place but require ongoing Operation and Maintenance (O&M) activities. The Certified O&M status designation means that all planned activities necessary to address the contamination problems have been implemented. However, some of these remedial activities (such as pumping and treating contaminated groundwater) must be continued for many years before complete cleanup will be achieved. Prior to the Certified O&M designation, all institutional controls (e.g., land use restrictions) that are necessary to protect public health must be in place.

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Clean closed: A solid waste disposal site that has documentation of the removal of solid waste on file with the Board. When a site is clean closed, the site is considered to cease to exist as a solid waste disposal site, but records are kept to document the status of the site.

Closed: A solid waste facility, site or operation that has ceased accepting, handling, or disposing of waste (and is not inactive) and/or has documentation that closure was conducted in accordance with applicable statutes, regulations, and local ordinances in effect at the time.

Closing: A site that has ceased accepting waste and is undergoing closure consistent with an approved final closure plan. Closing applies to landfills or disposal sites undergoing closure operations pursuant to closure plan development and implementation up to certification of closure.

Completed - Case Closed: A closure letter or other formal closure decision document has been issued for the site.

Completed - Case Closed/No Monitoring: A land disposal site that ceased accepting waste and was closed in accordance with applicable statutes, regulations, and local ordinances in effect at time of closure. The land disposal site was monitored for at least thirty years and Water Board staff has determined that wastes no longer pose a threat to water quality.

Excluded: A waste tire site that does not meet the definition of a major or minor waste tire facility.

Deleted: Deleted from the Final NPL.

Final: Currently on the Final NPL.

Hazardous Waste Border Zone Property (HWP/BZP): Potential Border Zone properties are located within 2,000 feet of a significant disposal of hazardous waste, and hazardous waste property sites having significant disposal of hazardous waste.

Hazardous Waste Disposal Land Use (NOT BZP/HWP): Identifies facilities/sites that went through the Hazardous Waste or Border Zone Property process and entered into voluntary deed restrictions, but were not formally designated as either a "Border Zone" or "Hazardous Waste Property".

Inactive - Action Required: Identifies non-active sites where, through a Preliminary Endangerment Assessment (PEA) or other evaluation, DTSC has determined that a removal or remedial action or further extensive investigation is required.

Inactive - Needs Evaluation: Identifies non-active sites where DTSC has determined a PEA or other evaluation is required.

No Action Required: Identifies sites where a Phase I Environmental Assessment was completed and resulted in a no action required determination.

No Further Action: Identifies completed sites where DTSC determined after investigation, generally a PEA (an initial assessment), that the property does not pose a problem to public health or the environment.

Non-Operating: A Treatment, Storage, Disposal or Transfer Facility (TSDTF) with no operating hazardous waste management unit(s).

Non-Operating Permit: A facility that has received a hazardous waste facility permit but, has no hazardous waste management operating unit(s). This could be a post-closure permit.

Not Currently Regulated: Never regulated by the Board or no longer subject to the Board's regulation. In the case of waste tire locations below 500 tires or tire facilities that have reduced the tire count to under 500.

Not Proposed: Not on the NPL.

Not Reported: The status was not reported by the Lead Agency.

Open - Assessment & Interim Remedial Action: An "interim" remedial action is occurring at the site AND additional activities such as site characterization, investigation, risk evaluation, and/or site conceptual model development are occurring.

Open - Eligible for Closure: Corrective action at the Site has been determined to be completed and any remaining petroleum constituents from the release are considered to be low threat to Human Health, Safety, and the Environment.

Open - Inactive: No regulatory oversight activities are being conducted by the Lead Agency.

Open - Remediation: An approved remedy or remedies has/have been selected for the impacted media at the site and the responsible party (RP) is implementing one or more remedy under an approved cleanup plan for the site.

Open - Closed/with Monitoring: A land disposal site that has ceased accepting waste and was closed in accordance with applicable statutes, regulations, and local ordinances in effect at time of closure.

Open - Closing/with Monitoring: A land disposal site that is no longer accepting waste and is undergoing all operations necessary to prepare the site for post-closure maintenances in accordance with an approved plan for closure.

Open - Inactive: A land disposal site that has ceased accepting waste but has not been formally closed or is still within the post closure monitoring period.

Open - Operating: A land disposal site that is accepting waste.

Open - Proposed: A land disposal site that is in the process of undergoing the permit process from several agencies.

Open - Site Assessment: Site characterization, investigation, risk evaluation, and/or site conceptual model development are occurring at the site. Examples of site assessment activities include, but are not limited to, the following: 1) identification of the contaminants and the investigation of their potential impacts; 2) determination of the threats/impacts to water quality; 3) evaluation of the risk to humans and ecology; 4) delineation of the nature and extent of contamination; 5) delineation of the contaminant plume(s); and 6) development of the Site Conceptual Model.

Open - Verification Monitoring: Remediation phases are essentially complete and a monitoring/sampling program is occurring to confirm successful completion of cleanup at the Site. (e.g. No "active" remediation is considered necessary or no additional "active" remediation is anticipated as needed. Active remediation system(s) has/have been shut-off and the potential for a rebound in contaminant concentrations is under evaluation).

Operating: A Treatment, Storage, Disposal or Transfer (TSDTF) Facility with an operating hazardous waste management unit(s).

Part of NPL: Site is Part of a NPL Site.

Permitted: Indicates that a facility or site held a solid waste facility permit.

Planned: A facility in the planning stages. It may be awaiting a permit and not yet accepting waste or it may be permitted but not yet constructed or accepting waste.

Pollution Characterization: The responsible party is in the process of installing additional monitoring wells and/or borings in order to fully define the lateral and vertical extent of contamination in soil and ground water and assess the hydrogeology of the area. This phase of work may also include performing aquifer tests, soil gas surveys, continued ground water gradient determinations and monitoring, and assessing impacts on surface and/or ground water.

Post Remedial Action Monitoring: Periodic ground water or other monitoring at the site, as necessary, in order to verify and/or evaluate the effectiveness of remedial action.

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Pre-Title 27 CAI - Open/With Monitoring: A waste management unit that was closed, abandoned or inactive prior to November 27, 1984 (Pre-Title 27) and has monitoring data indicating the unit has the potential to adversely affect water quality. The site has been reopened (post-1984) and is under a detection monitoring program or implementing a corrective action program.

Pre-Title 27 CAI - Closed/With Monitoring: A waste management unit that was abandoned or inactive prior to November 27, 1984 (Pre-Title 27) but was not formally and completely closed. The site has the potential to adversely affect water quality and is implementing a detection monitoring program.

Pre-Title 27 CAI - Closed/No Monitoring: A waste management unit that was abandoned or inactive (CAI) prior to November 27, 1984 (Pre-Title 27) but was not formally and completely closed and is not implementing a monitoring program. The unit has the potential to adversely affect water quality.

Pre-Title 27 CAI - Completed - Case Closed/No Monitoring: A waste management unit that was formally and completely closed prior to November 27, 1984 (Pre-Title 27) in accordance with applicable statutes, regulations, and local ordinances in effect at time of closure. The unit does not pose a threat to water quality.

Preliminary Endangerment Assessment: An assessment of information about a site and its surrounding area. A Preliminary Assessment is designed to determine whether a site poses little or no threat to human health and the environment or if it does pose a threat, whether the threat requires further investigation. Generally includes historical review of documents and may include limited sampling of a site.

Preliminary Site Assessment Underway: Implementation of a work plan addressing the Preliminary Site Assessment Work Plan.

Preliminary Site Assessment Work Plan Submitted: A work plan/proposal has been requested of, or submitted by, the responsible party in order to determine whether groundwater has been, or will be, impacted as a result of a release from any underground tanks or associated piping. This phase of work usually includes plans for the installation and sampling of monitoring wells, soil boring sampling, additional soil excavation, and disposal or treatment of contaminated soil.

Proposed: Proposed for NPL, or a facility or operation that is in the planning and development phase and is not yet operational.

Referred: 1248 Local Agency: Identifies sites that were referred to a local agency (through the SB 1248 determination process) to supervise the cleanup of a simple waste release.

Referred: EPA: Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by the United States Environmental Protection Agency (U.S. EPA).

Referred: IWMB: Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by the California Integrated Waste Management Board (IWMB).

Referred: Other Agency: Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by another state or local environmental regulatory agency.

Referred: RCRA: Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by DTSC's Hazardous Waste Management Program and are identified as Resource Conservation and Recovery Act (RCRA).

Referred: RWQCB: Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by the California Regional Water Quality Control Boards (RWQCBs).

Remedial Action: Implementation of corrective action plan.

Remediation Plan: A remediation plan has been submitted evaluating long term remediation options (or corrective actions). A proposal and implementation schedule for an appropriate remediation option has also been submitted. This phase of work may also include preparing and submitting the necessary information for any permits needed prior to implementation of the plan.

Removed: Removed from Proposed NPL

Reopen Previously Closed Case: Previously closed cases may be re-opened by the Lead Agency because of new information, a change in site conditions, or other factors such as negative test results during post remedial action monitoring.

Revoked: Permit has been taken back (nullified) by the enforcement agency.

Surrendered: The voluntary relinquishment of a permit by the operator to the enforcement agency.

Suspended: Indicates that the facility, operation or site never had or does not have a Solid Waste Facility Permit.

To Be Determined: There is presently not enough information to determine a Regulatory Status or Operational Status. This information may be gathered as part of the Site Investigation Process (SIP) which includes completion of the Site Identification form and Site Assessment form or further investigation by the enforcement agency. Additionally, the operational or regulatory status may be pending permit action, enforcement action, or ongoing investigation.

Unknown - Insufficient Information.

Unpermitted: Indicates that the facility, operation or site never had or does not have a Solid Waste Facility Permit.

Voluntary Cleanup: Identifies sites with either confirmed or unconfirmed releases, and the project proponents have requested that DTSC oversee evaluation, investigation, and/or cleanup activities and have agreed to provide coverage for DTSC's costs.

Un-Locatable Sites

For reporting purposes, these potential hazard sites from any of the three categories are missing certain pieces of relevant data, such as: street addresses, zip codes, city, or county information. This may be the result of limited governmental records or data. While the site may in fact exist, the absence of accurate (or missing) information may create the inability to delineate the property's radial distance in relation to the subject property on a map. If seller or seller's agent has actual knowledge of site(s) with possible contamination or other sensitive environmental impacts not listed in this report, written notification should be provided to the buyer and buyer's agent.

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NOTICES AND ADVISORIES

TRANSFER FEE NOTICE

This is commonly known as a "Private Transfer Tax". It is a fee imposed by a private entity such as a property developer, home builder, or home owner association, when a property within a certain type of subdivision is sold or transferred. A private transfer fee may also be imposed by an individual property owner. Private transfer fees are different from city or county Documentary Transfer Taxes. Private Transfer Fees may apply in addition to government Documentary Transfer Taxes that are due upon sale or transfer of the property.

California Civil Code Section 1098 defines a "Transfer Fee" as "any fee payment requirement imposed within a covenant, restriction, or condition contained in any deed, contract, security instrument, or other document affecting the transfer or sale of, or any interest in, real property that requires a fee be paid as a result of transfer of the real property." Certain existing fees such as government fees, court ordered fees, mechanic lien fees, common interest development fees, etc. are specially excluded from the definition of "Transfer Fee".

To determine if the property is subject to a Transfer Fee, OBTAIN COPIES OF ALL EXCEPTIONS LISTED ON THE PRELIMINARY TITLE REPORT FROM THE TITLE COMPANY AND READ THEM TO DETERMINE IF ANY TRANSFER FEES ARE APPLICABLE. Please be aware that private transfer fees may be difficult to identify by simply reading the title report.

Effective January 1, 2008, Civil Code Section 1102.6e requires the seller to notify the buyer of whether a private transfer fee applies and if present, to disclose certain specific information about the fee.

Content of Disclosure. Civil Code Section 1102.6e requires the seller to disclose specific information about any Transfer Fee that may affect the property. Please refer to the legal code or to the C.A.R. Form NTF (11/07), provided by the California Association of Realtors, for a standard format to use in making the Transfer Fee Disclosure if you elect to investigate and make this disclosure personally.

How to Determine the Existence of a Transfer Fee. If a Transfer Fee does exist affecting the property, the document creating the fee may be on file with the County Recorder as a notice recorded against the property and should be disclosed in the preliminary title report on the property. However, the preliminary title report will merely disclose the existence of the documents affecting title, not the content of the documents. The title of a document may also not be sufficient to disclose that a transfer fee is included in its terms. Accordingly seller should (a) request the title company which issued the preliminary title report to provide copies of the documents shown as "exceptions" and (b) review each document to determine if it contains a transfer fee.

NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL

California Civil Code 1102.6c, states that the seller, or his or her agent, is responsible for delivering a notice specifying information about supplemental tax assessments:

"California property tax law requires the Assessor to revalue real property at the time the ownership of the property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes. The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the tax collector. If you have any question concerning this matter, please call your local tax collector's office."

TOXIC MOLD NOTICE (PURSUANT TO THE "TOXIC MOLD PROTECTION ACT OF 2001")

The seller, or lessor of residential, commercial or industrial property; or a public entity that owns, leases, or operates a building should provide a written disclosure to prospective purchasers, prospective tenants, renters, or occupants if the seller, lessor or public entity has knowledge of mold conditions or in specified instances has reasonable cause to believe, that mold (visible or hidden) that exceeds permissible exposure limits is present that affects the unit or building. The State Department of Health Services is designated as the lead agency for identifying, adopting, and determining permissible exposure limits to mold in indoor environments, mold identification and remediation efforts.

PUBLICATIONS PROVIDING INFORMATION ON TOXIC MOLD AVAILABLE ON THE INTERNET:

- Mold in My Home: What Do I Do?
- Stachybotrys Chartarum (atra) - A mold that may be found in water-damaged homes
- Fungi - and Indoor Air Quality
- Health Effects of Toxin-Producing Molds In California
- Mold Remediation in Schools and Commercial Buildings
- Biological Pollutants in Your Home

<https://www.cdph.ca.gov/Programs/CCDC/PHP/DEODC/EHLB/IAQ/Pages/Mold.aspx>; <https://www.epa.gov/mold/>

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GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES NOTICE

The following notice is provided to the buyer(s) of real property regarding information about the general location of gas and hazardous liquid transmission pipelines.

NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES

This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <https://pvnpmns.phmsa.dot.gov/PublicViewer/>. To seek further information about possible transmission pipelines near the property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

Gas and hazardous liquid pipelines of any size pose a potential risk to life, property and the environment if damaged or punctured. In addition, precise locations of larger gas transmission pipelines are restricted by Federal Homeland Security policies. Additional information relating to other types and sizes of pipelines and other underground utility infrastructures may be available from local pipeline operators such as:

PG&E: <https://www.pge.com/pipelineplanning/>, San Diego Gas & Electric: <https://sdge.com/safety/gas-safety/natural-gas-safety-map>, Sacramento Municipal Utilities District: <https://www.smud.org/en/In-Our-Community/Safety-Tips/Equipment-and-lines>, Southern California Gas: <https://www.socalgas.com/stay-safe/pipeline-and-storage-safety/natural-gas-pipeline-map>. You may want to contact your local utility provider if they are not listed above.

You should also review your Preliminary Title Report for pipelines right-of-way (easements) and further investigate information about pipelines by contacting the owner or operator responsible for the pipelines, consider what factors, if any, are associated with the property's proximity to pipelines, and determine whether the information you receive is acceptable before you purchase. No excavation work should be done before contacting the One-Call Center (811).

FLOOD INSURANCE NOTICE

Floods can have a devastating effect on communities, causing loss of life, property damage, and loss of income, and can have an adverse effect on government functioning. As such, the federal government has designed measures that are intended to aid disaster assistance by encouraging insurance coverage for those properties in flood disaster areas.

In addition to the flood disclosure in the Natural Hazard Disclosure Statement, Federal law {U.S. Code Title 42, Chapter 68, subchapter III, § 5154a(b)(1)} requires a seller, no later than the date on which a property is to be transferred, to notify a buyer of the requirement to purchase and maintain flood insurance, if disaster relief assistance (including a loan assistance payment) has been previously provided on that property and such assistance was conditioned on obtaining flood insurance according to Federal law. If a buyer fails to obtain and maintain flood insurance on a property disclosed to have been in a previous federal disaster area and that received disaster relief assistance, then no Federal disaster relief assistance will be made available should that property subsequently be in a flood disaster area. If a seller fails to notify a buyer of the requirement to purchase and maintain flood insurance because of said property's inclusion in a Federal disaster area and Federal disaster relief assistance was received for that property, and the buyer does not obtain and maintain flood insurance, then should that property be damaged by a flood disaster and receive Federal disaster relief assistance, the seller will be required to reimburse the Federal Government for the amount of that assistance for that property.

State law (SBX17, Chaptered October 10, 1995) also prohibits "state disaster assistance from being provided to a person required to maintain flood insurance by state or federal law, who has canceled or failed to maintain that coverage."

The information contained here is not intended to indicate whether a property has been in a Federal disaster area and has received Federal disaster relief assistance, but merely to indicate an additional flood insurance disclosure requirement related to future disaster relief assistance availability.

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ENERGY EFFICIENCY STANDARDS AND DUCT SEALING REQUIREMENTS NOTICE

The Energy Policy and Conservation Act directs the Department of Energy (DOE) to establish minimum efficiency standards for various products, including central air conditioners and heat pumps. On January 1, 2015, the DOE amended the energy conservation standards for residential central air conditioners and heat pumps manufactured for sale in the United States to be manufactured with an energy rating of 14 SEER (SEER, Seasonal Energy Efficiency Ratio, is the measurement of energy efficiency for the cooling performance of central air conditioners and heat pumps). Homeowners are not required to replace or upgrade existing central air conditioning units or heat pumps to comply with the new standards. Disclosure Source recommends that the potential buyer of the subject property verify the SEER rating of the central air conditioning or heat pump system through a professional such as a home inspector or through the California Home Energy Efficiency Rating Services. This agency, a home energy rating provider, is a non-profit organization that promotes energy efficiency through comprehensive analyses of homes. Additional information may be found at:

https://www.eere.energy.gov/buildings/appliance_standards/residential/central_ac_hp.html or at www.cheers.org

Additionally, beginning October 1, 2005, and with subsequent revisions to the California building energy efficiency standards, the California Energy Commission ("CEC") outlined new duct sealing requirements which require the home's ducts tested for leaks when the central air conditioner or furnace is installed or replaced. Ducts that leak 15 percent or more must be repaired to reduce the leaks. After your contractor tests and fixes the ducts, you need to have an approved third-party field verifier check to make sure the duct testing and sealing was done properly. Duct sealing is generally not required in the following situations: 1) duct systems that are documented to have been previously sealed as confirmed through field verification and diagnostic testing; 2) when systems have less than 40 feet of ductwork in unconditioned spaces like attics, garages, crawlspaces, basements or outside the building, or 3) when ducts are constructed, insulated or sealed with asbestos. There also are specific alternatives that allow high efficiency equipment and added duct insulation to be installed instead of fixing duct leaks. You also should know that any contractor failing to obtain a required building permit and failing to test and repair your ducts is violating the law and exposing you to additional costs and liability. Real estate law requires you to disclose to potential buyers and appraisers whether or not you obtained required permits for work done on your house. If you do not obtain a permit, you may be required to bring your home into compliance with code requirements for that work and you may have to pay penalty permit fees and fines prior to selling your home. According to the CEC, these duct sealing requirements apply when the following are replaced: the air handler, the outdoor condensing unit of a split system air conditioner or heat pump, the cooling or heating coil, or the furnace heat exchanger. Several cities and counties have adopted more stringent building energy standards. You can find a link to the modified standards on the CEC's Local Ordinances page and a list of the cities and counties: <https://www.energy.ca.gov/title24/2019standards/> and <https://www.energy.ca.gov/resources/publications/energy-commission-publications/>. More information may also be found at www.energy.ca.gov/title24/.

GOVERNMENTAL GUIDE: "WHAT IS YOUR HOME ENERGY RATING?" PUBLISHED BY THE CALIFORNIA ENERGY COMMISSION CONTAINING IMPORTANT INFORMATION REGARDING THE CALIFORNIA HOME ENERGY RATING SYSTEM (HERS) PROGRAM. IT IS AVAILABLE FOR DOWNLOAD AT [HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS HOMEENERGYRATING.ASPX](https://www.disclosuresource.com/downloads/homeenergyrating.aspx)

WATER-CONSERVING PLUMBING FIXTURE NOTICE

The seller of single-family residential real property built on or before January 1, 1994 shall disclose, in writing, to the prospective buyer that Section 1101.4 of the Civil Code requires that California single-family residences be equipped with water-conserving plumbing fixtures on or before January 1, 2017, and whether the property includes any noncompliant plumbing fixtures as defined in subdivision(c) of Section 1101.3.

Further, on and after January 1, 2019, a seller of multifamily residential real property or of commercial real property built on or before January 1, 1994 shall disclose to the prospective buyer, in writing, that all noncompliant plumbing fixtures in any multifamily residential real property and in any commercial real property shall be replaced with water-conserving plumbing fixtures on or before January 1, 2019, and whether the property includes any noncompliant plumbing fixtures.

For purposes of these requirements, noncompliant plumbing fixtures mean any toilet manufactured to use more than 1.6 gallons of water per flush, any urinal manufactured to use more than one gallon of water per flush, any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute, any interior faucet that emits more than 2.2 gallons of water per minute.

SOLAR ENERGY SYSTEMS NOTICE

On and after January 1, 2018, a seller of residential real property within a common interest development shall disclose to the prospective buyer(s) the existence of any solar energy system owned by the seller and the related responsibilities of the owner according to California Civil Code Section 4746. The owner and each successive owner is required to maintain a homeowner liability coverage policy at all times and to provide the homeowner's association with the corresponding certificate of insurance within 14 days of approval of the application and annually thereafter. The owner and each successive owner of the solar energy system is responsible for the costs of damage to the common area, exclusive use common area, or separate interests resulting from the installation, maintenance, repair, removal, or replacement of the solar energy system. Further, the owner and each successive owner of the solar energy system is responsible for the costs of maintenance, repair, and replacement of the solar energy system until it has been removed and for the restoration of the common area, exclusive use common area, or separate interests after removal. The new owner will be responsible for the same disclosures mentioned above to subsequent buyers.

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REGISTERED SEX OFFENDER DATABASE NOTICE ALSO KNOWN AS "MEGAN'S LAW"

For more than 50 years, California has required sex offenders to register with their local law enforcement agencies. However, information on the whereabouts of these sex offenders was not available to the public until the implementation of the Child Molester Identification Line in July 1995. The information available was further expanded by California's Megan's Law in 1996 (Chapter 908, Stats. of 1996).

Section 2079.10a of the California Civil Code specifies notice be provided to buyer(s) of real property of the existence of a registered sex offender database:

Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

The public, excluding those who have registered as sex offenders pursuant to Section 290 of the Penal Code, may search this database by a sex offender's specific name, obtain ZIP Code and city/county listings, obtain detailed personal profile information on each registrant, and use the map application to search a neighborhood or anywhere throughout the State to determine the specific location of any of those registrants on whom the law allows the State of California to display a home address.

In addition, the public may also contact the California Department of Justice, Sex Offender Tracking Program, for information on making an inquiry with the Department concerning at least six individuals as to whether any are required to register as a sex offender and subject to public notification. A fee is assessed for such inquiries, which will be deposited into the Sexual Predator Public Information Account within the Department of Justice. The contact number for the Sex Offender Tracking Program is (916) 227-4974.

METHAMPHETAMINE OR FENTANYL CONTAMINATED PROPERTY NOTICE

California law (Health and Safety Code Section 25400.28) requires property owners to notify prospective buyers in writing of any pending order that would prevent the use or occupancy of a property because of methamphetamine or fentanyl laboratory activity, and to provide the prospective buyer with a copy of the pending order. Receipt of a copy of the pending order shall be acknowledged in writing by the prospective buyer.

The "Methamphetamine or Fentanyl Contaminated Property Cleanup Act," chapter 6.9.1 specifies human occupancy standards for property that is subject to the act. These standards will be replaced by any that are devised by the Department of Toxic Substances Control, in consultation with the Office of Environmental Substances Control. In addition, this Act outlines procedures for local authorities in dealing with methamphetamine or fentanyl contaminated properties, including the use of a property lien. This notice is meant to inform prospective buyers of California disclosure law regarding methamphetamine or fentanyl lab activity, and does not indicate or imply that a particular property is or has been contaminated according to this law.

MILITARY ORDNANCE LOCATION NOTICE

California Civil Code Section §1102.15 states "The seller of residential real property subject to this article who has actual knowledge of any former federal or state ordnance locations within the neighborhood area shall give written notice of that knowledge as soon as practicable before transfer of title."

For purposes of this notice, "former federal or state ordnance locations" means an area identified by an agency or instrumentality of the federal or state government as an area once used for military training purposes, which may contain potentially explosive munitions.

"Neighborhood area" means within one mile of the residential real property.

For more information or to view the location of site(s) near a property, go to:
<https://www.usace.army.mil/Missions/Environmental/FormerlyUsedDefenseSites.aspx>

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CALIFORNIA LAND CONSERVATION (WILLIAMSON) ACT NOTICE

The purpose of the California Land Conservation Act of 1965 (Williamson Act) is to allow local governments and private landowners to enter voluntarily into contracts to restrict the use of parcels of land of no less than 100 acres to agricultural and open space use. The landowner receives compensation for the land use restrictions in the form of reduced property tax assessments which are much lower than normal because they are based upon farming and open space uses as opposed to full market value.

A Williamson Act contract is initially for a minimum term of ten years but local jurisdictions have the option to increase the initial term up to twenty years. Williamson Act contracts run with the land and are binding on all subsequent landowners. The contract is automatically extended by one year after the tenth and subsequent years unless a request for non-renewal is filed by either party. A request for non-renewal begins a 9 year term during which the tax assessments gradually increase to the full fair market value at which time the contract is terminated. The use of the property will then be controlled by the local jurisdiction's use and zoning laws.

Williamson Act contracts can be canceled only by the landowner's petition; however the minimum penalty for canceling a contract is 12.5 percent of the unrestricted, fair market value of the property. To approve a tentative contract cancellation, a county or city must make specific findings that are supported by substantial evidence. The existence of an opportunity for another use of the property or the uneconomic character of an existing agricultural use shall not, by itself, be a sufficient reason to cancel a contract.

There are penalties for breach of a contract, caused by the owner intentionally using the land for other than agriculture or making the land unusable for the contracted purposes. The penalties for breach of contract are as much as 25% of the unrestricted fair market value of the land rendered incompatible, plus 25% of the value of any building and any related improvements on the contracted land that cause the breach of contract. If a local jurisdiction allows a contract to be canceled and the State determines that there is a breach of contract, the penalties may be reduced, but not to less than 12.5% of the value of the land.

Contact the planning department to obtain information on requirements for entering into a Williamson Act contract and the uses allowed. Local government uniform rules and the specific Williamson Act contract can be more restrictive than the Williamson Act Government Code provisions.

For more information contact the Department of Conservation, Division of Land Resource Protection at 916-324-0850 or visit its website <https://www.conservation.ca.gov/dlrp/lca>.

MUDSLIDE / DEBRIS FLOW ADVISORY

Wildfires dramatically alter the terrain and ground conditions. Post wildfire rainstorms can produce dangerous flash floods, mudslides, and debris flows. These events are a threat to property located within or along an area which has experienced a recent wildfire.

This advisory is provided to simply inform you about the US Geologic Survey's maps that estimate the probability and volume of debris flow that may be produced by a storm in a recently burned area. They are available at:

[www.usgs.gov/natural-hazards/landslide-hazards/science/emergency-assessment-post-fire-debris-flow-hazards?](https://www.usgs.gov/natural-hazards/landslide-hazards/science/emergency-assessment-post-fire-debris-flow-hazards?qt-science_center_objects=0#qt-science_center_objects)

There may be additional or updated maps and resources available. To seek further information about possible mudslide and debris flow areas that may affect the property, contact the County Planning Department.

OIL, GAS WELLS & METHANE ADVISORY

California's oil and gas production has been in decline since the 1980's and wells, many of which were drilled at the turn of the past century, have been shut down or improperly abandoned. Such wells are often found when they begin to leak oil, natural gas (methane), or water. Building construction in the past several years has expanded into areas where wells were once, or are, active. Buyer should be aware that wells may exist on or near any property and new construction may also be restricted in the vicinity of wells. The California Division of Oil, Gas and Geothermal Resources administers the program to properly abandon wells. Abandoned or active oil wells, areas containing petroleum deposits, oil fields, landfills, and gas storage facilities could present risks and safety hazards to life, health, and natural resources. Risks could include, but are not limited to, soil and ground water contamination, physical safety hazards to humans and animals, fire hazards, oil and methane seeps, and air quality problems.

Migration of methane gas into areas containing impermeable surfaces (i.e. concrete, pavement, basements, etc.) can trap the gas, resulting in the accumulation of high concentrations. Although natural methane gas is relatively harmless, high concentrations of it can be hazardous due to its highly combustible chemical composition, as well as its ability to displace oxygen. Properties located in a methane zone may be required to undergo testing and mitigation. Disclosure Source recommends that the buyer contact the local Planning, Building and Safety Department to ascertain what previous measures, if any, might have been taken to properly vent the area and what considerations might apply regarding building permits or renovations. For more information and maps visit

<https://www.conservation.ca.gov/CalGEM>.

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HABITAT SENSITIVITY AREA / ENDANGERED SPECIES ADVISORY

The California Endangered Species Act, Fish and Game Code, section 2051, states that there are certain species of fish, wildlife and plants that are in danger of, or threatened with, extinction because their habitats are being threatened, destroyed or adversely modified. Legislation declares that landowner cooperation is essential for conservation on those lands that have been identified as a habitat for endangered or threatened species. According to Section 2052.1 of the Fish and Game Code, if a person needs to address mitigation measures in relation to a particular impact on a threatened species, then those measures will be roughly proportional to the impact that the person has on those species. Disclosure Source recommends the buyer contact the local planning department and the California Department of Fish & Wildlife to ascertain what, if any, considerations might be involved as a result of being in or nearby habitat sensitive areas. Additional information is available at <https://www.wildlife.ca.gov/Conservation/CESA>.

NATURALLY OCCURRING ASBESTOS ADVISORY

Asbestos is the common name for a group of silicate minerals that are made of thin, strong fibers. It occurs naturally in certain geologic settings in California, most commonly in ultrabasic and ultramafic rock, including serpentine rock. These rocks are commonly found in the Sierra Foothills, the Klamath Mountains, Coast Ranges, and along some faults. While asbestos is more likely found in these rock formations, its presence is not certain. Because asbestos is a mineral, asbestos fibers are generally stable in the natural environment. The fibers will not evaporate into the air. Some naturally occurring asbestos can become friable, or crushed into a powder. This may occur when vehicles drive over unpaved roads or driveways that are surfaced with ultrabasic, ultramafic or serpentine rock, when land is graded for building purposes, or at quarrying operations. Weathering and erosion may also naturally release asbestos. Friable asbestos can become suspended in the air, and under these conditions, asbestos fibers represent a significant risk to human health. Asbestos is a known carcinogen, and inhalation of asbestos may result in the development of lung cancer. Disclosure Source recommends that the buyer visit this website for further information and maps at: https://www.atsdr.cdc.gov/noa/docs/Asbestos-FAQ_ENG_web.pdf

RADON ADVISORY

Radon is a colorless, odorless radioactive gas that is produced by the natural decay of uranium, which is found in nearly all soils and rocks. Radon can seep from the ground into the air in a property through openings in the ground, and its presence increases the risk of lung cancer. Radon levels are variable and may be influenced by not only geology, but also soil permeability, weather and climatic conditions, building design, condition and usage. The Environmental Protection Agency (EPA) has produced a map that assigns one of three zone designations to each county based on radon potential and each zone designation reflects the average short-term radon measurement that can be expected to be measured in a building without the implementation of radon control methods. That map is not meant to be used to determine whether a particular property should be tested for radon, but is used to assist various government agencies and organizations in focusing their radon program resources. Properties with high levels of radon have been found in all zones. Long-term (up to one year) measurement is generally recommended for the most accurate determination of radon levels. Radon testing is affordable and easily done. Test kits are available at the California Department of Public Health website at <https://www.cdph.ca.gov/Programs/CEH/DRSEM/Pages/EMB/Radon/Radon-Testing.aspx>. **The EPA recommends all structures should be tested for radon, regardless of geographic location or zone determination.** If the radon level is greater than 4 picoCuries per Liter of air (pCi/L), the EPA suggests remediation. Additionally, the California Department of Conservation outlines Radon Zone areas where geologic conditions are likely to produce high, moderate, or low potential indoor radon levels above 4 pCi/L. Those maps are available at <https://www.epa.gov/radon/radon-frequently-asked-questions>

GOVERNMENTAL GUIDES: "RESIDENTIAL ENVIRONMENTAL HAZARDS: A GUIDE FOR HOMEOWNERS, HOMEBUYERS, LANDLORDS AND TENANTS"; "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" PUBLISHED BY THE ENVIRONMENTAL PROTECTION AGENCY CONTAINING IMPORTANT INFORMATION REGARDING ENVIRONMENTAL HAZARDS LOCATED ON AND AFFECTING RESIDENTIAL PROPERTY. AVAILABLE FOR DOWNLOAD AT [HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS.ASPX](https://www.disclosuresource.com/downloads.aspx) AND [HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS_LEAD.ASPX](https://www.disclosuresource.com/downloads_lead.aspx)

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DISCLAIMERS

ACCEPTANCE OR USE OF THIS REPORT BY ANY PERSON CONSTITUTES AN AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS, AND LIMITATIONS OF LIABILITY, STATED HEREIN.

THIS AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS, AND LIMITATIONS ON LIABILITY, IS MADE REGARDLESS OF WHETHER THE PERSON ACCEPTING OR USING THE REPORT PAID FOR, OR ORDERED, THE REPORT.

THIS REPORT IS NOT A WARRANTY OR A POLICY OF INSURANCE

TERMS AND CONDITIONS

1. Recipient(s) Defined

"Recipient(s)" shall mean and refer to transferor(s)/seller(s), transferee(s)/buyer(s), and their respective agent(s)/broker(s) who access a copy of this Report.

2. Report Defined

"Report" shall mean and refer to any disclosure Report prepared by Disclosure Source and made available to the Recipient(s), whether the Report is provided as a hard copy, via email, or accessed via <https://www.DisclosureSource.com>

3. No Third Party Reliance

The information contained in this Report is intended for the exclusive benefit and use of the Recipient(s). No person other than the Recipient(s) should rely upon, refer to, or use this Report, or any information contained within this Report, for any purpose. Disclosure Source expressly disclaims all liability, including liability for breach of contract and negligence, to persons other than Recipient(s). The disclosures contained in this Report "shall not be used by any other party, including, but not limited to, insurance companies, lenders, or governmental agencies, for any purpose." California Civil Code section 1103.2(g).

4. Seller's and Seller's Agent's Independent Disclosure Obligations

Seller(s) and their agent(s) are independently required to make certain statutory disclosures of all material facts about the subject property within their actual knowledge. This Report does not alter, change, impact, affect, or replace seller or seller's agent's independent disclosure obligations. Disclosure Source acknowledges that there may be other disclosures required under applicable state law and/or within seller's and seller's agent's actual knowledge, and Disclosure Source makes no representations as to the adequacy or accuracy of any other representations or disclosures made under applicable state law.

5. Explanation of Services and Limitations

(a) Statutory and Local/Supplemental Disclosures, Notices and Advisories

The purpose of the Disclosure Report is to assist the Recipient(s) in notifying the prospective buyer whether the property is located in any of six statutorily defined natural hazard areas. Disclosure Source has also obtained maps that are both official and publicly available from city, county, and state sources which supplement this natural hazard information.

Disclosure Source is also providing disclosures, notices and advisories on potentially hazardous conditions or occurrences that may affect the subject property. These additional disclosures, notices and advisories are either required by the California Civil Code, local ordinance, or the information is readily available. Disclosure Source recommends contacting the local building and planning departments prior to the transfer to help ascertain, what, if any, additional requirements there might be for construction or renovation, and building code requirements for this property. Disclosure Source has not performed a visual or physical inspection of the property. This Report is not a substitute for a visual or physical inspection of the property or a geologic or engineering study. Disclosure Source assumes no responsibility for any costs or consequences, direct or indirect, arising due to the need, or the lack of need, for earthquake insurance, fire insurance or flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.

In order to prepare this Report, either the seller (or his/her agent) or the buyer (or his/her agent) supplied Disclosure Source with the Assessor's Parcel Number ("APN") for the subject property. Disclosure Source has not verified the accuracy of the APN. This Report was prepared based upon such APN, and shall not, and does not, include any property beyond the boundaries of the subject property identified by such APN, including but not limited to, any common interest areas, structures (whether located on the subject property, or not), easements, or any right, title, interest, estate, or easement in any abutting streets, roads, alleys, lanes, ways, or waterways

Disclosure Source shall not be responsible or liable for any losses, liabilities or damages resulting from an incorrect APN. No determination is made and no opinion is expressed, or intended, by this Report concerning whether the subject property is comprised of legal lots in conformance with the California Subdivision Map Act. If the subject property is part of a condominium project, planned unit development, or other properties with a common or undivided interest area, the Report may indicate that the subject property is within the natural hazard zone if any portion of the common or undivided interest area is within the reported natural hazard zone. In preparing this Report, Disclosure Source has reviewed and relied upon the statutes identified and has reviewed the records referred to in each determination.

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(b) Tax Information, if included in the report

California Civil Code requires that the seller of certain real property determine from local agencies whether the property is subject to a Mello -Roos Community Facilities Act and Special Tax Assessment, and if so, deliver notice of such special tax assessment(s) to the prospective buyer. The purposes of the Special Tax and Assessment Section are to (a) make preliminary determinations regarding whether secured tax rolls contain Mello Roos Community Facilities District Special Taxes or Improvement Bond Act of 1915 Lien Assessments against the subject property, and (b) assist the seller in fulfilling his/her duty to comply with California Civil Code Section 1102.6b.

When preparing the Special Tax and Assessment Section, the Company reviewed county tax records and other official and third party resources to determine whether, according to those records, the property is subject to a Special Tax pursuant to the Mello -Roos Community Facilities Act or a Special Assessment pursuant to the Improvement Bond Act of 1915. Only assessments that were levied against the property at the time the Company obtained the tax records are disclosed. No study of the public records was made by the Company to determine the presence of any other tax or assessment. Items not yet levied on the tax bill, items not appearing on the tax bill because the current owner has applied for an available exemption, supplemental taxes, unsecured property taxes, and items removed from the tax bill due to a pending judicial foreclosure suit may not be reflected on this Report. The amount of the levy, ending year, and other tax information may be subject to change in the future. Tax information can vary from property to property. The tax and assessment information in this Report is for the specific time frame and property referenced and may not be used for other properties. The Company is not responsible for any changes that may occur. In some instances, (including some condos, mobile homes, and new subdivisions), the tax roll data disclosed may represent the amount assessed for an entire parcel prior to subdivision of said parcel.

This Report and the above explanation of Special Tax and Assessments are intended to be general in nature and is not a substitute for a tax bill, title report or title insurance and may not be relied upon as such. If detailed information is desired, the Company recommends contacting the agency that administers the Special Tax and Assessment or retaining a professional consultant. The Company believes that the information and data contained in this Report is correct but we do not guarantee the accuracy of County records or the records of Bond Administrators from which this information is based, or accept liability for future tax payments in the event the information is inaccurate, incomplete or outdated. The assessed levy amounts listed are provided by the Tax Collector's office and are accurate based on the levies listed in the identified tax record as of the beginning of the identified tax year. No determination is made and no opinion is expressed, or intended, by the Report concerning the existence of property tax liabilities, unless specifically described in the Report. The applicable county tax assessor/collector updates their Tax Assessment frequently and the Company updates their Tax Assessment information yearly. If your decision to purchase this property is based in part on information contained in this Report, the Company recommends you contact the County Tax Collector's office and the Bond Administrators to verify its accuracy.

(c) Environmental Information, if included in the report

The environmental information (including reference aids) assist the seller(s) in satisfying their general obligations to provide information regarding the property's proximity to site(s) identified by appropriate County, State, and/or Federal Agencies' databases as possessing (either presently or historically) an environmental concern. Disclosure Source has not verified the accuracy, validity, or completeness of those lists and does not insure, warrant or guarantee that they are accurate and up to date. Disclosure Source has not performed a physical inspection of the property and the Report is not intended to be used as a preliminary site assessment or Phase 1 report. Disclosure Source does not make any representation as to the health hazards to humans or animals that may be associated with any of the substances that may exist at the sites or how they may affect the subject property. Disclosure Source does not report on the significance or extent of the contamination or remediation of any of the sites identified in the Agencies' databases.

6. Notice to Recipient(s)

Disclosure Source provides the Report for the benefit of all Recipient(s). Disclosure Source considers Recipient(s) to be a contracting party who is subject to the explanation of services, conditions, limitations and disclaimers herein, and by signing the Report, Recipient (s) expressly agrees to receive the services, and be bound by the conditions, limitations and disclaimers herein. This Report is for the exclusive benefit of the Recipient (s). There shall be no third party beneficiaries, and the Report may not be used in any subsequent transaction affecting the subject property or for any other real property.

7. Limitation of Liability

(a) Disclosure Source has prepared this Report solely based upon records and information provided by various governmental and private agencies. Although reasonable care has been exercised by Disclosure Source in compiling the data and information contained in the Report, Disclosure Source has assumed that these records and information are accurate and complete, and Disclosure Source has not conducted any independent verification of their accuracy or completeness. Disclosure Source shall not be liable to Recipient(s) for errors, inaccuracies or omissions in this Report if such errors, inaccuracies or omissions were based upon information contained in the public and private records used by Disclosure Source, or were known to exist by Recipient (s) on the date of delivery of this Report to Recipient(s).

(b) Disclosure Source expressly excludes from liability any disclosures or information (i) not known to Disclosure Source, (ii) not on the maps used by Disclosure Source, (iii) not recorded in the public record as of the date it was reviewed by Disclosure Source, (iv) not included in the categories included in the Disclosure Report, (v) which would be discovered by a physical inspection of the property, (vi) known to any Recipient prior to receipt of the Report, and/or (vii) regarding the health or risk to any humans or other living things which may be associated in way with any of the disclosed hazards.

(c) Disclosure Source is not responsible or liable for the costs of investigating or remediating any of the disclosed hazards.

(d) Disclosure Source shall not be liable for any damages resulting from a Recipient's inability to access the Report.

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(e) Any website or hyperlink contained in the Report is provided for informational purposes only, and Disclosure Source is not responsible for the accuracy of any information available from or through any referenced website or hyperlink.

(f) Disclosure Source liability for any claim, or claims, including but not limited to any claim for breach of contract or negligence, is limited to actual proven damages as a result of an error or omission in the Report and shall be measured by the difference between the amount paid for the property and the fair market value of the property as of the date of the Report, if and only if such difference is caused by the error or omission.

(g) Disclosure Source shall not be liable for any incidental damages, consequential damages, special damages, indirect damages, or lost profits suffered by Recipient(s).

8. FEMA Flood Determination

This Report may include a FEMA Flood Determination Certificate provided by a third-party. If such a certificate is included, Disclosure Source makes no representation or determination, or offers any opinion, as to whether flood insurance is required, whether private or offered as part of a government program, or any representation or determination of the cost of any such insurance .

9. Report Is Not For Credit Purposes

The information collected and disclosed in the Report is not indicative of any person's credit worthiness, credit standing, credit score, credit capacity or any other characteristics listed in Section 1681(a) of the Fair Credit Reporting Act ("FCRA"). The Report shall not be used in any way, or for any purpose, or in any manner that would cause the Report to be construed as a "consumer report" under the FCRA or any similar State or Federal statute, rule, law or regulation .

10. Change in Information

This Report is an "AS IS" Report. Updates to the databases used in this Report are determined by the responsible agency and may be made at any time and without notice. For that reason, Disclosure Source maintains an update schedule and makes reasonable efforts to use updated information. The complexities of obtaining and adapting the data into a usable format for preparing this Report necessitate some delay once the updated information is obtained; therefore the Report may be considered accurate only as of the date when the database was last reviewed and implemented by Disclosure Source. Subsequent to Disclosure Source's acquisition of government records, changes may be made to said government records and Disclosure Source shall have no obligation to update the Report or to communicate to any Recipient(s), or any other person, any changes, acts, occurrences, circumstances or agreements occurring after the date of the Report, which render inaccurate anything contained in the Report. Disclosure Source may at its sole discretion supplement the Report. The determinations made in the Report are time-sensitive. Disclosure Source shall not be liable for any impact on the Property, or the value thereof, that any change to the government records may have. Disclosure Source is under no duty to update this Report when or if new information is released or becomes available.

11. Notice of Claim

Recipient(s) must promptly notify Disclosure Source in writing of any error or omission, and give Disclosure Source an opportunity to correct such error and omission. All notices and claims shall be addressed to Disclosure Source, Claims Department, 1200 Concord Ave, Suite 400, Concord, CA 94520. Any claim must be given promptly in writing when knowledge is acquired by any Claimant of any information which is contrary to the Disclosure Report. If a written claim notice is not given promptly to Disclosure Source, all liability of Disclosure Source shall terminate with regard to the matters for which a prompt claim notice is required but only to the extent that the failure to give prompt written notice has prejudiced Disclosure Source.

12. Governing Law

These Terms and Conditions, and any Recipient's use of the Report, shall be governed by, and construed in accordance with, the laws of the State of California.

13. Resolution of Disputes (Arbitration or Small Claims)

MANDATORY ARBITRATION. This provision constitutes an agreement to arbitrate disputes on an individual basis. **Any party may bring an individual action in small claims court instead of pursuing arbitration.**

Any claim, dispute or controversy, pursuant to contract or tort law, or otherwise, arising out of or relating to this Agreement, the Report, its issuance, its contents, the disclosures, a breach of the Agreement, any controversy or claim arising out of the transaction giving rise to this Agreement, or the relationships among the parties hereto ("Claim"), shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Consumer Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879.

The arbitration will take place in the same county in which the property is located. The arbitrator's decision shall be final, binding, and non -appealable. Judgment upon the award may be entered and enforced in *any* court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. By receiving this Report, and entering into this Agreement, the parties acknowledge that they are giving up the right to a jury trial, and the right to participate in any class action, private attorney general action, or other representative or consolidated action, including any class arbitration or consolidated arbitration proceeding. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award: any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in *any* state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this agreement to arbitrate, including *any* claim that all or *any* part of the Terms and Conditions, including this agreement to arbitrate, is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

As noted above, a party *may* elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court.



California Residential Disclosure Report

Property Address: 10755 OWENS PL
TUJUNGA, CA 91042-1427

Parcel Number: 2553-007-029

Date: 1/4/2024
Order Number: 240104-00024

CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in *any* forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to *any* person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

14. Severability

In the event any provision of this Disclosure Report is held invalid or unenforceable under applicable law, this Disclosure Report shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

15. Complete Agreement

These Terms and Conditions constitute the single and entire integrated agreement between Disclosure Source and the Recipient(s), and supersede and replace all prior statements, representations, discussions, negotiations and agreements.