



Receipt of Disclosures and Reports

Property Address 2222 Raspberry Ln, Mountain View, CA 94043:


Agents - Prior to making an offer, please have your clients acknowledge receipt of the following disclosures by signing and dating this document and return it with your offer. Please make certain that you have the most current version of the disclosure package. Package preparation date for this package is 05/20/2026. Thank you!

Please use Juliana Lee Team as the Listing Agent (DRE#: 70010194) when submitting offer contracts.

Please Note: Agent has not investigated any information provided by Third Parties. Buyer to investigate.

Disclosures:

1. JLee Realty Receipt of Disclosures and Reports (2 pages)
2. PRDS Disclosure Regarding Agency Relationships - Seller (2 pages)
3. Additional Agent Acknowledgement (1 page)
4. PRDS Real Estate Broker Square Footage and Lot Size Advisory (1 page)
5. PRDS Transfer Disclosure Statement (3 pages)
6. PRDS Supplemental Seller's Checklist (15 pages)
7. PRDS Listing Agent Visual Inspection Disclosure (2 pages)
8. PRDS Certification of Compliance with Water Heater, Smoke Alarm, Carbon Monoxide Device Requirements (1 pages)
9. PRDS Advisory Regarding Market Conditions, Multiple and Non-Contingent Offers (2 pages)
10. PRDS Advisory and Consent Regarding Multiple Agency and Dual Agency (1 page)
11. PRDS California Consumer Privacy Act Advisory - Seller (1 page)
12. PRDS Fair Housing Laws and Discrimination Advisory (2 pages)
13. CAR Wire Fraud and Electronic Funds Transfer Advisory (1 page)
14. CAR Wildfire Disaster Advisory (if applicable) (1 page)
15. CAR Representative Capacity Signature Disclosure - Seller (if applicable) (2 pages)
16. PRDS Advisory For Property Owned by a Trust (if applicable) (2 pages)
17. CAR Statewide Buyer and Seller Advisory (14 pages)
18. CAR Seller's Affidavit of nonforeign Status (FIRPTA) (2 page)
19. PRDS Advisory Regarding New Federal Requirement Geographic Targeting Order (1 page)
20. Natural Hazard Disclosure Report Signature Page (1 page)
21. EPUBD Cover Page (1 page)
22. Homeowner's Guide Signature Page (1 page)
23. Non-Contingent Offer Advisory (1 page)
24. Earthquake Risk Disclosure (1 page)

Seller: 

Buyer: _____

Additional Disclosures - JLee Realty

- 1. JLee Realty Public Amenities Disclosure (1 page)
- 2. JLee Realty checklist of Items Included & Excluded From Sale (1 page)

Reports

- 1. Property Inspection Report (67 pages)
- 2. Pest Inspection Report (17 pages)
- 3. Natural Hazard Disclosure Report (51 pages)
- 4. Preliminary Title Report from Lawyers Title dated April 20, 2026 (24 pages)
- 5. Realist Report (# of pages)
- 6. Combined Residential Hazard Reports (124 pages)
- 7. Acknowledgment of Receipt of Consumer Info Pamphlets & Disclaimer (if applicable)

Signed by: Gina M. Fallon Gina M. Fallon **Date:** 5/21/2026

Signed by: Steven Ostenberg Steven Ostenberg **Date:** 5/21/2026

Buyer: _____ **Date:** _____

Buyer: _____ **Date:** _____

Seller: GMS **Buyer:** _____



**DISCLOSURE REGARDING
REAL ESTATE AGENCY RELATIONSHIPS**
(As required by Civil Code)



(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. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. 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 REPRESENTATIVES

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 their 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 HAVE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

Buyer/Seller/Landlord/Tenant Gina M. Fallon Date 5/21/2026

Buyer/Seller/Landlord/Tenant Steven Ostenberg Date 5/21/2026

Agent Pinnacle Realty Advisors DRE Lic. # 02220139

By Sharon Lee DRE Lic. # 01951707 Date 5/20/2026

(Print name or Broker-Associate, if any)

CIVIL CODE SECTIONS 2079.13-24 (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. (p) Buyer-broker representation agreement means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of Section 10131 of the Business & Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

2079.14. copy of the disclosure form specified in Section 2079.16 shall be provided in a real property transaction as follows: (1) The seller's agent, if any, shall provide the disclosure form to the seller before entering into the listing agreement. (2) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable before execution of a buyer-broker representation agreement and 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 READ 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: The following agency relationships are confirmed for this transaction:

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 from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.



ADDITIONAL AGENT ACKNOWLEDGEMENT (C.A.R. Form AAA, Revised 12/25)

This is an addendum to the Purchase Agreement, OR [X] Residential Listing Agreement, [] Buyer Representation Agreement, [] Other, dated 04/27/2026, on property known as 2222 Raspberry Lane, Mountain View, CA 94043 between Gina M. Fallon, Trustee, Steven D Ostenberg, Trustee and The term Housing Provider also includes Landlord or Rental Property Owner.

- 1. Check ONE box ONLY. If both 1A and 1B apply, use separate AAA forms for each. A. [X] Multiple Associate-Licensees working with Seller/Housing Provider; OR B. [] Multiple Associate-Licensees working with Buyer/Tenant; 2. A. The real estate licensees named below are all conducting real estate licensed activity under the same Broker: Real Estate Broker name: Pinnacle Realty Advisors If applicable, Team Name: Juliana Lee Team B. The licensees below, and any licensee(s) listed in the Agreement (if not listed below), have entered into a separate written agreement to share responsibility and compensation for certain real estate licensed activity. The licensees have also informed Broker of, or have given Broker a copy of, that separate written agreement. C. List ALL agents (list may include, but is not required to include, licensees named in the Agreement): Agent Juliana Lee DRE Lic # 00851314 Agent Sharon Lee DRE Lic # 01951707 Agent DRE Lic # Agent DRE Lic # Agent DRE Lic # [] Additional Licensees: 3. All parties understand, acknowledge and agree that, wherever the name of any licensee above is indicated, in the Agreement or a related document, as a representative for the Buyer/Tenant or Seller/Housing Provider specified above, the other licensees shall also be deemed to be named. Note: If this form is only being used to modify a Buyer Representation Agreement, neither the Seller nor the Seller's Broker need to sign below. If this form is only being used to modify a Listing Agreement, neither the Buyer nor the Buyer's Broker need to sign below.

By signing below, all parties acknowledge that each has received a copy of this Additional Agent Acknowledgement, and each has read, understands, and agrees to its terms.

Buyer/Tenant Date Buyer/Tenant Date Seller/Housing Provider Gina M. Fallon, Trustee Date 5/21/2026 Seller/Housing Provider Steven D Ostenberg, Trustee Date 5/21/2026

Buyer's Brokerage Firm DRE Lic. # By DRE Lic. # Date Seller's Brokerage Firm Pinnacle Realty Advisors DRE Lic. # 02220139 Sharon Lee DRE Lic. # 01951707 Date 5/20/2026

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PRDS® REAL ESTATE BROKER SQUARE FOOTAGE & LOT SIZE ADVISORY AND DISCLOSURE DESIGNED FOR USE WITH PRDS® FORMS



PROPERTY ADDRESS: 2222 Raspberry Lane, Mountain, CA 94043

DIFFERENT SOURCES FOR SQUARE FOOTAGE AND OTHER MEASUREMENTS OF STRUCTURES:

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 structure size, interior space or square footage.

Buyers should not rely on any statements about size in the Multiple Listing Services advertisements or disclosures and should retain their own experts to measure structural size and/or square footage.

LOT SIZE, DIMENSIONS, CONFIGURATIONS AND BOUNDARIES:

Fences, retaining walls, hedges and other landscaping, watercourses or other natural or man-made structures 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.

Different sources of exterior and/or interior structural size, square footage and/or lot size may include the following sources noted in the chart below by the undersigned Agent (NOTE: Any numbers inserted into the spaces below are approximations only, were taken from the referenced source and other size numbers may exist from other sources):

Table with 6 columns: Source of Information, Structure, Lot, Source of Information, Structure, Lot. Rows include Multiple Listing Service, County Assessor, Appraisal #1, Appraisal #2, and Condominium Map/Plan.

If no numbers are included in the chart above, the undersigned Agent is not aware of any size discrepancies in the structure or lot.

Seller and real estate licensees have not and will not verify the accuracy of any representations regarding acreage, boundary markers, lot dimensions or sizes, location of improvements, square footage numbers, or price per square foot estimates provided by any source.

The chart above has been completed by:

Broker Name: Pinnacle Realty Advisors Agent Name: Sharon Lee Date: 5/20/2026 Agent Signature: [Signature]

The undersigned Seller acknowledges receipt of a copy of this Advisory and confirms that Seller does not have any information or documentation that differs from the information in the above chart. Date: 5/21/2026 Seller: [Signature]

I acknowledge receipt of a copy of this Advisory from the above referenced Broker/Agent who completed the chart:

Date: Buyer: Buyer:

Broker Name: Agent Name:

Date: Agent Signature:



PRDS® REAL ESTATE TRANSFER DISCLOSURE STATEMENT DESIGNED FOR USE WITH PRDS® FORMS



THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Mountain View, COUNTY OF Santa Clara, STATE OF CALIFORNIA, DESCRIBED AS 2222 Raspberry Ln. THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (DATE) May 1, 2020. 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 Section 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: Property & pest inspection
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 is not occupying the property.

A. The subject property has the items checked below (read across):*

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

[*See related note, page 2]

Exhaust Fan(s) in Kitchen 220 Volt Wiring in LAUNDRY Fireplace(s) in
Gas Starter Roof(s): Type COMPOSITION Age: 16 (approx.)
Other:

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? Yes No

(* see note on Page 2)

Buyer and Seller acknowledge receipt of a copy of this page.

Seller's Initials (GMS)

Buyer's Initials () ()

Property: 2222 Raspberry Ln.

Date May 1, 2026

PRDS® REAL ESTATE TRANSFER DISCLOSURE STATEMENT

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 Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. The water heater may not be anchored, braced, or strapped in accordance with Section 19211 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. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1984, 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 Section 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 Section 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to Section 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to Section 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to Section 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): _____

Items 2, 3, 12, 13, 14 - These are all due to this property being in Rockberry Villas' HOA. HOA documents will be provided.

D. Seller Certification:

1. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 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 Section 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.

Buyer and Seller acknowledge receipt of a copy of this page.

Seller's Initials (GW)

Buyer's Initials (_____) (_____)

Property: 2222 Raspberry Ln.

Date _____

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:

Seller *Gina M. Fallon* DocuSigned by: _____ Date 5/21/2026
 Gina M. Fallon, TTE
 Seller *Steven D. Ostenberg* DocuSigned by: _____ Date 5/21/2026
 Steven D. Ostenberg, TTE

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:

- Agent notes no items for disclosure.
- See attached Real Estate Agent's Visual Inspection Disclosure.
- Agent notes the following items:

Agent (Broker Representing Seller) Pinnacle Realty Advisors By *[Signature]* Signed by: _____ Date 5/20/2026
 (Please Print) (Associate Licensee or Broker Signature)
 Sharon YC Lee

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:

- Agent notes no items for disclosure.
- See attached Real Estate Agent's Visual Inspection 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(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

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

Seller *Gina M. Fallon* Date 5/21/2026 Buyer _____ Date _____
 Gina M. Fallon, TTE
 Seller *Steven D. Ostenberg* Date 5/21/2026 Buyer _____ Date _____
 Steven D. Ostenberg, TTE

Agent (Broker Representing Seller) Pinnacle Realty Advisors By *[Signature]* Signed by: _____ Date 5/20/2026
 (Please Print) (Associate Licensee or Broker Signature)
 Sharon YC Lee

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

SECTION 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.

NOTE: EXEMPT TRANSFERS (TDS not required) include, but are not limited to, the following: transfers by a fiduciary of a decedent's trust or estate; transfers by foreclosure of trustee's sale or by deed in lieu of foreclosure; transfers to a spouse or a direct blood relative; transfers among co-owners; transfers requiring a "public report" (Bus. & Prof Code § 11018.1) or pursuant to Bus. & Prof Code § 11010.4.



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PRDS® SUPPLEMENTAL SELLER CHECKLIST
DESIGNED FOR USE WITH PRDS® FORMS



Property: 2222 Raspberry Ln., Mountain View, Ca 94043

THE INFORMATION ENTERED ON THIS DISCLOSURE FORM IS PROVIDED BY SELLER ONLY. THIS DOCUMENT IS SOLELY A SUPPLEMENTAL DISCLOSURE; IT IS NOT, AND SHALL NOT BE DEEMED TO CONSTITUTE, ANY PART OF THE PURCHASE CONTRACT.

▲ SELLER CAUTION: SELLER IS URGED TO CAREFULLY REVIEW THE **PRDS SELLER ADVISORY REGARDING COMPLETING THE TDS AND OTHER DISCLOSURE FORMS** PRIOR TO COMPLETING THIS FORM. SELLER SHOULD CAREFULLY REVIEW ALL OF THE DEFINITIONS IN PART I BEFORE ANSWERING THE QUESTIONS IN PARTS II-V. SELLER SHOULD ALSO PROVIDE BUYER WITH ALL DOCUMENTS IN SELLER'S POSSESSION.

▲ BUYER CAUTION: BUYER IS URGED TO CAREFULLY REVIEW THE **PRDS SAN MATEO/SANTA CLARA COUNTIES ADVISORY** IN CONNECTION WITH REVIEWING THIS FORM.

▲ GENERAL CAUTION: The information provided in this Disclosure form is from Seller and NOT the Broker(s) or individual real estate licensees. Unless specified in writing, the real estate licensees involved in the transaction have not verified, and will not verify any of the information provided by Seller. Although licensed to list, sell and lease real estate, Broker(s) may not have expertise on the information in this form.

SELLER SHALL RESPOND TO EACH AND EVERY QUESTION BELOW

For all questions below, Seller shall provide detailed explanations for all PAST and PRESENT issues, conditions, and/or problems (whether or not previous efforts have been made to correct the issues, conditions and/or problems). Seller shall also attach a copy of all requested Documents as that term is defined below. Please attach additional pages if necessary.

PART I. DEFINITION OF TERMS: When there are terms in any of the questions that start with a capital letter, refer to the full definitions listed below and/or as defined in each question, so as to respond as completely as possible.

The term "**Disclosures**" in this form includes but is not limited to the Transfer Disclosure Statement (TDS), Supplemental Sellers Checklist (SSC), Seller Property Questionnaire (SPQ), Exempt Seller Disclosure (ESD), Natural Hazard Disclosure Statement (NHDS), Lead Addendum, Agent Visual Inspection, or any other written statement of knowledge about the Property completed by anyone.

The term "**Reports**" in this form includes but is not limited to structural pest, general home inspection, contractor inspection, geological or soils report, roof, pool/spa, septic, well, chimney, engineering, safety, lead and other environmental hazards or any other report or study regarding component(s) or issues, conditions and/or problems with any aspect of the Property.

The term "**Documents**" in this form includes but is not limited to notices, letters or rulings from any governmental entity, Reports, Disclosures, proposals, bids, estimates, invoices, billing statements, contracts, plans, drawings, videos, photographs, pictures in any format, warranties, information and operational manuals, permits, letters, and/or electronic communications including emails and social media postings in Seller's possession.

The term "**Work**" in this form includes, but not limited to, any alterations, improvements, modifications, additions, remediations, renovations, corrections and/or repairs made to the Property whether or not there are or were any issues, conditions and or problems with the Property.

The term "**Maintenance**" or "**Maintain**" in this form includes but is not limited to any Work or necessary tasks that are ongoing and/or repeated over any period of time in order to avoid or prevent issues, conditions or problems with the Property, any components of the Property, or any equipment at the Property from occurring or recurring.

PART II. DISCLOSURES AND REPORTS (please refer to Definitions of Disclosures/Reports in Part I):

A. Do you have any Disclosures and/or Reports regarding the Property that you received before or prior to your ownership of the Property? YES NO
If Yes, attach all Disclosures and/or Reports.

B. Do you have any Reports regarding the Property that you have received during your ownership? YES NO
If Yes, attach all Reports

Seller's Initials: (GMF) (FSO)

Buyer's Initials: (_____) (_____)

PART III. ALTERATIONS, IMPROVEMENTS, REMEDIATIONS, MODIFICATIONS, ADDITIONS, CORRECTIONS AND/OR REPAIRS ("WORK") (please refer to Definition of Work in Part I):

A. Do you have any Documents (including but not limited to permits) regarding any Work done on and/or at the Property before or prior to your ownership. **If Seller does not have a copy of any or all permits, Buyer may obtain the information from the contractor(s) listed in IIIB below.** YES NO
If Yes, attach those Documents.

B. Aside from any information that is contained in the Documents that you are providing, do you have any additional knowledge about Work done on the Property before or prior to your ownership? YES NO
If Yes, state:

What Work was done (attach additional pages if necessary)?	Permits obtained?	Permits Finalized?
1. _____	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
2. _____	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
3. _____	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

For all Work listed above in IIIB (or on any additional pages), please state the following:

Who performed the Work & their contact information?	Were they licensed?
1. _____	YES <input type="checkbox"/> NO <input type="checkbox"/>
2. _____	YES <input type="checkbox"/> NO <input type="checkbox"/>
3. _____	YES <input type="checkbox"/> NO <input type="checkbox"/>

C. Do you have any Documents (including but not limited to permits) regarding any Work done on and/or at the Property during your ownership. **If Seller does not have a copy of any or all permits, Buyer may obtain the information from the contractor(s) listed in IIID below.** YES NO
If Yes, attach those Documents.

D. Aside from any information that is contained in the Documents that you are providing, do you have any additional knowledge about Work done on the Property during your ownership? YES NO

What Work was done (attach additional pages if necessary)?	Permits obtained?	Permits Finalized?
1. <u>Water Heater Replacement 8/2021</u>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
2. <u>3rd FLOOR AC REPAIRED 6/2023</u>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
3. <u>5 gallon water heater installed in bathroom</u>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

For all Work listed above in IIID (or on any additional pages), please state the following:

Who performed the Work & their contact information?	Were they licensed?
1. <u>Shoreway Plumbing 650-257-3418 (accounting)</u>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
2. <u>I don't remember who fixed the upstairs AC</u>	YES <input type="checkbox"/> NO <input type="checkbox"/>
3. <u>Owner installed - Steven Ostenberg</u>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

E. Was the Property built before 1978? YES NO
If Yes, answer all of the following 4 questions:

- Are you aware if any Work on the Property was done to lead-based paint surfaces? YES NO
- If Yes to E1, are you aware whether the Work was done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule that went into effect in 2010? YES NO

3. If Yes to E1, state the following: (a) who performed the Work on lead-based paint surfaces and their contact information; (b) when was the Work performed; (c) was the Work completed; (d) the location of each lead-based paint surface where Work was performed; (e) are there any other lead-based paint surfaces where Work has not been performed?

4. Do you have any Documents relating to the past or current existence of and/or Work on lead-based paint surfaces on the Property? YES NO

If Yes, attach all Documents relating to past or current existence of and/or Work on lead-based paint surfaces on the Property. See also the California Residential Environmental Hazards Booklet.

F. Have you experienced any issues, conditions and/or problems with the Work described in PART III Sections A, B, C, D and/or E? YES NO

If Yes, provide all of the following information for each issue, condition and/or problem (Attach additional pages if necessary):

1. What was the nature of the issues, conditions and/or problems? _____

Seller's Initials: (GM) (ES)

Buyer's Initials: (_____) (_____)

- 2. What steps were taken to correct the issues, conditions and/or problems? _____
- 3. What Work was done? _____
- 4. Who did the Work? _____
- 5. Was the person/entity who did the Work licensed? YES NO
If Yes, what type of license? _____
- 6. When was the Work done? _____
- 7. How often was the Work done? _____
- 8. Were permits obtained for the Work? YES NO
- 9. If Yes, were the permits finalized? YES NO
- 10. Do you have any Documents relating to issues, conditions and/or problems described in any of the Questions in Sections F-I through F-10? YES NO
If Yes, attach all Documents.

PART IV. MAINTENANCE (please refer to Definition of Maintenance/Maintain in Part I):

- A. Describe what you and/or others on your behalf (e.g., manufacturers, professionals, handymen, etc.) have done to Maintain the Property: _____
- B. Are you aware of any Maintenance that has been recommended by anyone (including any former owner) and/or is required to be performed on any aspect of the Property? YES NO
If Yes, state what Maintenance has been recommended and/or done: _____
- C. Are you aware of any Maintenance that has **not** been done on the Property or was deferred? YES NO
If Yes, state what Maintenance has **not** been done or was deferred: HOA BOARD DEFERRED FUMIGATION OF BUILDINGS FROM RESERVE STUDIES RECOMMENDATION FOR 2 yrs.
- D. Attach all Documents regarding any MAINTENANCE whether MAINTENANCE was done or was not done.

PART V. SPECIFIC SELLER DISCLOSURES:

- A. **WATER INTRUSION.** (Including but not limited to leaks, moisture and/or persistent dampness, whether or not the area dried out):
 - 1. Are you aware of or have you experienced any Water Intrusion into, from and/or through any aspect of the Property? YES NO
If Yes, check all applicable locations:
 - Roofs and/or gutters over any structure Attics Decks and/or balconies irrespective of location
 - Skylights and/or windows Siding Doors Interior of any structure Floors and/or flooring surfaces
 - Basements and/or crawl spaces OTHER _____
 - 2. For each of the areas where there has been Water Intrusion, describe all of the following: (a) what type of Water Intrusion; (b) the frequency of the Water Intrusion; (c) what damage occurred, if any; (d) what Work was done; (e) who did the Work and when; (f) if Work was done, did the Water Intrusion recur? _____
 - 3. Attach all Documents regarding any past or current WATER INTRUSION.

- B. **SURFACE/SUBSURFACE WATER/MOISTURE CONTROL.** Are you aware of or have you experienced and/or used any of the following:

	Your Property	Adjacent Property
1. Standing/ponding water?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
2. Flooding?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
3. Surface or subsurface streams, creeks, springs, aquifers?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
4. High water table?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
5. Drainage system, sub-drain/French drain/curtain drain?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
6. Sump-pump(s)?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

Seller's Initials: (GMF) (SO)

Buyer's Initials: () ()

- 7. Sub-area basement fan(s)? YES NO YES NO
- 8. Moisture barrier(s)? YES NO YES NO
- 9. Water run-off to or from your Property? YES NO YES NO
- 10. Any required storm water management, retention and/or dispersion mechanism? YES NO YES NO
- 11. Any other water issues, conditions and/or problems? YES NO YES NO

If Yes to any of the Questions in Sections B-1 through B-11, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions or problems recur? _____

Attach all Documents regarding any past and/or current **SURFACE/SUBSURFACE WATER/MOISTURE CONTROL.**

C. CRACKS, SETTLEMENT, MOVEMENT, SLIPPAGE OR INSTABILITY.

1. Are you aware of past or present (whether or not Work was performed) exterior and/or interior **CRACKS** in any of the following (**check all that apply**): Foundation Steps Stairs Patios Decks Balconies Basement Crawlspace Boundary walls Retaining walls Walkways Sidewalks Driveways Chimney(s) Ceilings Beams Doorways Interior walls Exterior walls Floors Slabs Hardscape OTHER _____ **NONE**

If Yes, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions and/or problems recur? _____

Attach all Documents regarding any past and/or current **CRACKS.**

2. Are you aware of past or present (whether or not Work was performed) **SETTLEMENT, MOVEMENT, SLIPPAGE OR INSTABILITY** in any of the following (**check all that apply**): Foundation Steps Stairs Patios Decks Balconies Basement Crawlspace Boundary walls Retaining walls Walkways Sidewalks Driveways Chimney(s) Ceilings Beams Doorways Interior walls Exterior walls Floors Slabs Hardscape OTHER _____ **NONE**

If Yes, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? _____

Attach all Documents regarding any past and/or current **SETTLEMENT, MOVEMENT, SLIPPAGE OR INSTABILITY.**

3. Are you aware of the past and/or current use of any of the following **DEVICES (If Yes, check all that apply)**: Foundation jacks Foundation pier supports Shims OTHER _____ **NONE**

If Yes to any of the Questions in Section C-1 through C-3, describe all of the following: (a) the issues, conditions and/or problems which necessitated each device; (b) the specific location of each device; (c) who installed or used each device and when; (d) when was each device installed or used; (e) did any of the issues, conditions and/or problems recur? _____

Attach all Documents regarding any past and/or current **DEVICES.**

D. SOILS. Are you aware of or have you experienced any issues, conditions and/or problems with the following:

- | | Your Property | | Adjacent Property | |
|-------------------------------------------------------------|------------------------------|----------------------------------------|------------------------------|----------------------------------------|
| 1. Landfill (of any material)? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| 2. Grading? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| 3. Compaction? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| 4. Cut and fill? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| 5. Landslide? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| 6. Earth movement, slippage or sliding? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| 7. Earth Settlement? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| 8. Erosion? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| 9. Any other soil issues, conditions and/or problems? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |

If Yes to any of the Questions in Section D-1 through D-9, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions and/or problems recur? _____

Seller's Initials: (GW) (SO)

Buyer's Initials: (_____) (_____)

Attach all Documents regarding any past and/or current **SOILS** issues, conditions and/or problems.

E. EXTERIOR ELEMENTS. Are you aware of the following (If Yes, check all that apply):

- 1. Repair, restoration, replacement (full or partial) of any of the following: Roof Gutters Downspouts Eaves Awnings Skylights Steps Stairs Patios Decks Balconies Siding Windows Hardspace OTHER _____ NONE
- 2. Blockages in Gutters Downspouts OTHER _____ NONE

If Yes to any of the Questions in Section E-1 through E-2, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions and/or problems recur?

Attach all Documents regarding any past and/or current issues, conditions and/or problems with **EXTERIOR ELEMENTS**.

F. INTERIOR ELEMENTS. Are you aware of or have you experienced any issues, conditions and/or problems with the following:

- 1. Squeaking, sloping or out-of-level floors? YES NO
- 2. Stains, scratches, discoloration, warping, cupping, chipping, cracking, sponginess, or other defects (including those covered by rugs or furnishings) relating to wood, tile, linoleum, stone or any other flooring surface? YES NO
- 3. Carpets that are damaged or defective (e.g., stains, spots, tears or odors)? YES NO
- 4. Windows and/or doors that stick or bind, are out of plumb, fail to latch, fail to open or close with relative ease, or that otherwise fail to operate properly (whether continuously or seasonally)? YES NO
- 5. Windows and/or doors that are drafty and/or emit noise caused by wind? YES NO
- 6. Glass in any window, skylight, door (including shower door), or other feature or component of the property that is not "safety glass"? YES NO
- 7. Glass in any window, skylight, door (including shower door), or other feature or component of the property that is cracked, chipped or broken? YES NO
- 8. Seal failure or other defect in any multi-pane, thermo-pane windows or skylights? YES NO
- 9. Shutters (interior), blinds and/or other window coverings that are damaged or defective (e.g. stains, spots, tears, odors, and/or malfunctions)? YES NO

If Yes to any of the Questions in Sections F-1 through F-9, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions and/or problems recur?

The window in the family room doesn't push easy.

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the **INTERIOR ELEMENTS**.

G. HEATING SYSTEM(S) (including but not limited to the furnace, other equipment generating or providing heat, thermostat, registers, heat pumps, vents and/or duct work). If there are multiple systems and/or multiple zones, specify which system and devices are referenced in response to each of the following Questions:

- 1. Describe the type of Heating System(s) in the Property including the source of heat, such as electricity, gas, propane or any other source: DUAL ZONE GAS FURNACE
- 2. Have you ever used any supplemental heating devices (e.g. space heaters)? YES NO
If Yes, state which room(s) and frequency of use: _____
- 3. What is the approximate age of the heating system(s)? Years: 16 YRS
- 4. When was the Heating System(s) last serviced and by whom? Date: _____
By: _____
- 5. Are there any rooms or areas in the structure that are not directly served by the Heating System(s) and/or are not adequately heated by the Heating System(s)? YES NO
- 6. Are you aware of any issues, conditions or problems with any aspect of the Heating System(s)? YES NO
- 7. Are you aware of any aspect of the Heating System(s) that has not been used in the last twelve (12) months? YES NO

If Yes to any Questions in Sections G-5,G-6 and/or G-7 describe all of the following: (a) the issues, conditions and/or problems (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions and/or problems recur?

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the **HEATING SYSTEM(S)**.

H. AIR CONDITIONING ("A/C") SYSTEM(S) (including but not limited to the compressor, other equipment generating cool air, thermostat, registers, vents and/or duct work). If there are multiple systems and/or multiple zones, specify which system

Seller's Initials: (OWT)

Buyer's Initials: () ()

and devices are referenced in response to each of the following questions: Not Applicable - Property does not have A/C

- 1. Describe the type of Air Conditioning System(s) in the Property including the power source, such as electricity, propane or any other source: DUAL ZONE ELECTRIC
- 2. Have you ever used any supplemental devices to cool the Property (e.g. fans)? YES NO
If Yes, state in which room(s) and frequency of use: _____
- 3. What is the approximate age of the Air Conditioning System(s)? Years 16 YRS
- 4. When was the Air Conditioning System(s) last serviced and by whom? Date: 7/2023 By: AHC STICKER
- 5. Are there any rooms or areas in the structure that are not directly served by the Air Conditioning System(s) and/or are not adequately cooled by the Air Conditioning System(s)? YES NO
- 6. Are you aware of any issues, conditions and/or problems with any aspect of the Air Conditioning System(s)? YES NO
- 7. Are you aware of any aspect of the Air Conditioning System(s) that has not been used in the last twelve (12) months? YES NO

If Yes to any Questions in Sections H-5, H-6 and/or H-7, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions and/or problems recur? _____

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the AIR CONDITIONING SYSTEM(S).

I. ELECTRICAL SYSTEM(S), FIXTURES AND APPLIANCES (including but not limited to the transformer, meter, panel, circuit breakers, fuses, circuits, wiring, control panels or instruments, switches, receptacles, fixtures, and appliances):

Are you aware of or have you experienced any issues, conditions and/or problems with any of the following aspects of the Electrical System(s):

- 1. The installation, repair, or Work performed to that system(s) by you or by any other person or company? YES NO
- 2. Failure of any component of the Electrical System(s)? YES NO
- 3. Any non-functioning switches, outlets or receptacles? YES NO
- 4. Any lights that are non-functioning, flickering and/or dimming? YES NO
- 5. Blown fuses, tripped circuit breakers, GFI button trips, arcing, and/or shorting? YES NO
- 6. Any ungrounded outlets, switches or other electrical fixtures? YES NO
- 7. Shorts, ground or arc faults, overloading, and/or poor circuit wire connections? YES NO
- 8. Any fixture, appliance, or any other aspect of the Electrical System(s) that has not been used within the past twelve (12) months? YES NO
- 9. Any fixtures or appliances that are not visible (such as central vacuums) whether or not those fixtures or appliances are operable? YES NO
- 10. Any type of back-up generator or electrical storage device in use at the Property at any time? YES NO

If Yes to any of the Questions in Sections I-1 through I-10, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur?

#10 - DURING A CITY POWER OUTAGE WE USED A YETI 1000W BATTERY

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the ELECTRICAL SYSTEM(S).

J. SOLAR/PHOTOVOLTAIC AND SUPPLEMENTAL ELECTRICAL SYSTEMS. (including but not limited to fixed or movable panels, mounting racks, cabling, array disconnect panel, inverter, battery storage, meters, portable or permanently installed generators, panels, switches, networked/connected systems.

- 1. Is there any Solar/Photovoltaic and Supplemental Electrical System(s) used at the Property or any component thereof? YES NO

If Yes, check all applicable boxes: Owned Leased Financed Power Purchase Agreement

If Yes, state the name of the company with the Lease, Lien and/or Power Purchase Agreement: _____

Attach a copy of all applicable documents (e.g., contracts, leases, notes, security instruments, tax bills, etc.)

- 2. Detail all applicable fees and costs related to the Solar/Photovoltaic and Supplemental Electrical System(s)
 - Any liens secured by the Property? YES NO If Yes, state balance \$ _____
 - Any fees detailed on a property tax bill? YES NO
 - Any monthly fees and costs? YES NO If Yes, state amount \$ _____
 - Any costs to own rather lease the system(s)? YES NO If Yes, state amount \$ _____
 - Any transfer fee? YES NO If Yes, state amount \$ _____

Seller's Initials: (GMF SA)

Buyer's Initials: (_____) (_____)

FOR THE REFRIGERATOR.

3. Are you aware of or have you experienced any issues, conditions and/or problems with the use, leasing or ownership of the Solar/Photovoltaic and Supplemental Electrical System(s)? YES NO
 If **Yes**, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems;
 (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions and/or problems recur? _____

Attach all Documents regarding any past and/or current issues, conditions or problems with the **SOLAR/PHOTOVOLTAIC AND SUPPLEMENTAL ELECTRICAL SYSTEMS.**

K. COMMUNICATION DEVICE(S); ENTERTAINMENT DEVICE(S); SECURITY SYSTEM(S).

1. TELEPHONE SERVICE. Your Phone service is provided by (check all that apply): Land Line Cellular Satellite Internet (e.g. VOIP) Other _____ NONE

Identify your phone service provider(s): _____
 Have you investigated alternative Service Provider(s) YES NO
 If **YES**, identify the results of that investigation _____

2. INTERNET SERVICE. Your Internet service at the Property is provided by (check all that apply): Cable DSL Fiber Optic Cellular Phone Service Satellite Other _____ NONE

Identify your Internet Service Provider(s) (e.g., cable, satellite, telephone, etc): AT&T
 Have you investigated alternative Service Provider(s) YES NO
 If **YES**, identify the results of that investigation _____

3. TELEVISION SERVICE. Your Television service/reception at the Property is provided by (check all that apply): Cable DSL Fiber Optic Cable Antenna Satellite/Dish Other _____ NONE

Identify your television Service Provider(s) (e.g., cable, satellite, telephone, etc): _____
 Have you investigated alternative Service Provider(s) YES NO
 If **YES**, identify the results of that investigation _____

4. COMMUNICATION & DATA. Is the Property wired with any of the following (check all that apply):
 TV (coaxial) Cable Computer Networking Cable Fiber Optic Cable Data Line OTHER _____ NONE

If you checked any box in K-4, for each type of wiring/cable, state which rooms at the Property have outlets:
LIVING ROOM: FIBER, CAT5, COAX; ALL BED ROOMS AND FAMILY ROOM: COAX, CAT 5
 Have you investigated alternative systems(s) YES NO
 If **YES**, identify the results of that investigation _____

5. HOME AUTOMATION AND SECURITY. Is the Property equipped with any of the following Home Automated or Smart Devices or Systems including, but not limited to, WiFi, Bluetooth, Cable or Hardwire Connected Devices?
 (check all that apply):

- Security Cameras Intrusion/Motion Detection Video/Audio Doorbells Locks Intercom
 Door/Gate/Garage Door Control Thermostat/Climate Control Interior Lighting Window Coverings
 Skylights Audio/Video Entertainment Control Switches Landscape features (irrigation, lighting, water features)
 Awnings Appliances (specify: _____) Other _____ NONE

Is any additional equipment required to operate the listed devices or systems above YES NO
 If you checked "Yes", specify what equipment is needed: _____
 Identify your Home Automation Service Provider(s) _____
 Have you investigated alternative Service Provider(s) YES NO
 If **YES**, identify the results of that investigation _____

(a) If you checked any box in Section K-5, are any of these systems leased (rather than owned)?.. YES NO
 If **Yes**, attach all Documents regarding the lease(s).

(b) If you checked any box in Section K-5, are any of these systems monitored offsite by a company? YES NO

(c) If you checked "Yes" to Sections K-5a and/or K-5b, identify the company(ies) and attach all Documents regarding the leasing and/or offsite company(ies): _____

Seller's Initials: (GMS) Buyer's Initials: (____)(____)

6. ISSUES, CONDITIONS, PROBLEMS AND/OR LIMITATIONS:

(a) Have you had any ongoing or recurring issues, conditions and/or problems with the use, capacity or service of any of the devices or systems in any Questions in Sections K-1 through K-5? YES [] NO [X]

If Yes, describe in detail: (1) all such issues, conditions, and/or problems; (2) the frequency of the issues, conditions and/or problems; (3) what corrective Work was done and by whom; and (4) if Work was done, did any of the issues, conditions and/or problems recur? Attach all Documents.

(b) Are you aware of any limitations or restrictions applicable to the installation/wiring, availability, capacity, number and location, and/or use of any of the items or systems at the Property that are listed in any of the Questions in Sections K-1 through K-5 whether or not you own or lease those items? YES [] NO [X]

If Yes, describe in detail all such limitations or restrictions and attach all Documents.

L. NATURAL GAS AND/OR PROPANE:

Are you aware of any appliances or devices that use natural gas and/or propane on or for the Property? YES [X] NO []

If Yes, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions and/or problems recur? There IS gas going to the stove/oven combo and the clothes dryer. NO ISSUES on any.

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the use of NATURAL GAS AND/OR PROPANE.

M. WATER SUPPLY AND/OR WATER PLUMBING SYSTEM(S) (including but not limited to water supply lines, meters, shutoff valves, pipes, overflow pipes, drains, outlets, traps, cleanout plugs, vents, faucets, fixtures, toilets, sinks, tubs, showers, thermostats, and control panels):

1. Are you aware of any past or current issues, conditions and/or problems with the Water Supply and/or the Water Plumbing System(s)? YES [] NO [X]

2. The installation, repair, or Work performed to the Water Supply and/or the Water Plumbing System(s) by you or by any other person or company? YES [] NO [X]

3. Failure of any component of the Water Supply and/or the Water Plumbing System(s) YES [] NO [X]

4. Are you aware of any plumbed appliances (for example, refrigerator ice maker/water dispenser, instant hot water dispenser) that have failed to operate in any way? YES [] NO [X]

5. Are you aware of any component of the Water Supply, including plumbed appliances, or Water Plumbing System(s) that have not been used within the last twelve (12) months? YES [] NO [X]

6. Are you aware of any past or current water pipe leakage either within the structure and/or on the on the Property? YES [] NO [X]

7. Are you aware of any past and/or present:

(a) High or low water pressure problems at the Property? YES [] NO [X]

(b) Any problem with the water supply, purity, quality, taste or odor? YES [] NO [X]

(c) Excessive delays in drawing hot water to any faucet? YES [] NO [X]

(d) Any rust, sediment, cloudiness or discoloration in the water? YES [] NO [X]

(e) Any slow draining sinks, tubs and/or showers? YES [] NO [X]

(f) Any toilets that run continuously or on their own? YES [] NO [X]

(g) Any fluoridation or other chemical substances added to the water supply? YES [] NO [X]

8. Are you aware of any past and/or current device(s) and/or system(s) being used at the Property?

(a) Water softener YES [] NO [X]

(b) Water purification system(s) YES [] NO [X]

(c) Hot water circulating system YES [] NO [X]

If Yes to any of the devices and/or systems listed in Question M-8, state how long each device and/or system has been at the Property, whether they are still at the Property, and whether they are still functional:

9. What are the Water Supply lines made of (check all that apply)?

[X] Copper [] Galvanized [] Plastic [] OTHER

Describe the type of material(s) for the Water Supply lines and state the specific location(s) of each different type of material(s): Copper in garage.

Seller's Initials: (GWS) (SA)

Buyer's Initials: () ()

If Yes to Questions in Sections M-1 through M-8, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions or problems recur? _____

Attach all Documents regarding any past and/or current issues, conditions or problems with the **WATER SUPPLY AND/OR WATER PLUMBING SYSTEM(S)**.

N. WATER CONSERVING PLUMBING FIXTURES. Since January 1, 2017, Sellers of residential property of 1 to 4 units built before January 1, 1994, must disclose if they are aware of any noncompliant plumbing fixtures. Noncompliant water fixtures are defined in Civil Code Section 1101.3 as any of the following: (a) any toilet manufactured to use more than 1.6 gallons of water per flush; (b) any urinal manufactured to use more than 1 gallon of water per flush; (c) any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute; and/or (d) any interior faucet that emits more than 2.2 gallons of water per minute. **NOT APPLICABLE - House Built After January 1, 1994**

Are you, Seller, aware of any plumbing fixtures on the Property that are non-compliant as defined by Civil Code Section 1101.3 above? YES NO

If Yes, explain in detail your knowledge: _____

O. WELL/PRIVATE WATER SYSTEM. Not Applicable if Applicable, attach PRDS Well/Private Water System Checklist.

P. SEWER SYSTEM (including but is not limited to sewer lines, waste water lines, sewer laterals, traps, cleanout plugs, vents, drains, toilets, tubs, kitchen and bathroom sinks):

1. Are you aware of any sewer clean-outs? YES NO

If Yes, identify the number and exact location of each sewer clean-out one in front of the garage

2. Are you aware of any Work, including but not limited to, snaking or rooting of the Sewer System within the last 5 years? YES NO

3. Are you aware of any past and/or present blockage, backup, overflow or any other failure of the Sewer System? YES NO

4. Are you aware of any current or contemplated government-imposed inspection, repair or upgrade requirements (for example, sewer lateral tests) applicable to the Property? YES NO

5. Are you aware of any booster or other pump system/equipment installed at the Property related to the Sewer System? YES NO

6. Have you ever been notified or advised by anyone that any aspect of the Sewer System is offset, displaced, collapsing or in need of repair or replacement? YES NO

If Yes to any questions in Sections P-2 through P-6, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions or problems recur? _____

#3 I heard at a HOA Board meeting another building had a sewer backup that was fixed.
Attach all Documents regarding any past and/or current issues, conditions and/or problems with the use of the **SEWER SYSTEM.** fixed

Q. SEPTIC SYSTEM (including but not limited to the septic tank, leach lines, drain fields, and all related equipment/components. **NOT APPLICABLE**

1. Are you aware of the material (for example, concrete, redwood) used to construct the septic tank? YES NO
If Yes, describe the material used: _____

2. How frequently has the septic tank been pumped in the last five years? _____

3. When was the last time the septic tank was pumped? _____ By whom? _____

4. Are you aware of any septic clean-outs? YES NO

If Yes, identify the number and exact location of each septic clean-out _____

5. Are you aware of any past and/or present blockage, backup, overflow or other issues, conditions or problems with the septic system? YES NO

6. Are you aware of any booster or other pump system/equipment installed at the Property related to the septic system? YES NO

7. Have you ever been notified or advised by anyone that any part of the septic system needs replacement or repair? YES NO

8. Have you been advised by anyone either orally or in a Disclosure, Report or other Document that the current septic system may preclude or limit development of the Property and/or expansion of any structure on the Property? YES NO

Seller's Initials: (GMF) (SL)

Buyer's Initials: (_____) (_____)

- 9. Have you been advised by anyone either orally or in a Disclosure, Report or other Document that the soils conditions may preclude or limit development of the Property and/or expansion of the septic system and/or any structure on the Property? YES NO
 - 10. Are you aware of any current or contemplated governmental plans, measures or requirements that may require hook-up or conversion to a public sewer system? YES NO
 - 11. Are you aware of any current or contemplated governmental plans, measures or requirements that may require that the septic system be inspected, replaced and/or upgraded? YES NO
- If Yes to any Questions in Sections Q-5 through Q-11, describe all of the following:** (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions or problems recur? _____

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the use of the **SEPTIC SYSTEM**.

R. LANDSCAPING/IRRIGATION:

- 1. Does the Property have any of the following:
 - a. A sprinkler system YES NO
If Yes, describe type(s) and location: Manual - Where _____
 Automatic - Where _____
 - b. A drip system YES NO
If Yes, describe type(s) and location: Manual - Where _____
 Automatic - Where _____
 - c. Exterior landscape lighting YES NO
If Yes, describe location: _____
 - d. A pond, waterfall, or other decorative water-related feature YES NO
If Yes, describe location: _____
 - e. Any play structures YES NO
If Yes, describe location and anchoring system/mechanism: _____
- 2. Are you aware of any past or existing issues, conditions and/or problems with any of the items listed in **Section R-1**? YES NO
- 3. Are you aware of any Work performed on any of the items listed in **Section R-1**? YES NO
- 4. Are you aware of any water from the sprinklers or other items in **Section R-1** that direct water onto any siding, window or other surface of the structure? YES NO
- 5. Are you aware of any diseases or infestations affecting trees, plants or planted ground cover on the Property or adjoining properties? YES NO

If Yes to any Questions in Sections R-2 through R-5, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions and/or problems recur? _____

#2 has reported a sprinkler need fixing.

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the existence or use of the **LANDSCAPING/IRRIGATION**.

S. SWIMMING POOL/SPA:

NOT APPLICABLE

- 1. Does the Swimming Pool have a Heating System? YES NO
If Yes: (a) Identify the type: Electric Solar Gas Other _____
 (b) Identify when it was last used: _____
- 2. Does the Spa have a Heating System? YES NO
If Yes: (a) Identify the type: Electric Solar Gas Other _____
 (b) Identify when it was last used: _____
- 3. Identify the current Swimming Pool/Spa service provider and cost & frequency of service **NONE**
- 4. Are you aware of any issues, conditions and/or problems with any of the following (**check all that apply**)?

Seller's Initials: (^{Initial} GMF ^{DS} SA)

Buyer's Initials: (_____) (_____)

- water leakage from pool or spa low water levels for pool or spa pool and/or spa related-equipment
 - pool and/or spa surfaces decking or coping heating system for pool and/or spa
 - lighting, ladders, slides or diving boards pool and/or spa covers or enclosures pool and/or spa alarms
 - Other _____
- YES NO

If Yes to anything listed in Section S-4, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions or problems recur? _____

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the use of The **SWIMMING POOL/SPA**.

T. ANIMALS:

1. Are you aware of past and/or current presence at the Property or in the neighborhood of any of the following **(check all that apply)**: horses cattle/sheep/goats pigs/wild boars mountain lions bobcats feral or other cats coyotes/wolves/dogs deer bears raccoons/possums/skunks gophers/moles/voles bats rats/squirrels/other rodents turkeys/roosters/chickens/ducks/geese crows/ pigeons/hawks/other birds snakes/lizards frogs/toads/salamanders bees/wasps ants/spiders/other insects snails/slugs noise or odor-generating pests/birds or any other type of animal Other(s) _____ **NONE**

For each box checked in Section T-1, provide detailed explanation(s): Roofrats in 6 out of 15 units (not ours) in 2022, Exclusions/tree trimming and traps for remediation. We have in exhaust duct of our unit this year, removal and repairs done, ants we do ourselves

2. Are you aware of any pets and/or other animals having been at the Property at any time? _____ YES NO
If Yes, identify type or breed, number and when they were present at the Property: _____

3. Are you aware of any animal urine, feces, spray or other discharge coming into contact with any walls, flooring, carpets/pads or other interior surfaces? _____ YES NO
4. Are you aware of any staining, spotting, discoloration, warping, scratches or any other damage to any interior surfaces related to animals (including but not limited to the areas identified in **Section T-3**)? _____ YES NO
5. Are you aware of any animal-related odors at the Property at any time of the years even if only seasonal (e.g. during warm temperatures)? _____ YES NO
6. Are you aware of any animals/pets buried on the Property? _____ YES NO
7. Are you aware of any complaints or governmental notices regarding animals/pets at or on the Property? _____ YES NO

If Yes to any Questions in Sections T-1 through T-7 describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? _____

Attach all Documents regarding any past and/or current issues, conditions and/or problems with **ANIMALS**.

U. NEIGHBORHOOD ISSUES, CONDITIONS AND/OR PROBLEMS:

1. Are you aware of any past and/or current **NOISE** and/or **ODOR** related to any of the following which are or have been noticeable at the Property **(check all that apply)**? vehicular traffic railroad/train/light rail/BART/other rail traffic schools/parks aircraft (note: a city-mandated disclosure may be required) construction activity business/recreational/commercial or other institutional facilities (for example, daycare, residential care, religious meeting sites) entertainment complexes/amphitheaters or other venues music/ shouting/parties/sporting or other activities events/gatherings/traditions (for example, parades, block parties, holiday decorations, sporting events) neighbors dogs, cats, birds or other animals power lines/transformers/other electrical power equipment air conditioners/appliances/generators/pool equipment adjacent properties/common walls/floors/common areas (e.g. condominiums, PUD) Other neighborhood sources of **NOISE** and/or **ODOR**: Noise from neighbor power washing car every 2-3 weeks **NONE**

For each box checked in Section U-1, provide detailed explanation: The rest common to the area since we are close to Shoreline Amphitheater and SJC.

2. Are you aware of any neighborhood issues, conditions and/or problems with any of the following whether past or present, on or near the Property **(check all that apply)**? in-home businesses local businesses

Seller's Initials: (^{Initial} GM) (^{DS} SO)

Buyer's Initials: (_____) (_____)

- schools religious facilities entertainment or sporting venues traffic congestion or excessive speed
- hampered driveway ingress or egress limited/restricted/congested on-street parking
- periodic or seasonal limitations on parking periodic or seasonal traffic congestion loitering
- littering Other Noise from shoreline Amphitheater NONE

For each box checked in Section U-2, provide detailed explanation:

- 3. Is the Property located on or near a bus route/stop? YES NO
- 4. Are you aware of any ongoing, planned or proposed construction at, on, or within any neighboring property or private/public facility, roadways or rights of way? YES NO
- 5. Are you aware of any burglaries, assaults or other crimes in the neighborhood? YES NO
- 6. Are you aware of any modifications or other changes to any aspect of the structures and/or the land anywhere in the neighborhood for purposes of cultivating marijuana or other crops? YES NO
- 7. Have you attended any meetings or had any discussions with neighbors or others regarding any neighborhood issues, conditions and/or problems? YES NO
- 8. Are you aware of any complaints to police or other governmental authorities regarding any neighborhood issues, conditions and/or problems? YES NO
- 9. Are you aware of any other neighborhood issues, conditions and/or problems that are not detailed above? YES NO

If Yes to any Questions in Sections U-4 through U-9, provide detailed explanation: #4 - Toyota is constructing their new facility across from the back of our neighborhood. #7 - Home owners have gathered to complain about our old property management company. That company has been replaced. The new one is much better.

Attach all Documents regarding any past and/or current NEIGHBORHOOD ISSUES, CONDITIONS AND PROBLEMS.

V. ENVIRONMENTAL ISSUES, CONDITIONS AND/OR PROBLEMS. Are you aware of any past and/or current issues, conditions and/or problems on or near the Property regarding any of the following (see also Part III - E above re lead):

- 1. Asbestos (e.g. in ceiling material, flooring, insulation, furnace ducting or flues)? YES NO
- 2. Mold, mildew, fungus or spores? YES NO
- 3. Environmental inspections or tests of air, soil and/or building materials? YES NO
- 4. Odors, whether persistent, recurrent, occasional or seasonal? YES NO
- 5. The manufacture, storage, disposal, release, use or sale of controlled substances, (e.g. methamphetamine)? YES NO
- 6. Cultivation, use and/or sale of any kind of marijuana? YES NO
- 7. The existence of any above ground or underground storage tank (e.g. fuel)? YES NO

If Yes to any Questions in Sections V-1 through V-7, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions and/or problems recur; (g) what subjects, topics and/or complaints were discussed, with whom, and what actions, if any, occurred as a result?

Attach all Documents regarding any past and/or current ENVIRONMENTAL ISSUES, CONDITIONS AND/OR PROBLEMS.

See also the California Residential Environmental Hazards Booklet.

W. GOVERNMENTAL/HOA/COMMUNITY RESTRICTIONS, ISSUES, CONDITIONS AND/OR PROBLEMS. Are you aware of any of the following whether past, existing or proposed:

- 1. Rent control or eviction control ordinance(s)? YES NO
- 2. Restriction or registration requirements on short term or vacation rentals? YES NO
- 3. Imposition of bonds, fees or assessments that may not appear on the Property tax bill? YES NO
- 4. Restrictions on the use, development or enjoyment of the Property by any governmental or non-governmental entity including but not limited to an HOA, private agreements or Court order other than those imposed by zoning laws or CC&Rs? YES NO
- 5. "Historic" or other type of preservation designation? YES NO

Seller's Initials: (GWS)

Buyer's Initials: () ()

- 6. Building, remodeling or any other type of moratoria (e.g. single story or height overlays) that could impact the Property? YES NO
- 7. Stop work orders, "red tags", orders to abate or notice of code or other violation or any illegal, unsafe, and/or dangerous condition(s)? YES NO
- 8. Government imposed requirement or order to remove brush, trees, grass or other vegetation or flammable materials at or near the Property? YES NO
- 9. Government mandated tree (or other landscaping) planting, removal, replacement, trimming or cutting restrictions? YES NO
- 10. Eminent domain, condemnation or annexation process or proceedings affecting the Property? YES NO
- 11. Construction, reconfiguration, conversion or closure of any nearby schools of any kind? YES NO
- 12. Construction, reconfiguration, conversion or closure of any nearby roadways, rights of way, traffic signals or signs? YES NO
- 13. Construction, reconfiguration, expansion, conversion or closure of any nearby parks/recreational/private or public amenities or facilities? YES NO
- 14. Are you aware of any inspection Reports on any exterior balconies, stairways or other "elevated Elements" on buildings with 3 or more units on the Property? YES NO

If Yes to any Questions in Sections W-1 through W-14, provide as much detail as possible including but not limited to (a) specificity as to the types of requirements or limitations; (b) what properties are impacted; (c) the location of existing or proposed changes; and (d) what issues, subjects and/or complaints were discussed, with whom, and what actions, if any, occurred as a result: _____

Attach all Documents regarding any past, existing and/or proposed **GOVERNMENTAL/HOA/COMMUNITY RESTRICTIONS, ISSUES, CONDITIONS AND/OR PROBLEMS.**

X. TITLE/OWNERSHIP/LITIGATION:

- 1. Do you have or do you intend to use a Power of Attorney at any time in connection with the sale of the Property? YES NO
- If Yes to Section X-1**, identify the following about that Power of Attorney: (a) who has the Authority to act on your behalf; (b) what type of Power of Attorney; (c) is the Power of Attorney notarized in California and (d) is it recorded in the same County as the Property? _____
- 2. Has a Notice of Default been recorded against the Property? YES NO
 - 3. Is the Property subject to or soon to be made subject to the jurisdiction of the Federal Bankruptcy Court? YES NO
 - 4. Are you aware of any current or possible/contemplated legal proceedings (e.g. Probate, Trust, Guardianship, Quiet Title and/or Specific Performance)? YES NO
 - 5. Are you aware of any use of the Property or any portion of the Property by non-owner at any time (e.g. using the Property for a pathway, driveway, landscaping)? YES NO
 - 6. Are you aware of any claim by a non-owner as to an ownership interest or right to possess, use or occupy the Property or any part of the Property at any time (e.g. a license or prescriptive easement)? YES NO
 - 7. Are you aware of any deed restrictions on the use or development of the Property? YES NO
 - 8. Has the Property ever been rented to anyone for any purpose? YES NO

If Yes to Section X-8, identify the following about that rental: (a) when was the Property rented; (b) by whom; (c) for what purpose; (d) for how long; and (e) who managed the Property during its rental? *#7- It is part of an HOA*

- 9. Are you aware of any lease options, lease options to purchase, right of first refusal or any other impediment of sale? YES NO
- 10. Are you aware of any lease or rental agreement that is, or is claimed to be, currently in effect? YES NO
- 11. Are any structure(s) on the Property used as a separate dwelling whether attached or detached? YES NO

If Yes, state (a) whether any such separate dwelling received a building permit, zoning approval and/or any other governmental approval as an Accessory Dwelling Unit (ADU); (b) whether the ADU has separate utilities and meters; and (c) any issues, problems, disputes, disagreements or other concerns regarding the construction, use or leasing of the ADU? _____

Seller's Initials: (GM ^{Initial} SS ^{DS})

Buyer's Initials: (_____) (_____)

- 12. Any leased or liened devices, systems or equipment not already disclosed above? YES NO
 If **Yes** to Section X-11, identify the leased or liened device(s), systems or equipment: _____
 _____ and identify the company(ies) involved _____
- 13. Are you aware of any perimeter fences, walls or other constructed or natural borders relating to the Property that may be situated off of the true boundary line? YES NO
- 14. Are you aware of any encroachment from a neighboring property onto the Property or from the Property onto a neighboring property (e.g. fences, walls, structures or other improvements)? YES NO
- 15. Are you aware of whether access to the Property is a shared driveway, a private road and/or is an easement over private or public land? YES NO
- 16. Are you aware of any disputes, disagreements or failure to perform regarding access to the Property? YES NO

If Yes to any Questions in Sections X-1 through X-16, detail your awareness of the issues above, identify all requested information and attach all Documents:

#15 - This is a planned development with shared driveways.

Y. HOMEOWNERS' INSURANCE COVERAGE AND/OR CLAIMS HISTORY:

- 1. Within the past five (5) years have there been any insurance claims made by you or anyone else relating to the Property? YES NO

If Yes to Section Y-1, identify the following information as to each claim:

Name of Claimant: _____ Approximate Date of Claim: _____

Insurance Company: _____ Policy Number: _____

Nature of the Claim: _____

If Claim was resolved, how was it resolved: _____
(If more than one claim, please indicate in Part VI.)

- 2. Within the past five (5) years, has any insurance company refused to issue or renew any policy of insurance relating to the Property? YES NO

If Yes to Section Y-2, identify the following information:

Insurance Company: _____ Approximate Date of Refusal: _____

The basis for refusal (if known): _____
(If more than one, please indicate in Part VI.)

- 3. Apart from any other insurance requirements, has your lender required you to carry flood or earthquake insurance? YES NO

If Yes to Section Y-3, identify the insurance required by your Lender: _____

If Yes to any Questions in Sections Y-1 through Y-3, attach all Documents.

Z. GENERAL AND MISCELLANEOUS ISSUES, CONDITIONS AND/OR PROBLEMS.

- 1. What is the approximate age of the structures on the Property? 16 years

- 2. How long have you owned the Property? 16 years

- 3. Is the Property situated in an unincorporated area of the County? YES NO

- 4. Are you aware of any actual, proposed, requested and/or denied reassessment of property taxes and/or other fees on the Property? YES NO

If Yes to Section Z-4, explain the details of that reassessment and attach all Documents: _____

- 5. Are you aware of any postings regarding the Property and/or the neighborhood on any community bulletin board, blogs, or any type of social media? YES NO

If Yes to Section Z-5, identify the name/location of the site and the content of any known communication and attach all Documents: _____

- 6. Are you aware of any of the following having been filled in, removed, abandoned or not in use at the Property at any time (check all that apply): septic tank/pit leach line/field oil, gas, diesel or other fuel storage tank water tank well or well-related equipment pool/spa or pool/spa related equipment stream/pond or other water collection area culverts/dams drainage ditch/system bomb shelter Other NONE

If Yes to Section Z-6, identify the location of and the reason that each item that has been filled in, removed, abandoned or is not in use at the Property and attach all Documents: _____

Seller's Initials: (GM) (SD)

Buyer's Initials: (_____) (_____)

7. Has any type of fire (including but not limited to chimney flue and electrical fire) occurred to the interior or exterior of the Property at any time? YES NO

If Yes to Section Z-7 identify (a) the type and location of any fire(s); (b) what aspect(s) of the Property were damaged; (c) any repairs that were made, or not made and (d) attach all Documents:

8. Are there any locking devices, key pads, and/or other combination locks to any doors, cabinets, drawers or mailboxes? YES NO

If Yes to Section Z-8, identify (a) the location of each locking device; (b) whether or not the keys are missing; and (c) the combinations or access codes: There is a mailbox lock and key

9. (a) Are there any garage door openers/remote controls? YES NO
(b) Do all garage door openers/remote control devices function? YES NO

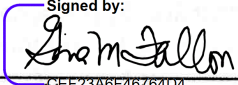
If Yes to Section Z-9(a), state the number of existing control devices: 2

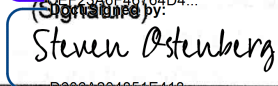
10. Has any death, natural or otherwise, of a human being occurred anywhere on the Property within the past three (3) years? YES NO

If Yes to Section Z-10, describe the manner of death:

PART VI. ADDITIONAL INFORMATION NOT OTHERWISE DISCLOSED ABOVE (use additional pages, if necessary):

SELLER CERTIFIES THAT THE INFORMATION PROVIDED IN THIS DISCLOSURE IS TRUE AND CORRECT TO THE BEST OF SELLER'S KNOWLEDGE AS OF THE DATE SIGNED BELOW AND SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS 15 PAGE DISCLOSURE:

Date: 5/21/2026 Seller: Gina M. Fallon, TTE Seller:  Signed by: Gina M. Fallon
(Print Name) (Signature)

Date: 5/21/2026 Seller: Steven D. Ostberg, TTE Seller:  Signed by: Steven D. Ostberg
(Print Name) (Signature)

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS 15 PAGE DISCLOSURE:

Date: Buyer: Buyer:
(Print Name) (Signature)

Date: Buyer: Buyer:
(Print Name) (Signature)



PRDS® REAL ESTATE AGENT'S VISUAL INSPECTION DISCLOSURE DESIGNED FOR USE WITH PRDS® FORMS



Property inspected: 2222 Raspberry Ln., Mountain View, Ca 94043 ("Property").

Inspection performed by [X] Listing Agent [] Buyer's Agent Sharon YC Lee

of Pinnacle Realty Advisors (Brokerage Company)

Date of inspection: April 21, 2026 Weather conditions: Raining

California Civil Code Section 2079, et seq., requires that the Listing agent and the Buyer's agent conduct a competent, diligent, visual inspection of the accessible areas of the real property for sale. The real estate agent must disclose the results of that visual inspection to Buyer. This duty applies whether the real estate agent represents Seller and/or Buyer. The real estate agent's duty includes an inspection of all aspects of the Property that are reasonably visible and accessible at the time of the inspection, both inside and outside of the residential structure(s).

The duty does not, however, require an inspection of the following:

- Areas that are off-site of the Property or in the surrounding neighborhood;
• Common areas of any common interest developments such as condominiums, planned unit developments and stock cooperatives;
• Public records, including zoning and permit files and/or records, maintained by any other person or entity.

The real estate agent's inspection and disclosure is not the equivalent of, nor is it a substitute for, inspections by qualified professionals. Buyer is strongly encouraged to conduct additional/further investigations and inspections regarding any issues or concerns raised in any advisories, disclosures, inspections or reports received by Buyer from any source including, but not limited to, the real estate agents involved in this transaction.

AGENT'S VISUAL INSPECTION DISCLOSURE (attach additional pages if necessary)

A. EXTERIOR:

- 1. FRONT
2. LEFT SIDE FROM STREET (if accessible)
3. RIGHT SIDE FROM STREET (if accessible)
4. BACK

B. OTHER STRUCTURES:

C. INTERIOR:

- 1. FRONT ENTRY:
2. LIVING ROOM: Combined with the dining room.
3. DINING ROOM:
4. KITCHEN: Sellers informed me that the kitchen was remodeled in 2021.
5. FAMILY ROOM:

Buyer's Initials () ()

Seller's Initials ([Signature])

Property: **2222 Raspberry Ln., Mountain View, Ca 94043**

Date: **April 28, 2026**

- 6. HALL/STAIRS: _____
- 7. BEDROOM 1: **(primary suite) In lower level.**
- 8. BEDROOM 2: _____
- 9. BEDROOM 3: _____
- 10. BEDROOM 4: **N/A**
- 11. BATHROOM 1: **(primary bath) In lower level. Crack in the vanity sink.**
- 12. BATHROOM 2: **Tile crack**
- 13. BATHROOM 3: _____
- 14. OTHER ROOM: **N/A**
- 15. OTHER ROOM: **N/A**
- 16. OTHER ROOM: **N/A**
- 17. BASEMENT: **N/A**
- 18. GARAGE/PARKING: **A car was parked and personal belongings were stored in the garage during agent's visual inspection.**
- D. OTHER OBSERVATIONS: _____

Prepared by:

Broker Company representing Seller Buyer: **Pinnacle Realty Advisors**
 Date **5/20/2026** by **Sharon YC Lee**
(Print Real Estate Agent Name) 61E9A446CD... (Real Estate Agent or Broker Signature)

Receipt of this form completed by the above-referenced real estate agent/broker is hereby acknowledged.

Buyer _____ Date _____ Buyer _____ Date _____

Seller **Gina M. Fallon** Date **5/21/2026** Seller **Steven D. Ostenberg** Date **5/21/2026**
CEf23A6F46764D4... D606A204851E418...
Gina M. Fallon, TTE **Steven D. Ostenberg, TTE**

Broker Company representing Seller Buyer: _____
(Name of Real Estate Brokerage)

Date _____ by _____
(Print Real Estate Agent Name) (Real Estate Agent or Broker Signature)



www.prdforms.com

PRDS CERTIFICATION OF COMPLIANCE WITH WATER HEATER, SMOKE ALARM AND CARBON MONOXIDE DEVICE REQUIREMENTS
DESIGNED FOR USE WITH PRDS® FORMS



Property: _____ 2222 Raspberry Lane, Mountain View, CA 94043

WATER HEATER COMPLIANCE

For purposes of reducing the serious threat of fire, explosion or electrocution resulting from water heaters that may overturn or suffer damage in an earthquake, California Health and Safety Code sections 19211 and 19212 require that all water heaters, whether new or old, be braced, anchored or strapped to resist falling or horizontal displacement due to seismic motion. **There are no exceptions to this requirement.** Compliance must be certified at the point of transfer of title or at the commencement of the Lease.

While the California Plumbing Code provides specific guidance as to the manner and means of securing water heaters, Seller/Owner is advised that different or additional requirements may be imposed by local ordinance. Seller/Owner is, therefore, encouraged to inquire of local code enforcement officers in regard thereto and to engage a competent plumber or other building professional to undertake any needed action and to assure compliance.

Seller/Owner hereby certifies that the Property is presently in compliance, or by close of escrow or at the commencement of the Lease shall have been brought into compliance, with the above-referenced requirements regarding water heater bracing, anchoring and strapping.

Date: 5/21/2026

Signed by:
Seller/Owner: _____
CEF23A6F4676A04 Gina M. Fallon, Trustee

DocuSigned by:
Seller/Owner: _____
D606A204964E418 Steven D. Osterberg, Trustee

SMOKE ALARM AND CARBON MONOXIDE DEVICE COMPLIANCE

Dwelling units (including, without limitation, single family residences) intended for human occupancy are, upon transfer of title (or in the case of a lease), required to be equipped with operable smoke alarm(s) and, as of July 1, 2011, carbon monoxide device(s) of the type and in a manner specified by the State Fire Marshall. Compliance must be certified by close of escrow or at commencement of the lease. California Health & Safety Code section 13113.7 and 13260, et seq. Local ordinances and building codes may add additional requirements and should be consulted as to where (i.e., what placement within sleeping areas, hallways leading to sleeping areas, within staircases, etc.) smoke detector(s) and carbon monoxide device(s) should be located for optimal performance and for full code compliance.

Seller/Owner hereby certifies that the Property is presently in compliance, or by close of escrow or at the commencement of the Lease shall have been brought into compliance, with the above-referenced requirements regarding the installation of operable smoke alarms and carbon monoxide devices.

Date: 5/21/2026

Signed by:
Seller/Owner: _____
CEF23A6F4676A04 Gina M. Fallon, Trustee

DocuSigned by:
Seller/Owner: _____
D606A204964E418 Steven D. Osterberg, Trustee

Buyer/Tenant hereby acknowledges receipt of a copy of the above certification(s).

Date: _____

Buyer/Tenant: _____

Buyer/Tenant: _____



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS (As required by Civil Code)



(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.

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.

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 REPRESENTATIVES

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 BACK (OR A SEPARATE PAGE).

Buyer/Seller/Landlord/Tenant [Signature] Date 4/24/2026

Buyer/Seller/Landlord/Tenant [Signature] Date 4/25/2026

Agent [Signature] DRE Lic. # 02220139

By [Signature] DRE Lic. # 01951707 Date 4/24/2026

CIVIL CODE SECTIONS 2079.13-24 (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 READ 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: The following agency relationships are confirmed for this transaction:

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 from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.



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PRDS® ADVISORY AND CONSENT REGARDING
MULTIPLE AGENCY AND DUAL AGENCY
DESIGNED FOR USE WITH PRDS® PURCHASE CONTRACT



Real estate brokerage companies vary in terms of number of sales agents and branch offices. Larger brokerages may, at any one time, service hundreds of listings and address the needs of thousands of individual clients. Client is advised that such circumstance, coupled with limited housing inventories and expanding demand for homes, can engender vigorous competition for the same property by numerous buyers and result in situations (referred to herein as "Multiple Agency") wherein two or more sets of buyers are represented by agents from the same brokerage company. Related to Multiple Agency (and included within the scope of that term for purposes of this document) are situations wherein a buyer client is introduced to and shown properties that are listed with the same brokerage to which that buyer's agent belongs.

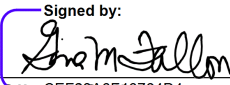
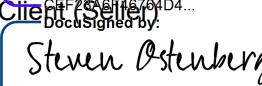
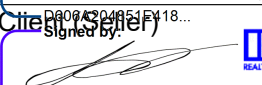
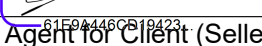
"Dual Agency" arises when (1) both the buyer and seller of a particular property are represented by the same, individual agent or (2) the buyer and seller are separately represented by different agents of the same brokerage company. Dual Agency is recognized and accepted under California law as a legally authorized agency relationship, and is addressed in the "Disclosure Regarding Real Estate Agency Relationships" form required by Civil Code Section 2079.13, et seq. and provided to Client. When consented to by the subject buyer and seller, a listing agent is thus permitted by law to represent said listing agent's own buyer client (if any) in the showing and eventual sale of property listed by that agent, and may present offers for that buyer on properties listed by other agents affiliated with the same brokerage. Client is nevertheless advised, and acknowledges and understands, that conflicts of interests can and do arise in Dual Agency situations due to the inherently competing interests of buyers and sellers of a particular property and the fact that one single brokerage company, and the agent(s) involved, owe a fiduciary duty to buyer and seller both.

As to any such conflict or dispute, Client understands and agrees that Agent may seek guidance and counsel from Agent's managing broker or broker of record (as applicable) to assist in achieving a fair and impartial resolution. Client acknowledges and accepts Agent's affirmation of brokerage fiduciary duties and responsibilities and Agent's commitment to devote best efforts to fairly and ably resolve such conflicts and other disputes in a manner that favors the interests of neither party over the other. Additionally, Client accepts that, although Agent commits to the full and faithful disclosure to both Buyer and Seller of all material information (of which Agent is aware) reasonably bearing on value or desirability of the subject property, Agent will not (without written consent):

- (a) reveal to Buyer the fact or extent of any willingness by Seller to sell the property at a price, and/or upon terms, less than those set forth in the subject listing;
- (b) reveal to Seller the highest price and/or most Seller-favorable terms upon which Buyer is willing to buy the property; or
- (c) reveal to the other party to the transaction any information relating to any family, financial, health, occupational or other circumstance, purpose or motivation (not relating to condition, value or desirability of the property) that might influence or otherwise bear on Buyer's or Seller's decision to purchase or sell the property.

Client acknowledges and accepts the foregoing limitations and exceptions regarding disclosure by Agent, and acknowledges Agent's advice and recommendation to confer with legal counsel regarding Multiple Agency and Dual Agency and any decision to proceed on the basis thereof.

Client affirms that Client has read and considered the foregoing, and that Client expressly consents to, and hereby agrees to allow Agent and Agent's Broker to proceed on the basis of, Multiple Agency and Dual Agency on Client's behalf as explained herein.

Client (Buyer)	Date	 Signed by: Sharon YC Lee	5/21/2026
Client (Seller)	Date	 Signed by: Steven Ostenberg	5/21/2026
Client (Buyer)	Date	 Signed by: Steven Ostenberg	5/20/2026
Agent for Client (Buyer)	Date	 Signed by: Steven Ostenberg	5/20/2026

_____ Brokerage Company (please print)	_____ Pinnacle Realty Advisors Brokerage Company (please print)
-------------------------------------------	-----------------------------------------------------------------------



PRDS® CALIFORNIA CONSUMER PRIVACY ACT ADVISORY
DESIGNED FOR USE WITH PRDS® FORMS



Effective January 1, 2020, the California Consumer Privacy Act of 2018 (“CCPA”) gives California residents certain rights regarding their private, personal information that is collected by companies with whom they do business. “Personal information” is broadly defined in the CCPA to include any information that could reasonably be linked directly or indirectly to you as a consumer, including, but not limited to, basic contact information; photographs of and/or sales information about your real property may also be included. When you are involved in a real estate sales or leasing transaction, some of your personal information will necessarily be collected and some portion of that data will likely be shared with others in that process.

During the course of your transaction, your real estate Broker/Agent may share your personal information with various services providers so as to facilitate the transaction; one such provider is the Multiple Listing Service (“MLS”) which is a database of properties listed for sale or lease that is accessible to a significant number of other local real estate Brokers/Agents. The local MLS may also share that information with other MLS such that your personal information may be shared with many real estate professionals and vendors who create or support these databases. Through the MLS, listings containing your personal information may appear on other real estate-related websites or other mediums of display which post such listing information. Either the listing Broker/Agent or the MLS, as authorized by the Broker/Agent may also transmit listings containing your personal information to internet sites that post property listings online. Thus, there are various service providers and companies during the course of your transaction who may be involved in data sharing that includes your personal information.

Not all individuals and/or entities with whom you interact during a real estate transaction are required to comply with the CCPA, which means that you may or may not be entitled to certain rights and protections afforded by the law when dealing with those entities. As an example, many real estate brokerages and California MLSs may not be deemed covered businesses under the CCPA; however, it is likely that large scale, internet listing aggregate sites would need to comply.

To the extent that the CCPA affects the sharing of your personal information, you may have the right to “opt out” of this data sharing depending upon the MLS. You may have the right to instruct the MLS or other service providers to refrain from sharing your personal information. It should be noted that at the outset of a listing, the Seller or Landlord has the right to refuse to authorize submission of the listing to the MLS or to limit internet exposure; however, such exclusions could well limit the number of real estate professionals and prospective buyers who are aware the Property is available for sale or lease. Choosing not to utilize the MLS may have a negative impact on the marketing of the Property.

If the MLS and/or other service providers are not covered by the CCPA, the MLS and/or other service providers are not obligated to respect your opt-out request.

To opt out of data sharing you will need to contact the covered business to submit your opt-out instructions. Your Broker or Agent might be able to assist you with locating the website address for the MLS or other services providers where you can submit your opt-out instructions but they cannot guarantee your success in opting out.

For more information about the CCPA and your privacy rights, the undersigned should carefully review California Civil Code §§1798.100 - 1798.198 with their own attorney. Brokers are not qualified to provide legal advice on this or any other subject.

THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF A COPY OF THIS ADVISORY.

Date: 5/21/2026 Seller Buyer Landlord Tenant: *Gina M. Fallon* Gina M. Fallon
Date: 5/21/2026 Seller Buyer Landlord Tenant: *Steven Osterberg* Steven Osterberg



www.prdforms.com

PRDS® FAIR HOUSING LAWS & DISCRIMINATION ADVISORY
DESIGNED FOR USE WITH PRDS® FORMS



Property Address: 2222 Raspberry Lane, Mountain, CA 94043 ("Property ")

California law mandates that all housing must be made available to all persons. Discrimination means showing a bias against or a preference for anyone who is in a protected class. Discrimination in housing is illegal under state and federal law. This Advisory is designed to help Sellers, Landlords, Buyers and Tenants understand the relevant laws, to further the purposes of Fair Housing and to help eliminate discrimination in the selling and renting of real estate. This Advisory is not to be used by Sellers, Landlords, Buyers and Tenants as a substitute for securing their own advice from a qualified California real estate attorney and/or local landlord tenant attorney who is well versed in the Fair Housing Laws. Real estate Agents and Brokers are not qualified to provide advice regarding the Fair Housing Laws.

- 1. FEDERAL & STATE FAIR HOUSING LAWS: (Note: This is not a complete list of all federal, state or local Fair Housing Laws)
A. FEDERAL FAIR HOUSING ACT also known as Title VIII of the Civil Rights Act (42 U.S.C. §3601 et seq.) prohibits discrimination in the sale, rental or financing of residential housing on the basis of a person's protected class status.
B. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT (California Government Code §12900 et seq and California Code of Regulations §12005-12271) prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by housing providers and providers of financial housing assistance.
C. CALIFORNIA UNRUH CIVIL RIGHTS ACT (California Civil Code §51) prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges and services to persons in protected classes.
D. AMERICANS WITH DISABILITIES ACT (42 U.S.C. §12181 et seq.) prohibits discrimination based on disability in public accommodations.
2. PROTECTED CLASSES OR CHARACTERISTICS AS SPECIFIED BY THE CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING ("DFEH"): When making decisions regarding who to rent or sell to, it is illegal to use any of the following criteria:
• Race (including hair texture & style) • Color • Ancestry • Religion • Sex
• Gender • Gender Identity • Gender Expression • Sexual Harassment • Sexual Orientation
• Familial Status (children under 18) • Marital Status • National Origin • Disability (Mental and/or Physical)
• Medical Condition • Military or Veteran • Primary Language • Immigration Status • Citizenship
• Source of Income (including Section 8 & Other Vouchers) • Non-Relevant Criminal History • Age
3. WHO MUST COMPLY WITH FAIR HOUSING LAWS? Anyone who is involved in providing housing accommodations or financial services related to housing must comply with the Fair Housing Laws; that includes, but is not limited to, all of the following:
• Sellers • Landlords • Sublessors • Real Estate Agents and Brokers • Appraisers
• Property Managers • Lenders • Homeowners Associations ("HOA") • Mobile Home Parks
4. ETHICAL AND LEGAL REQUIREMENTS FOR REAL ESTATE LICENSEES:
A. NAR Code of Ethics Article 10 prohibits discrimination by REALTORS® in employment or in providing real estate licensed services against anyone on the basis of race, color, religion, sex, handicap, familial status, national origin, sexual orientation or gender identity.
B. Real Estate Regulation §2725(f) requires Brokers who supervise real estate licensees to familiarize salespersons with the requirements of federal and state laws relating to the prohibition of discrimination.
C. Violation of the Fair Housing Laws may result in the loss or suspension of the license of the Agent and/or Broker.
5. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:
A. Properties that qualify as senior housing can discriminate on the basis of age and/or familial status, only, and not on any other basis.
B. Some owners of single-family residences may be exempt from the Fair Housing Laws IF no real estate licensee is involved in the sale or rental of their property, there is no discriminatory advertising and the owner owns no more than 3 single family residences. Since other restrictions may apply, no one should make any determinations regarding the applicability of any exception without first consulting with their own qualified California real estate attorney and/or local landlord tenant attorney who is well versed in the Fair Housing Laws.
6. SOURCES OF ADDITIONAL INFORMATION: In addition to consulting with appropriate legal counsel, the following resources may be able to provide useful information about the rights, duties and obligations of the Fair Housing Laws at the federal, state and local levels:
A. Federal Fair Housing website: https://www.hud.gov/program_offices/fair_housing_equal_opp
B. State of California Department of Fair Housing & Employment website: https://www.dfeh.ca.gov/housing/
C. State of California Department of Real Estate website: https://www.dre.ca.gov/Consumers/FileComplaint.html
D. Local: Check with the relevant County Fair Housing Council office (a non-profit, free service)

THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF A COPY OF THIS ADVISORY

Date: 5/21/2026 [X] Seller/ [] Landlord: Gina M. Falton
Signed by: [Signature]
Print Name: Gina M. Falton
Date: 5/21/2026 [X] Seller/ [] Landlord: Steven Osterberg
DocuSigned by: [Signature]
Print Name: Steven Osterberg



WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (C.A.R. Form WFA, Reviewed 6/25)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

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

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

ACCORDINGLY, YOU ARE ADVISED:

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

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

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565
National White Collar Crime Center: http://www.nw3c.org/
On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks.

The term "Housing Provider" also includes Landlord or Rental Property Owner.

By signing below, Buyer/Tenant and Seller/Housing Provider acknowledge that each has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory, and each has read and understands its terms.

Buyer/Tenant _____ Date _____
Buyer/Tenant _____ Date _____
Seller/Housing Provider _____ Signed by: Gina M. Fallon, Trustee Date 5/21/2026
Seller/Housing Provider _____ Signed by: Steven D. Ostenberg, Trustee Date 5/21/2026

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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 12/25)

1. **WILDFIRE DISASTERS:** Buyer/Tenant 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/Tenant decisions about purchasing or leasing property impacted by a wildfire disaster, both now and in the future. It is not intended to be, nor can it be, a checklist 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/TENANT ADVISORIES:** Buyer/Tenant, you are hereby advised:
 - A. To check early in your transaction to determine if you are able to obtain insurance on the property.
 - B. To investigate to your own satisfaction any and all of your concerns about the intended use of the property.
 - C. That the wildfire disaster area will likely be under construction for a protracted period of time after a fire, and you may be inconvenienced by delays, traffic congestion, noise, dust, and intermittent availability of utilities.
 - 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 have increased costs, and this may impact your ability to afford or to qualify for loans or meet income ratios for rentals.
 - F. That if you are unable to obtain fire insurance, and you have removed the insurance contingency, and you are unable to proceed with your transaction, 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/Tenant 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 <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://dot.ca.gov>
 - E. California Attorney General <https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1>
 - F. American Institute of Architects
 1. "Hardening for Wildfire Resilience" <https://aiacalifornia.org/what-you-can-do-right-now/hardening-for-wildfire-resilience/>
 2. "Component Fire Relief and Recovery Resources" at <https://aiacalifornia.org/news/aia-component-fire-relief-and-recovery-resources/>
 - G. Buyer/Tenant 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. **DISCLOSURE AND COMPLIANCE:** 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.



- C. POST CLOSING ISSUES:** A buyer who agrees to bring the property into compliance with defensible space laws after Close of Escrow, and does not do so: **(i)** May be subject to fines and enforcement actions by government agencies in addition to the cost of compliance; **(ii)** May incur increases in property insurance premiums or cancellation of such insurance policies; and **(iii)** Will be responsible for making appropriate disclosures concerning compliance with the property's defensible space laws when reselling the property.
 - D. OPTIONAL DISCLOSURE AND REPORTS:** 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/TENANT ACKNOWLEDGEMENT:** Buyer/Tenant understands that Real Estate Agents and Real Estate Brokers have no authority or expertise in providing guidance through the process of investigating the concerns described herein. Buyer/Tenant has an affirmative duty to exercise reasonable care in protecting themselves.

By signing below, Buyer/Tenant acknowledges that they have received a copy of this Wildfire Disaster Advisory, and they have read and understand its terms.

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

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WFDA REVISED 12/25 (PAGE 2 OF 2)



REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR SELLER REPRESENTATIVES) (C.A.R. Form RCSD-S, Revised 6/23)

This form is not an assignment. It should not be used to add new parties after a contract has been formed. The purpose of this form is to identify who the principal is in the transaction and who has authority to sign documents on behalf of the principal.

The disclosure in this form supersedes any Legally Authorized Signer representation or Representative Capacity Signature Disclosure made in the Agreement specified below or on separate form.

This is a disclosure to the Purchase Agreement, OR Listing Agreement, OR Other

dated 5/21/2026, for the property known as 2222 Raspberry Lane, Mountain View, CA 94043 between Gina M. Fallon, Trustee, Steven D Ostenberg, Trustee and Buyer and Seller are referred to as the "Parties." If a trust, in the blank line above identify Seller as the trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3.). Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Seller.

- 1. A. TRUST: (1) The Property is held in trust pursuant to a trust document, titled (Full name of trust): The Gina Fallon and Steven Ostenberg Trust, under Trust Declaration Dated May 11, 2015 dated (2) The person(s) signing below is/are Sole/Co/Successor Trustee(s) of the Trust. B. ENTITY: Seller is a Corporation, Limited Liability Company, Partnership Other: which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf. An authorizing resolution of the applicable body of the entity described above is is not attached. C. POWER OF ATTORNEY: Seller ("Principal") has authorized the person(s) signing below ("Attorney-In-Fact", "Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Power of Attorney (Specific Power of Attorney for the Property), dated. This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used. D. ESTATE: (1) Seller is an estate, conservatorship, or guardianship identified by Superior Court Case name as, Case # (2) The person(s) signing below is/are court approved representatives (whether designated as Sole or Co-Executor, Administrator, Conservator, Guardian) of the estate, conservatorship or guardianship identified above.

2. Seller's Representative represents that the trust, entity or power of attorney for which that Party is acting already exists.

Signed by: Seller: By Gina M Fallon Date: 5/21/2026 (Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor) (Print Representative Name) Gina M. Fallon Title: Trustee By Steven D Ostenberg Date: 5/21/2026 (Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor) (Print Representative Name) Steven D Ostenberg Title: Trustee

Acknowledgement of Receipt by Other Party:

Buyer/Broker/Other Date: Buyer/Broker/Other Date:

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PRDS® ADVISORY FOR PROPERTY OWNED BY A TRUST
DESIGNED FOR USE WITH PRDS® FORMS



Property Address: 2222 Raspberry Lane, Mountain, CA 94043 ("Property ")

The Property is owned by a Trust and the Trustee(s) of the Trust act in the capacity as the Seller. A Trust is established, for among other reasons, tax and estate planning purposes but putting property into a Trust does not eliminate all disclosure obligations of a Seller of real property. This Advisory is intended to inform Seller and Buyer of their general disclosure rights and obligations independent of those established by the contract between them.

Civil Code Sections 1102.2 and 1103.1 provide that some sellers may be exempt from completing certain standard disclosure documents. Effective January 1, 2019, regardless of the number of Trustees, if any of the Trustees are "a natural person who is a trustee of a revocable trust and he or she is a former owner of the property or was an occupant in possession of the property within the preceding year", then those Trustees are not exempt and must fully complete and sign the Real Estate Transfer Disclosure Statement and the Natural Hazards Disclosure Statement.

This Advisory is not intended to serve as the ultimate legal determination of whether any Trust is revocable or irrevocable and/or the exemption status of any specific Trustee; any questions regarding these issues need to be answered by a qualified California real estate attorney.

1. EVEN IF A SELLER IS EXEMPT FROM COMPLETING CERTAIN DISCLOSURE DOCUMENTS, ALL SELLERS MUST COMPLY WITH OTHER FEDERAL, STATE AND LOCAL DISCLOSURE OBLIGATIONS:

In addition to California disclosures required to be in purchase agreements, such as Megan's Law (website information regarding registered sex offenders) and underground pipelines, ALL sellers must comply with the following disclosure obligations:

- A. Common Law: All sellers are obligated to disclose known material facts affecting the value and desirability of a property even if no specific disclosure form is required to be completed.
- B. Hazard Zones: All sellers are obligated to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas, and flood hazard zones pursuant to federal, state and local laws.
- C. Smoke Detectors: State law requires that operable smoke detectors must be in place for single family residences, Seller must disclose their knowledge about the existence and operability of the smoke detectors to Buyer but the cost of compliance with state law may be negotiable between Seller and Buyer.
- D. Water Heaters: State law requires that water heaters be anchored, braced or strapped and that Seller must disclose their knowledge about compliance to Buyer. The cost of compliance with state law may be negotiable between Seller and Buyer.
- E. Carbon Monoxide Devices: State law requires that carbon monoxide devices must be installed in residential property if the dwelling has a fossil fuel burning heater or appliance, fireplace, or an attached garage.
- F. Water Conserving Plumbing Fixtures: State law requires that (i) single family residences built before January 1, 1994, be equipped with water conserving plumbing fixtures by January 1, 2017, and multi-family and commercial properties be equipped with water conserving plumbing fixtures by January 1, 2019; (ii) Seller discloses to Buyer the requirements of the law; and (iii) Seller discloses to Buyers whether the property contains any non-compliant plumbing fixtures.

Seller's Initials: (GMFS)

Buyer's Initials: (_____) (_____)

- G. Death: State law requires that all sellers disclose the death of an occupant on the property if the death occurred within 3 years of the date of sale or in response to specific inquiry.
- H. Lead-based Paint: Federal law obligates Seller to: (i) disclose known lead-based paint and lead-based paint hazards; (ii) provide Buyer copies of reports or studies covering lead-based paint and hazards on the Property; (iii) provide Buyer with the pamphlet "Protect Your Family from Lead in Your Home;" and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains 1 to 4 residential dwelling units and was constructed prior to 1978.
- I. Tax Withholding: Federal law requires seller to provide information pertaining to the withholding obligation under either the federal "FIRPTA" or the California withholding requirements upon the sale of real property. Federal: For federal purposes, a non-resident alien includes a fiduciary. A Trustee is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. State: The Trust may be exempt from withholding (but not the completion of the real estate withholding certificate) if: (i) the Trust was revocable prior to the decedent's death; (ii) the Property was last used as the decedent's principal residence; and (iii) the Trustee is electing to treat the Trust as part of the decedent's estate under IRC § 645 (see Instructions for FTB Form 593-C).

2. IF A QUALIFIED CALIFORNIA REAL ESTATE ATTORNEY HAS ADVISED THE SELLER THAT THE SELLER IS EXEMPT FROM COMPLETING THE REAL ESTATE TRANSFER DISCLOSURE STATEMENT ("TDS") AND THE NATURAL HAZARDS DISCLOSURE STATEMENT ("NHDS") THEN NOTE THE FOLLOWING DISCLOSURE OBLIGATIONS:

- A. Seller may be contractually required to fully complete an Exempt Seller Disclosure form.
- B. Seller may be required by local ordinances to complete separate disclosure forms or provide other disclosures regarding components or conditions of the Property.

3. REGARDLESS OF ANY EXEMPTIONS THAT MAY APPLY TO A SELLER, NO EXEMPTIONS APPLY TO THE REAL ESTATE LICENSEE'S DUTIES AND OBLIGATIONS.

4. THIS ADVISORY MAY BE SIGNED ELECTRONICALLY AND/OR IN COUNTERPART.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THIS ADVISORY:

Date: <u>5/21/2026</u>	Seller: _____	Gina M. Fallon (Print Name)	Signature: 
			<small>Signed by: CEF23A6F46764D4...</small>
Date: <u>5/21/2026</u>	Seller: _____	Steven Ostenberg (Print Name)	Signature: 
			<small>DocuSigned by: D606A204851E418...</small>
Date: _____	Buyer: _____	_____ (Print Name)	Signature: _____
Date: _____	Buyer: _____	_____ (Print Name)	Signature: _____



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 6/24)

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 or 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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A. Investigation of Physical Conditions

1. **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.



2. **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 other lead contamination, asbestos, formaldehyde, radon, PCBs, 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 this 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.
- California Department of Insurance ("Wildfire Resource") <http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm>; 1-800-927-4357
 - Governor's Office of Emergency Services ("Cal OES") California Wildfires Statewide Recovery Resources <http://wildfirerecovery.org/>
 - California Department of Forestry and Fire ("Cal Fire") <http://fire.ca.gov/> and <https://www.readyforwildfire.org/>
 - California Department of Transportation <https://calsta.ca.gov/>
 - 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, and the consequences of terminating a tenancy unlawfully. Even if property that is currently vacant was previously tenant occupied, the termination of that previous tenancy may affect a buyer's rights such as the legal use of the property and who may occupy the property in the future. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or a qualified California real estate attorney 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 investigation and insurance 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 NDA). 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. Buyer’s 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.
10. **WOOD BALCONIES, STAIRS AND OTHER STRUCTURES:** Prior to January 1, 2025, and periodically thereafter, buildings with three units or more, may be required to obtain an inspection of exterior balconies, stairways, walkways,



or decks that are supported in whole or in substantial part by a wood or wood-based materials. For condos, the HOA will be responsible for the inspections per its governing documents. For other buildings, it is the owner's responsibility. An inspection report must be incorporated into a condo HOA's study of reserve account requirements. This could in turn affect lender certification requirements as well as future dues and assessments. A balcony report that identifies an immediate threat to the safety of the occupants will require the condo HOA or owner to prevent access to the balcony further impacting a property's marketability.

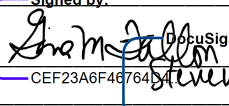
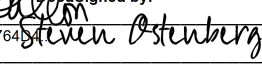
G. Local Disclosures and Advisories

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 received a copy of all 15 pages of this Statewide Buyer and Seller Advisory, and each has read and understands its terms.

BUYER	_____	Date	_____
BUYER	Signed by: _____	Date	_____
SELLER	 Signed by: _____	<i>Gina M. Fallon, Trustee</i>	Date 5/21/2026
SELLER	 Signed by: _____	<i>Steven D. Ostenberg, Trustee</i>	Date 5/21/2026

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SELLER'S AFFIDAVIT OF NONFOREIGN STATUS (FIRPTA)
(Use a separate form for each Transferor)
(C.A.R. Form AS, Reviewed 6/25)

- GENERAL INFORMATION REGARDING FIRPTA AND SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS:**
Internal Revenue Code ("IRC") §1445 provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a "foreign person." In order to avoid withholding, IRC §1445 (b) requires that the Seller (a) provides an affidavit to the Buyer with the Seller's taxpayer identification number ("TIN"), or (b) provides a proper affidavit, (such as this form) including Seller's TIN, to a "qualified substitute" who furnishes a statement to the Buyer under penalty of perjury that the qualified substitute has such affidavit in their possession. A qualified substitute may be (i) an attorney, title company, or escrow company responsible for closing the transaction, or (ii) the Buyer's agent (but not the Seller's agent).
- SELLER'S INFORMATION:**
 - PROPERTY ADDRESS** (property being transferred): 2222 Raspberry Lane, Mountain View, CA 94043 ("Property")
 - TRANSFEROR'S NAME:** The Gina Fallon and Steven Ostenberg Trust, under Trust Declaration Dated May 11, 2015 ("Transferor")
 - AUTHORITY TO SIGN:** If this document is signed on behalf of an Entity Transferor, THE UNDERSIGNED INDIVIDUAL DECLARES THAT HE/SHE HAS AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE TRANSFEROR.
- EXEMPTION CLAIMED:** I, the undersigned, declare under penalty of perjury that, for the reason checked below, if any, I am exempt (or if signed on behalf of an Entity Transferor, the Entity is exempt) from the federal withholding law (FIRPTA):
 - (For individual Transferors) I am not a nonresident alien for purposes of U.S. income taxation.
 - (For corporation, partnership, limited liability company, trust, and estate transferor) The transferor is not a foreign corporation, foreign partnership, foreign limited liability company, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and Income Tax Regulations.
- QUALIFIED SUBSTITUTE OR DIRECT DELIVERY TO BUYER:**
 - TRANSFEROR'S USE OF QUALIFIED SUBSTITUTE (TITLE OR ESCROW) TO SATISFY FIRPTA**
(1) A Qualified Substitute shall be used in this transaction to satisfy the requirements under Internal Revenue Code § 1445. Seller shall provide a completed affidavit to the Qualified Substitute, who will furnish a statement (C.A.R. Form QS) to the Buyer stating, under penalty of perjury that the Qualified Substitute (i) has the Seller's affidavit; (ii) the affidavit is complete; and (iii) the Seller states in the affidavit that no withholding is required because an exemption is claimed.
(2) Qualified Substitute may require Seller to complete and provide to Qualified Substitute the information in paragraph 5. If so, that information should be completed after this form is provided to Buyer. Qualified Substitute and Seller's Broker shall NOT provide the information in paragraph 5 to Buyer.
 - TRANSFEROR ADDITIONAL INFORMATION DIRECT TO BUYER: If this paragraph is checked, Seller shall complete the information in 5 below and provide a completed form to Buyer.**
- SELLER INFORMATION (NOTE: DO NOT PROVIDE THE INFORMATION IN 5 BELOW TO BUYER UNLESS 4B IS CHECKED)**
 - Social Security No., or Federal Employer Identification No. (TIN) _____
 - Address _____ (Use HOME address for individual transferors. Use OFFICE address for an "Entity" i.e.: corporations, partnerships, limited liability companies, trusts, and estates.)
 - Telephone Number _____
- CALIFORNIA WITHHOLDING:** Seller agrees to provide escrow with necessary information to comply with California Withholding Law, Revenue and Taxation Code, §18662

I understand that this affidavit may be disclosed to the Internal Revenue Service by the transferee, and that any false statement I have made herein may result in a fine, imprisonment or both.

By Gina M. Fallon Date 5/21/2026
(Transferor's Signature) (Indicate if you are signing as the grantor of a revocable/grantor trust).

Gina M. Fallon Trustee
Typed or printed name Title (If signed on behalf of Entity Transferor)

Buyer's unauthorized use of disclosure of Seller's TIN could result in civil or criminal liability.

Buyer _____ Date _____
(Buyer acknowledges receipt of a Copy of this Seller's Affidavit).
Buyer _____ Date _____
(Buyer acknowledges receipt of a Copy of this Seller's Affidavit).

IMPORTANT NOTICE: An Affidavit should be signed by each individual or entity Transferor to whom or to which it applies. Before you sign, any questions relating to the legal sufficiency of this form, or to whether it applies to you or to a particular transaction, or about the definition of any of the terms used, should be referred to a qualified California real estate attorney, certified public accountant, or other professional tax advisor, the Internal Revenue Service, or the California Franchise Tax Board.

For further information on federal guidelines, see C.A.R. Legal Q & A “*Federal Withholding: The Foreign Investment in Real Property Tax Act*,” and/or IRS Publication 515 or 519. For further information on state guidelines, see C.A.R. Legal Q & A “*California Nonresident Withholding*,” and/or California FTB Pub. 1016.

FEDERAL GUIDELINES

FOREIGN PERSONS DEFINED. The following general information is provided to assist sellers in determining whether they are “foreign persons” for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), IRC §1445. FIRPTA requires a buyer to withhold and send to the IRS 15% of the gross sales price of a United States (U.S.) real property interest if the seller is a foreign person. Certain restrictions and limitations apply. No withholding is required for a seller who is a U.S. person (that is, not a foreign person). In order for an individual to be a U.S. person, he/she must be either a U.S. citizen or a U.S. resident alien. The test must be applied separately to each seller in transactions involving more than one seller. Even if the seller is a foreign person, withholding will not be required in every circumstance.

NONRESIDENT ALIEN INDIVIDUAL. An individual whose residence is not within the U.S. and who is not a U.S. citizen is a nonresident alien. The term includes a nonresident alien fiduciary. An alien actually present in the U.S. who is not just staying temporarily (i.e., not a mere transient or sojourner), is a U.S. resident for income tax purposes. An alien is considered a U.S. resident and not subject to withholding under FIRPTA if the alien meets either the **green card test** or the **substantial presence test** for the calendar year.

GREEN CARD TEST. An alien is a U.S. resident if the individual was a lawful permanent resident of the U.S. at any time during the calendar year. This is known as the “green card test.”

SUBSTANTIAL PRESENCE TEST. An alien is considered a U.S. resident if the individual meets the substantial presence test for the calendar year. Under this test, the individual must be physically present in the U.S. on at least: (1) 31 days during the current calendar year; and (2) 183 days during the current year and the two preceding years, counting all the days of physical presence in the current year but only 1/3 the number of days present in the first preceding year, and 1/6 the number of days present in the second preceding year.

DAYS OF PRESENCE IN THE U.S. TEST. Generally, a person is treated as physically present in the country at any time during the day. However, if a person regularly commutes to work in the U.S. from a residence in Canada or Mexico or is in transit between two points outside the U.S. and is physically present in the country for less than 24 hours, he/she is not treated as present in the U.S. on any day during the transit or commute. In addition, the individual is not treated as present in the U.S. on any day during which he/she is unable to leave the U.S. because of a medical condition which arose while in the U.S.

EXEMPT INDIVIDUAL. For the substantial presence test, do not count days for which a person is an exempt individual. An exempt individual is anyone in the following categories:

- 1) An individual temporarily present in the U.S. because of (a) full-time diplomatic or consular status, (b) full-time employment with an international organization or (c) an immediate family member of a person described in (a) or (b).
- 2) A teacher or trainee temporarily present in the U.S. under a “J” visa (other than as a student) who substantially complies with the requirements of the visa. An individual will not be exempt under this category for a calendar year if he/she was exempt as a teacher or trainee or as a student for any two calendar years during the preceding six calendar years.
- 3) A student temporarily present in the U.S. under an “F” or “J” visa who substantially complies with the requirements of the visa. Generally, a person will not be exempt as a student for any calendar year after the fifth calendar year for which he/she was exempt as a student, teacher or trainee. However, the individual may continue to be exempt as a student beyond the fifth year if he/she is in compliance with the terms of the student visa and does not intend to permanently reside in the U.S.

CLOSER CONNECTION TO A FOREIGN COUNTRY. Even if an individual would otherwise meet the substantial presence test, that person is not treated as meeting the test for the current calendar year if he/she:

- 1) Is present in the U.S. on fewer than 183 days during the current year, and has a tax home in a foreign country and has a closer connection to that country than to the U.S.
- 2) **SPECIAL RULES.** It is possible to be both a nonresident alien and a resident alien during the same tax year. Usually this occurs for the year a person arrives in or departs from the U.S. Other special provisions apply to individuals who were U.S. residents for at least three years, cease to be U.S. residents, and then become U.S. residents again.

NONRESIDENT ALIEN INDIVIDUALS MARRIED TO U.S. CITIZENS OR RESIDENT ALIENS may choose to be treated as resident aliens for most income tax purposes. However, these individuals are considered **nonresidents** for purposes of withholding taxes.

A FOREIGN PERSON OR PARTNERSHIP is one that does not fit the definition of a domestic corporation or partnership. A domestic corporation or partnership is one that was created or organized in the U.S., or under the laws of the U.S., or of any U.S. state or territory.

GUAM AND U.S. VIRGIN ISLANDS CORPORATIONS. A corporation created or organized in or under the laws of Guam or the U.S. Virgin Islands is not considered a foreign corporation for the purpose of withholding tax for the tax year if:

- 1) at all times during the tax year, less than 25% in value of the corporation’s stock is owned, directly or indirectly, by foreign persons, and
- 2) at least 20% of the corporation’s gross income is derived from sources within Guam or at least 65% of the corporation’s income is effectively connected with the conduct of a trade or business in the U.S. Virgin Islands or the U.S. for the 3-year period ending with the close of the preceding tax year of the corporation, or the period the corporation has been in existence if less.

A NONRESIDENT ALIEN TRUSTEE, ADMINISTRATOR OR EXECUTOR of a trust or an estate is treated as a nonresident alien, even though all the beneficiaries of the trust or estate are citizens or residents of the U.S.

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AS REVIEWED 6/25 (PAGE 2 OF 2)



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SELLER’S AFFIDAVIT OF NONFOREIGN STATUS AND CALIFORNIA WITHHOLDING (AS PAGE 2 OF 2)



SELLER'S AFFIDAVIT OF NONFOREIGN STATUS (FIRPTA)
(Use a separate form for each Transferor)
(C.A.R. Form AS, Reviewed 6/25)

- 1. GENERAL INFORMATION REGARDING FIRPTA AND SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS:**
Internal Revenue Code ("IRC") §1445 provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a "foreign person." In order to avoid withholding, IRC §1445 (b) requires that the Seller (a) provides an affidavit to the Buyer with the Seller's taxpayer identification number ("TIN"), or (b) provides a proper affidavit, (such as this form) including Seller's TIN, to a "qualified substitute" who furnishes a statement to the Buyer under penalty of perjury that the qualified substitute has such affidavit in their possession. A qualified substitute may be (i) an attorney, title company, or escrow company responsible for closing the transaction, or (ii) the Buyer's agent (but not the Seller's agent).
- 2. SELLER'S INFORMATION:**
 - A. PROPERTY ADDRESS** (property being transferred): 2222 Raspberry Lane, Mountain View, CA 94043 ("Property")
 - B. TRANSFEROR'S NAME:** The Gina Fallon and Steven Ostenberg Trust, under Trust Declaration Dated May 11, 2015 ("Transferor")
 - C. AUTHORITY TO SIGN:** If this document is signed on behalf of an Entity Transferor, THE UNDERSIGNED INDIVIDUAL DECLARES THAT HE/SHE HAS AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE TRANSFEROR.
- 3. EXEMPTION CLAIMED:** I, the undersigned, declare under penalty of perjury that, for the reason checked below, if any, I am exempt (or if signed on behalf of an Entity Transferor, the Entity is exempt) from the federal withholding law (FIRPTA):
 - A.** (For individual Transferors) I am not a nonresident alien for purposes of U.S. income taxation.
 - B.** (For corporation, partnership, limited liability company, trust, and estate transferor) The transferor is not a foreign corporation, foreign partnership, foreign limited liability company, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and Income Tax Regulations.
- 4. QUALIFIED SUBSTITUTE OR DIRECT DELIVERY TO BUYER:**
 - A. TRANSFEROR'S USE OF QUALIFIED SUBSTITUTE (TITLE OR ESCROW) TO SATISFY FIRPTA**
(1) A Qualified Substitute shall be used in this transaction to satisfy the requirements under Internal Revenue Code § 1445. Seller shall provide a completed affidavit to the Qualified Substitute, who will furnish a statement (C.A.R. Form QS) to the Buyer stating, under penalty of perjury that the Qualified Substitute (i) has the Seller's affidavit; (ii) the affidavit is complete; and (iii) the Seller states in the affidavit that no withholding is required because an exemption is claimed.
(2) Qualified Substitute may require Seller to complete and provide to Qualified Substitute the information in paragraph 5. If so, that information should be completed after this form is provided to Buyer. Qualified Substitute and Seller's Broker shall NOT provide the information in paragraph 5 to Buyer.
 - B.** **TRANSFEROR ADDITIONAL INFORMATION DIRECT TO BUYER: If this paragraph is checked, Seller shall complete the information in 5 below and provide a completed form to Buyer.**
- 5. SELLER INFORMATION (NOTE: DO NOT PROVIDE THE INFORMATION IN 5 BELOW TO BUYER UNLESS 4B IS CHECKED)**
 - A.** Social Security No., or Federal Employer Identification No. (TIN) _____
 - B.** Address _____ (Use HOME address for individual transferors. Use OFFICE address for an "Entity" i.e.: corporations, partnerships, limited liability companies, trusts, and estates.)
 - C.** Telephone Number _____
- 6. CALIFORNIA WITHHOLDING:** Seller agrees to provide escrow with necessary information to comply with California Withholding Law, Revenue and Taxation Code, §18662

I understand that this affidavit may be disclosed to the Internal Revenue Service by the transferee, and that any false statement I have made hereon may result in a fine, imprisonment or both.

By Steven Ostenberg Date 5/21/2026
(Transferor's Signature) (Indicate if you are signing as the grantor of a revocable/grantor trust).

Steven Ostenberg Trustee
Typed or printed name Title (If signed on behalf of Entity Transferor)

Buyer's unauthorized use of disclosure of Seller's TIN could result in civil or criminal liability.

Buyer _____ Date _____
(Buyer acknowledges receipt of a Copy of this Seller's Affidavit).
Buyer _____ Date _____
(Buyer acknowledges receipt of a Copy of this Seller's Affidavit).

IMPORTANT NOTICE: An Affidavit should be signed by each individual or entity Transferor to whom or to which it applies. Before you sign, any questions relating to the legal sufficiency of this form, or to whether it applies to you or to a particular transaction, or about the definition of any of the terms used, should be referred to a qualified California real estate attorney, certified public accountant, or other professional tax advisor, the Internal Revenue Service, or the California Franchise Tax Board.

For further information on federal guidelines, see C.A.R. Legal Q & A “*Federal Withholding: The Foreign Investment in Real Property Tax Act*,” and/or IRS Publication 515 or 519. For further information on state guidelines, see C.A.R. Legal Q & A “*California Nonresident Withholding*,” and/or California FTB Pub. 1016.

FEDERAL GUIDELINES

FOREIGN PERSONS DEFINED. The following general information is provided to assist sellers in determining whether they are “foreign persons” for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), IRC §1445. FIRPTA requires a buyer to withhold and send to the IRS 15% of the gross sales price of a United States (U.S.) real property interest if the seller is a foreign person. Certain restrictions and limitations apply. No withholding is required for a seller who is a U.S. person (that is, not a foreign person). In order for an individual to be a U.S. person, he/she must be either a U.S. citizen or a U.S. resident alien. The test must be applied separately to each seller in transactions involving more than one seller. Even if the seller is a foreign person, withholding will not be required in every circumstance.

NONRESIDENT ALIEN INDIVIDUAL. An individual whose residence is not within the U.S. and who is not a U.S. citizen is a nonresident alien. The term includes a nonresident alien fiduciary. An alien actually present in the U.S. who is not just staying temporarily (i.e., not a mere transient or sojourner), is a U.S. resident for income tax purposes. An alien is considered a U.S. resident and not subject to withholding under FIRPTA if the alien meets either the **green card test** or the **substantial presence test** for the calendar year.

GREEN CARD TEST. An alien is a U.S. resident if the individual was a lawful permanent resident of the U.S. at any time during the calendar year. This is known as the “green card test.”

SUBSTANTIAL PRESENCE TEST. An alien is considered a U.S. resident if the individual meets the substantial presence test for the calendar year. Under this test, the individual must be physically present in the U.S. on at least: (1) 31 days during the current calendar year; and (2) 183 days during the current year and the two preceding years, counting all the days of physical presence in the current year but only 1/3 the number of days present in the first preceding year, and 1/6 the number of days present in the second preceding year.

DAYS OF PRESENCE IN THE U.S. TEST. Generally, a person is treated as physically present in the country at any time during the day. However, if a person regularly commutes to work in the U.S. from a residence in Canada or Mexico or is in transit between two points outside the U.S. and is physically present in the country for less than 24 hours, he/she is not treated as present in the U.S. on any day during the transit or commute. In addition, the individual is not treated as present in the U.S. on any day during which he/she is unable to leave the U.S. because of a medical condition which arose while in the U.S.

EXEMPT INDIVIDUAL. For the substantial presence test, do not count days for which a person is an exempt individual. An exempt individual is anyone in the following categories:

- 1) An individual temporarily present in the U.S. because of (a) full-time diplomatic or consular status, (b) full-time employment with an international organization or (c) an immediate family member of a person described in (a) or (b).
- 2) A teacher or trainee temporarily present in the U.S. under a “J” visa (other than as a student) who substantially complies with the requirements of the visa. An individual will not be exempt under this category for a calendar year if he/she was exempt as a teacher or trainee or as a student for any two calendar years during the preceding six calendar years.
- 3) A student temporarily present in the U.S. under an “F” or “J” visa who substantially complies with the requirements of the visa. Generally, a person will not be exempt as a student for any calendar year after the fifth calendar year for which he/she was exempt as a student, teacher or trainee. However, the individual may continue to be exempt as a student beyond the fifth year if he/she is in compliance with the terms of the student visa and does not intend to permanently reside in the U.S.

CLOSER CONNECTION TO A FOREIGN COUNTRY. Even if an individual would otherwise meet the substantial presence test, that person is not treated as meeting the test for the current calendar year if he/she:

- 1) Is present in the U.S. on fewer than 183 days during the current year, and has a tax home in a foreign country and has a closer connection to that country than to the U.S.
- 2) **SPECIAL RULES.** It is possible to be both a nonresident alien and a resident alien during the same tax year. Usually this occurs for the year a person arrives in or departs from the U.S. Other special provisions apply to individuals who were U.S. residents for at least three years, cease to be U.S. residents, and then become U.S. residents again.

NONRESIDENT ALIEN INDIVIDUALS MARRIED TO U.S. CITIZENS OR RESIDENT ALIENS may choose to be treated as resident aliens for most income tax purposes. However, these individuals are considered **nonresidents** for purposes of withholding taxes.

A FOREIGN PERSON OR PARTNERSHIP is one that does not fit the definition of a domestic corporation or partnership. A domestic corporation or partnership is one that was created or organized in the U.S., or under the laws of the U.S., or of any U.S. state or territory.

GUAM AND U.S. VIRGIN ISLANDS CORPORATIONS. A corporation created or organized in or under the laws of Guam or the U.S. Virgin Islands is not considered a foreign corporation for the purpose of withholding tax for the tax year if:

- 1) at all times during the tax year, less than 25% in value of the corporation’s stock is owned, directly or indirectly, by foreign persons, and
- 2) at least 20% of the corporation’s gross income is derived from sources within Guam or at least 65% of the corporation’s income is effectively connected with the conduct of a trade or business in the U.S. Virgin Islands or the U.S. for the 3-year period ending with the close of the preceding tax year of the corporation, or the period the corporation has been in existence if less.

A NONRESIDENT ALIEN TRUSTEE, ADMINISTRATOR OR EXECUTOR of a trust or an estate is treated as a nonresident alien, even though all the beneficiaries of the trust or estate are citizens or residents of the U.S.

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AS REVIEWED 6/25 (PAGE 2 OF 2)

Sharon Lee | Pinnacle Realty Advisors | Generated EQUAL HOUS OPPORTUNITY



SELLER’S AFFIDAVIT OF NONFOREIGN STATUS AND CALIFORNIA WITHHOLDING (AS PAGE 2 OF 2)



PRDS® ADVISORY REGARDING NEW FEDERAL REQUIREMENT
GEOGRAPHIC TARGETING ORDER
DESIGNED FOR USE WITH PRDS® FORMS



Property Address: **2222 Raspberry Lane, Mountain, CA 94043**

On November 15, 2018, the Financial Crimes Enforcement Network (“FinCEN”), an agency of the United States Treasury Department, issued a Geographic Targeting Order directing Title Insurers and their agents to collect and report information about certain residential real estate transactions. The purpose of the Geographic Targeting Order is to assist law enforcement and regulatory agencies to identify potential money laundering.

The Geographic Targeting Order reporting requirement only applies to purchase transactions that meet all four (4) of the following criteria:

1. The property is a residential, not a commercial property;
2. The purchaser is a corporation, limited liability company, partnership or similar legal or business entity, as opposed to a person or trust;
3. The purchase is made without a bank loan or another similar form of institutional financing (absence of financing by a financial institution that is required to have an anti-money laundering policy); AND
4. Any portion of the purchase price (including initial deposit) is paid using currency, a cashier's check, a certified check, a traveler's check, a personal check, a business check, or a money order in any form, a funds transfer, or virtual currency.

The Geographic Targeting Order applies only to transaction involving residential real estate in three (3) Northern California Counties where the purchase price is \$300,000 or more:

San Francisco, San Mateo or Santa Clara

If a \$300,000 or more purchase meets all 4 of the criteria above in any of the three targeted Counties, the Title Company will be required to report some of the Buyer's non-public personal information (“NPI”) to FinCEN within 30 days of the closing. If a currently pending or future transaction may be subject to this new reporting requirement and the Buyer fails to provide the required information, the federal government has instructed Title Companies not to close the transaction.

Brokers cannot and will not determine the impact of this new requirement on any transaction. The undersigned acknowledges receipt of this Advisory.

DATE: 5/21/2026 SELLER: Signed by:
[Signature]

DATE: 5/21/2026 SELLER: DecuSigned by 4D4...
[Signature]

DATE: _____ BUYER: _____

DATE: _____ BUYER: _____

NATURAL HAZARD DISCLOSURE STATEMENT

THIS NATURAL HAZARD DISCLOSURE STATEMENT APPLIES TO THE FOLLOWING PROPERTY:
2222 RASPBERRY LN, MOUNTAIN VIEW, CA, 94043 ("PROPERTY")

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 the 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 High FHSZ in a local responsibility area

Very High FHSZ in a state responsibility area Very High FHSZ in a local responsibility area

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.

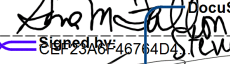
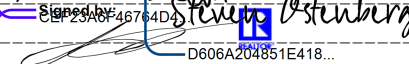
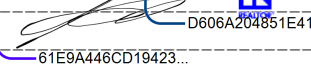
Yes: No:

A SEISMIC HAZARD ZONE pursuant to section 2696 of the Public Resources Code.

Yes (Landslide Zone): No: Map not yet released by the state:

Yes (Liquefaction Zone): No: Map not yet released by the state:

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE 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.

Signed by:	DocuSigned by:	5/21/2026
Signature of Sellers(s): 	Date:	5/21/2026
Signature of Sellers(s): 	Date:	5/21/2026
Seller's Agent(s): 	Date:	5/20/2026
Seller's Agent(s): _____	Date:	_____

Check only one of the following:

Sellers(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 sellers(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:

This statement was prepared by the following third-party disclosure provider: SNAPNHD, LLC on 04/24/26

Buyer represents that Buyer has read and understands this document. Pursuant to Section 1103.8 of the Civil Code, 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, Buyer(s) also acknowledge(s) they have received, read, and understand the additional disclosures, materials and legal information provided in this Report, in the tax disclosures (Mello-Roos and Special Assessments), in the Environmental Report (if ordered), and in the required notices and booklets/information regarding Environmental Hazards, Earthquake Safety, Home Energy Rating System, and Lead-Based Paint and Mold.

Government Booklets are available at: www.snapnhd.com/resources.

Signature of Buyer(s): _____ Date: _____

Signature of Buyer(s): _____ Date: _____

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 2008.

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: 2222 Raspberry Lane, Mountain View, CA 94043

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: 2222 Raspberry Lane, Mountain View, CA 94043

Date 5/21/2026 Time _____
 _____ (Buyer's signature) _____ (printed name)
Gina M. Fallon, Trustee

Date 5/21/2026 Time _____
 _____ (Buyer's signature) _____ (printed name)
Steven D Ostenberg, Trustee

Date 5/20/2026 Time _____
 _____ (Seller's signature) _____ (printed name)
Sharon Lee

Date _____ Time _____
 _____ (Listing agent's signature) _____ (printed name)
Pinnacle Realty Advisors

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

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



NON-CONTINGENT OFFER ADVISORY
(C.A.R. Form NCOA, Revised 6/24)

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 property does not appraise at a certain value; **(iii)** if the Buyer is dissatisfied with the property's condition after an inspection; **(iv)** if an insurance policy cannot be obtained for an acceptable cost; or **(v)** 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. Each contingency may stand alone and may not be a reason to use a different contingency (i.e. cannot use the loan contingency because of a low appraisal even if that is the reason the lender denies the loan). If you remove a specific contingency and try to cancel for that reason, you may legally be in default under the contract and could be required to pay damages or forfeit your deposit to Seller. 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. Without this contingency, you cannot cancel if the loan is declined, whether through your fault or the fault of your lender.
 - 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. 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. 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.
 - D. **INSURANCE CONTINGENCY:** An insurance contingency allows you to determine the availability and cost of insurance for the property. With rising replacement costs and increased natural disasters, insurance is becoming harder and more expensive to find. The ability to acquire insurance may affect your willingness to own the property and may affect your lender's ability to give you a loan, however the insurance contingency is not necessarily part of the investigation or loan contingency. You should investigate this early in the process.
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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BUYER'S INVESTIGATION WAIVER
(This form is intended for use between a buyer and buyer's broker.)
(C.A.R. Form BIW, Revised 6/25)

Property Address: 2222 Raspberry Lane, Mountain View, CA 94043 ("Property").

This form does not alter the legal or contractual relationship between a buyer and seller.

1. IMPORTANCE OF PROPERTY INVESTIGATION: Unless otherwise specified in the purchase agreement used, the physical condition of the land and any improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, (i) you should conduct thorough inspections, investigations, tests, surveys and other studies ("Investigations") of the Property personally and with professionals of your own choosing who should provide written reports of their findings and recommendations, and (ii) you should not rely solely on reports provided by Seller or others. A general physical (home) inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If any professional recommends additional Investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional Investigations.

2. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and to investigate and verify information and facts that you know or that are within your diligent attention and observation. If the purchase agreement gives you the right to investigate the Property the best way to protect yourself is to exercise this right. However, you must do so in accordance with the terms of, and time specified in, that agreement. It is extremely important for you to read all written reports/disclosures provided by professionals and to discuss the results of Investigations with the professionals who conducted the Investigations.

3. WAIVERS:

A. HOME INSPECTION WAIVER: Broker recommends that Buyer obtain a home inspection, even if Seller or Broker has provided Buyer with a copy of a home inspection report obtained by Seller or a previous buyer. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

Buyer has decided not to obtain a general home inspection at this time. Unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain a general home inspection.

B. WOOD DESTROYING PEST INSPECTION WAIVER: Broker recommends that Buyer obtain an inspection for wood destroying pests and organisms (whether paid for by Buyer or Seller). IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

Buyer has decided not to obtain an inspection for wood destroying pests and organisms at this time. Unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain an inspection for wood destroying pests and organisms.

C. OTHER: Broker recommends that Buyer obtain an inspection for the following items:

IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

Buyer has decided not to obtain the inspection(s) noted above at this time. Unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain such inspection(s).

4. WAIVERS OF ADDITIONAL INVESTIGATIONS RECOMMENDED BY OTHER REPORTS:

A. Buyer has received the following Report(s) that recommend that Buyer obtain additional Investigations:

Initial [Signature] [X] General Home Inspection Report, prepared by Bluebird Inspections dated 04/30/2026

[X] Wood Destroying Pest and Organism Report, prepared by Bluebird Termite dated 04/30/2026

[] Other Inspection Report, prepared by dated

[] Other Inspection Report, prepared by dated

[] Other Inspection Report, prepared by dated

B. Broker recommends that Buyer obtain those additional Investigations. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

Buyer has decided not to obtain any of the additional inspections, investigations, or reports at this time and, unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain such additional inspections, investigations, or reports.

Buyer represents and agrees that Buyer has independently considered the above, and all other Investigation options, has read all written reports provided by professionals and discussed the results with the professional who conducted the Investigation. Buyer further agrees that unless Buyer makes a subsequent election in writing during Buyer's Investigation period, if any, Buyer waives the right to conduct the Investigation(s) above.

Buyer Date

Buyer Date

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HOMEOWNER'S GUIDE TO EARTHQUAKE SAFETY


Residential Earthquake Risk Disclosure Statement (2020 Edition)

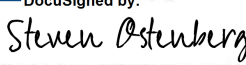
Name Gina M. Fallon, TTE, Steven D. Ostenberg, TTE Assessor's Parcel No. 147-37-088
 Street Address 2222 Raspberry Ln. Year Built 2008
 City Mountain View County Santa Clara Zip Code 94043

Answer these questions to the best of your knowledge. If any of the questions are answered "No," your home is likely to have an elevated/disclosable earthquake risk. If you do not have actual knowledge as to whether these risks exist, answer "Don't Know." Questions answered "Don't Know" may indicate a need for further evaluation. If your home does not have the feature, answer "Doesn't Apply." If you corrected one or more of these risks, describe the work on a separate page. The page numbers in the right-hand column indicate where in this guide you can find information on each of these features.

	Yes	No	Doesn't Apply	Don't Know	See Page
1. Is the water heater braced to resist falling during an earthquake?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14
2. Is your home bolted to its foundation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15
3. If your home has crawl space (cripple) walls:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
a. Are the exterior crawl space (cripple) walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17
b. If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	18
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	19
5. If your home is on a hillside:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
a. Are the exterior tall foundation walls braced?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20
b. Are the tall posts or columns either built to resist earthquakes or have they been strengthened?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20
6. If the exterior walls of your home are made of unreinforced masonry, either completely or partially, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	21
7. If your home has a room over the garage, is the wall around the garage door opening built to resist earthquakes or has it been strengthened?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22
8. Is your home outside an Alquist-Priolo Earthquake Fault Zone (an area immediately surrounding known active earthquake faults)?	<i>To be reported on the Natural Hazard Disclosure Statement</i>				
9. Is your home outside a Seismic Hazard Zone (an area identified as susceptible to liquefaction or a landslide)?	<i>To be reported on the Natural Hazard Disclosure Statement</i>				

As seller of the property described herein, I have answered the questions above to the best of my knowledge in an effort to disclose fully any potential earthquake risks it may have.

Signed by:
EXECUTED BY

 Seller Gina M. Fallon, TTE

DocuSigned by:

 Seller Steven D. Ostenberg, TTE

5/21/2026
 Date

I acknowledge receipt of the Homeowner's Guide to Earthquake Safety and this Disclosure Statement, completed and signed by the seller. I understand that if the seller has answered "No" to one or more questions, or if the seller has indicated a lack of knowledge, there may be one or more earthquake risks in this home.

Buyer _____ Buyer _____ Date _____

This Disclosure Statement is made in addition to the standard real estate transfer disclosure statement also required by law.

Disclosure: Public Amenities

Subject Property: 222 Raspberry Lane, Mountain View, CA

The item(s) checked below might influence your decision regarding the purchase of the subject property. Should you wish for additional information, you are encouraged to do further investigation.

Airfields

There are four airfields in Santa Clara County; San Jose International Airport, Reid-Hillview, Moffett Federal Airfield, Palo Alto Airport. Frequency of flights and air patterns can create sound for some properties.

Shoreline Amphitheater, Mountain View

Concerts are held at this outdoor theater from time to time. Sound from these concerts can carry over into portions of Mountain View, Palo Alto and Los Altos.

Paul Masson Winery/ Montalvo Center for the Arts

These two "Centers" sponsor outdoor concerts during the summer months. Sound from these concerts can carry over into portions of Saratoga.

Caltrain Commuter Service

Commuter trains run at regular intervals from San Jose to San Francisco. Sound from these trains can carry over into portions of nearby communities.

Southern Pacific Train

A Southern Pacific train runs from San Jose to Cupertino and back to San Jose three times a week. Sound from this train can carry over into portions of nearby communities.

Dated: 5/21/2026

Signed by:
Seller: *Sho McAllen* 5/21/2026
CEF23A6F46764D4...

DocuSigned by:
Seller: *Steven Ostenberg* 5/21/2026
D606A204851E418...

Buyer acknowledges receipt of this Disclosure:

Dated: _____

Buyer: _____

Buyer: _____

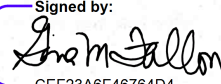
Checklist of Items Included & Excluded From Sale

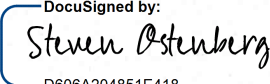
Property Address:

Items:	Included	Excluded	N/A
Range/Stove	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator(s):	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Location & # of Unit <i>Kitchen - 1</i>			
Location & # of Unit			
Washer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dryer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Home Entertainment System:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Television/Flat Screen	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Speakers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Components	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Outdoor Speakers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Above Ground Spa	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Play structure	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pool fence	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Solar (PV) System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Charging Station For EV	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Security Alarm System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
All attached window coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
All hardwired light fixtures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
All bathroom mirrors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Item Included: *Under cabinet magnetic knife/scissor holder, under cabinet LED lighting, fold out storage door in front of sink, Patio furniture.*

Additional Item Excluded:

Signed by:

 Seller: CEf23A6F46764D4...

DocuSigned by:

 Seller: D606A204851E418... Steven Osterberg Date: 5/21/2026

Buyers:

Buyers:

Date:

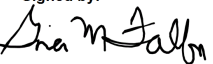
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

RESIDENTIAL ENVIRONMENTAL HAZARDS: A Guide For Homeowners, Homebuyers, Landlords and Tenants 2011

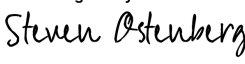
This guide was originally developed by M. B. Gilbert Associates, under contract with the California Department of Real Estate in cooperation with the California Department of Health Services. The 2005 edition was prepared by the California Department of Toxic Substances Control, in cooperation with the California Air Resources Board and the California Department of Health Services, and meets all State and Federal guidelines and lead disclosure requirements pursuant to the Residential Lead-Based Paint Hazard Reduction Act of 1992. The 2005 edition incorporates the Federal "Protect Your Family from Lead" pamphlet. The 2011 update was developed by the California Department of Toxic Substances Control. This booklet is offered for information purposes only, not as a reflection of the position of the administration of the State of California.

Seller Copy Received and Reviewed:

Buyer Copy Received and Reviewed:

Signed by:
 5/21/2026
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Signature / Date

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 5/21/2026
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Signature / Date

Visit Us on our Website: www.fntic.com



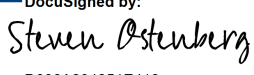
ISSUING OFFICE: 675 N. First Street, 4th Floor, San Jose, CA 95112

Seller Copy Received and Reviewed:

FOR SETTLEMENT INQUIRIES, CONTACT:

Lawyers Title Company
1440 Chapin Ave, Suite 250 • Burlingame, CA 94010
(650)445-6310 • FAX (650)249-0114

Signed by:  5/21/2026

DocuSigned by:  5/21/2026

**Another Prompt Delivery From Lawyers Title Company Title Department
Where Local Experience And Expertise Make A Difference**

PRELIMINARY REPORT

Title Officer: Andrew Benavides
Email: andrew.benavides@titlegroup.fntg.com
Title No.: FLNP-0052600387-AB

Escrow Officer: Carlota Villatoro and Aileen Michael Team
Email: Carlota.Villatoro@ltic.com
Escrow No.: FLNP-0052600387

TO: Pinnacle Realty Advisors
4260 El Camino Real
Palo Alto, CA 94306
Attn: Juliana Lee

Buyer Copy Received and Reviewed:

Signature / Date

PROPERTY ADDRESS(ES): 2222 Raspberry Lane, Mountain View, CA

EFFECTIVE DATE: April 20, 2026 at 07:30 AM

Signature / Date

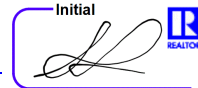
The form of policy or policies of title insurance contemplated by this report is:

- ALTA Homeowner's Policy of Title Insurance 2021
- ALTA Loan Policy 2021 Extended

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:



Gina M. Fallon and Steven D. Ostenberg, trustees of the Gina Fallon and Steven Ostenberg Trust, under Trust Declaration Dated May 11, 2015

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:


SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

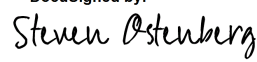


INSPECTION REPORT

Seller Copy Received and Reviewed:

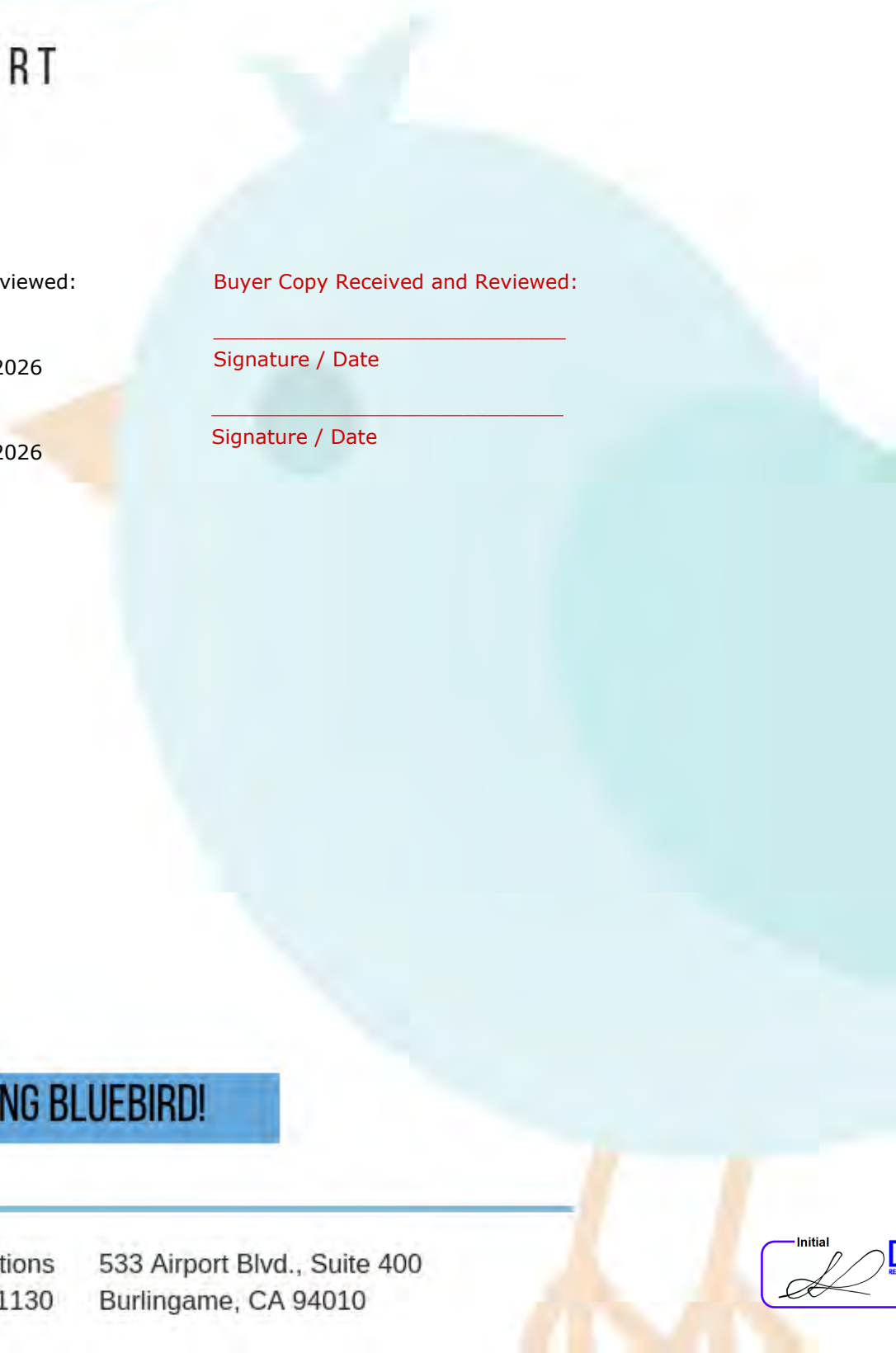
Buyer Copy Received and Reviewed:

Signed by:
 5/21/2026
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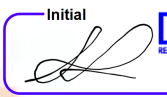
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 Signature / Date


 Signature / Date



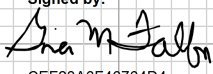
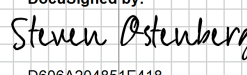
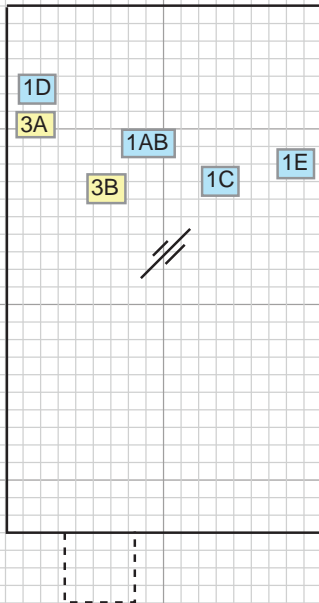
THANK YOU FOR CHOOSING BLUEBIRD!

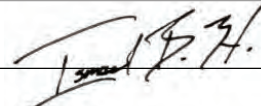


WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. 2222	Street, City, Zip Raspberry Lane, Mountain View, CA 94043	Date of Inspection 04/30/2026	No. of Pages 17
Bluebird Termite 533 Airport Boulevard #400 Burlingame, CA 94010 (650) 440-1130 info@bluebirdtermite.com		 www.bluebirdtermite.com	
Firm Registration No. 8156	Report No. 11087	Escrow No.	
Ordered By: Juliana Lee	Property Owner/Party of Interest:	Report Sent To: Juliana Lee Gina Fallon	
COMPLETE REPORT <input type="checkbox"/> LIMITED REPORT <input checked="" type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input type="checkbox"/>			
General Description: Three story, townhome dwelling, attached garage, occupied, furnished; limited to the interior		Inspection Tag Posted: Garage	
		Other Tags Posted: None or none in the past two years	
An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks, and any other structures not on the diagram were not inspected.			
Subterranean Termites <input type="checkbox"/> Drywood Termites <input checked="" type="checkbox"/> Fungus/Dryrot <input checked="" type="checkbox"/> Other Findings <input checked="" type="checkbox"/> Further Inspection <input checked="" type="checkbox"/>			
If any of above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.			

(Diagram Not to Scale)

<p>Seller Copy Received and Reviewed:</p> <p>Signed by:  5/21/2026 CEF23A6F46764D4...</p> <p>DocuSigned by:  5/21/2026 D606A204851E418...</p>		<p style="color: red;">Buyer Copy Received and Reviewed:</p> <p>_____ Signature / Date</p> <p>_____ Signature / Date</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------

Inspected By Ismael Bautista Hernandez License No. FR 71304 Signature 

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies, contact: Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, CA 95815-3831.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188, or www.pestboard.ca.gov.

Attention zipForm® Users:

Note that due to file size constraints, you will need to access and email all 5 of the following EPUBD forms separately as listed below:

- ? 1_HAZARDS - Residential Environmental Hazards
- ? 2_LEAD - Protect Your Family from Lead in Your Home
- ? 3_HERS - Home Energy Rating Pamphlet
- ? 4_EARTHQUAKE - Homeowner's Guide to Earthquake Safety
- ? 5_SIG PAGE - Signature Page - PRINT (includes signature page for HERS, Environmental Hazards and Earthquake Safety, Federal Lead and Toxic Mold.)

Buyer Copies Received and Reviewed:

Signature / Date:

Signature / Date:



Buyer Copy Received and Reviewed:

Signature / Date

FHDS NOTICE

Seller Copy Received and Reviewed:

Signature / Date

This property **IS NOT** located in a State HIGH OR VERY HIGH FIRE HAZARD ZONE

Signed by:

Chia M. Salas

5/21/2026

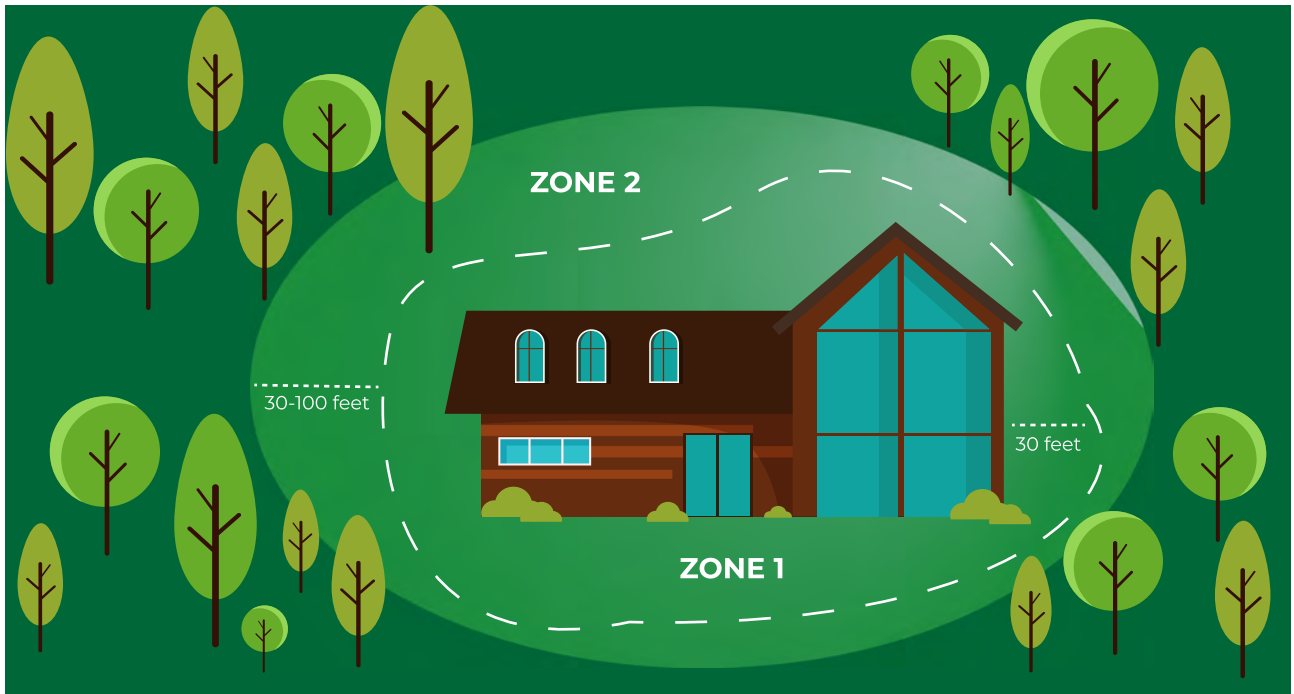
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DocuSigned by:

Steven Ostenberg

5/21/2026

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Please consult the AB38 Fire Hardening and Defensible Space disclosure located in the report. This property may have additional disclosure requirements pursuant to AB38 and may require the buyer and seller to come to an agreement regarding a defensible space inspection.

REQUEST A DEFENSIBLE SPACE INSPECTION FROM CAL FIRE:

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

LEARN MORE ABOUT DEFENSIBLE SPACE:

<https://www.fire.ca.gov/dspace>

2222 Raspberry Ln, Mountain View, CA 94043-2629, Santa Clara County

APN: 147-37-088 CLIP: 2606082160



Beds 3	Full Baths 2	Half Baths 1	Sale Price \$724,500	Sale Date 09/15/2008
Bldg Sq Ft 1,703	Lot Sq Ft 1,145	Yr Built 2008	Type CONDO	

Buyer Copy Received and Reviewed:

Seller Copy Received and Reviewed: Signature / Date

OWNER INFORMATION		Signed by:	Signature / Date
Owner Name	Fallon Gina M (Te)	<i>Gina M Fallon</i>	5/21/2026
Owner Name 2	Ostenberg Steven D (Te)	<i>Steven Ostenberg</i>	5/21/2026
Tax Billing City & State	Mountain View, CA		
Tax Billing Zip	94043		
		Tax Billing ZIP + 4 Code	2629
		Owner Occupied	Yes
		Mail Opt Out Flag	Y

COMMUNITY INSIGHTS			
Median Home Value	\$2,010,556	School District	MOUNTAIN VIEW WHISMAN
Median Home Value Rating	10 / 10	Family Friendly Score	37 / 100
Total Crime Risk Score (for the neighborhood, relative to the nation)	23 / 100	Walkable Score	76 / 100
Total Incidents (1 yr)	105	Q1 Home Price Forecast	\$1,990,022
Standardized Test Rank	84 / 100	Last 2 Yr Home Appreciation	5%

LOCATION INFORMATION			
Census Tract	5093.04	Comm College District Code	Foothill
Tract Number	9874	Elementary School District	Mountain View Elem S
Mailing Carrier Route	C046	Flood Zone Code	X
Subdivision	Rockberry Villas	Flood Zone Panel	06085C0036H
Zoning	R3-22	Flood Zone Date	05/18/2009
School District	Mountain View Los Al	Within 250 Feet of Multiple Flood Zone	Yes (X500I, X)

TAX INFORMATION			
APN	147-37-088	Lot #	8
Tax Area	05010	% Improved	50%
Water Tax Dist	Santa Clara Vly Zone		
Legal Description	TRACT 9874 ROCKBERRY VILLAS BOOK 819 PAGE 27 PAGE 28 LOT 8		

ASSESSMENT & TAX			
Assessment Year	2025	2024	2023
Assessed Value - Total	\$932,968	\$914,676	\$896,742
Assessed Value - Land	\$466,484	\$457,338	\$448,371
Assessed Value - Improved	\$466,484	\$457,338	\$448,371
YOY Assessed Change (\$)	\$18,292	\$17,934	
YOY Assessed Change (%)	2%	2%	

Tax Year	Total Tax	Change (\$)	Change (%)
2023	\$11,019		
2024	\$11,163	\$145	1.31%
2025	\$11,165	\$2	0.02%

Jurisdiction	Tax Type	Tax Amount
Sfbra Measure Aa	Actual	\$12.00
Scvwd Flood Contr	Actual	\$26.52
Safe Clean Water	Actual	\$39.14
Total Of Special Assessments	Actual	\$344.06

CHARACTERISTICS			
Lot Acres	0.0263	Half Baths	1
Lot Sq Ft	1,145	Cooling Type	Yes
Style	L-Shape	Heat Type	Forced Air

Gross Area	1,703
Building Sq Ft	1,703
Ground Floor Area	380
2nd Floor Area	824
Stories	3
Condition	Good
Quality	Good
Total Rooms	6
Bedrooms	3
Total Baths	3
Full Baths	2

Patio Type	None
Garage Type	Garage
Garage Sq Ft	430
Construction	Wood
Year Built	2008
Effective Year Built	2008
Other Rooms	Family Room
Building Class	D
County Use Code	Condo/Townhouse
Universal Land Use	Condominium
# of Buildings	1

SELL SCORE			
Rating	High	Value As Of	2026-05-17 06:32:57
Sell Score	682		

RENTAL TRENDS			
Estimated Value	5770	Cap Rate	2.3%
Estimated Value High	7088	Forecast Standard Deviation (FSD)	0.23
Estimated Value Low	4452		

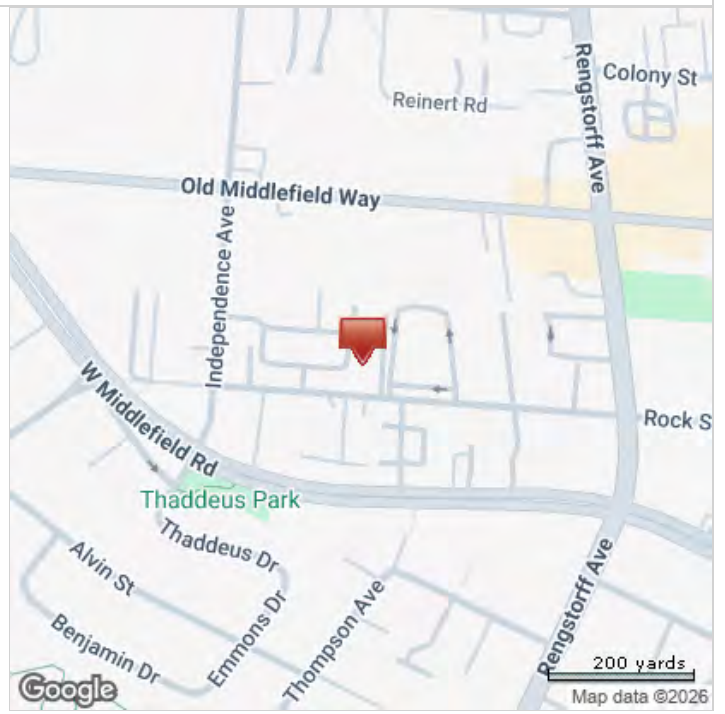
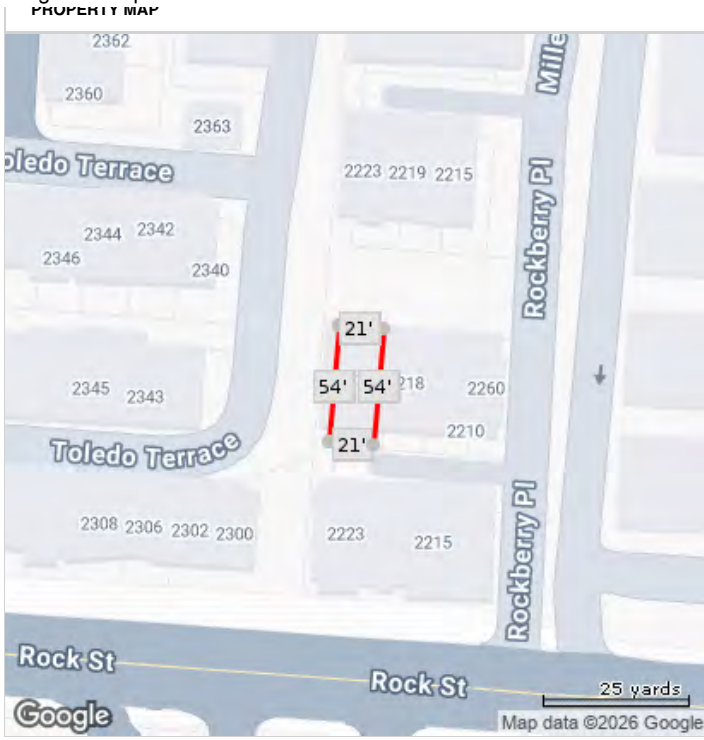
(1) Rental Trends is a CoreLogic® derived value and should be used for informational purposes only. Rental Trends is not intended to provide recommendations regarding rental prices, lease renewal terms, or occupancy levels to landlords.

(2) The FSD denotes confidence in a Rental Trends estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion a Rental Trends estimate will fall within, based on the consistency of the information available at the time of estimation. The FSD can be used to create confidence that the displayed value has a statistical degree of certainty.

LAST MARKET SALE & SALES HISTORY			
Recording Date	11/07/2008	Deed Type	Grant Deed
Settle Date	09/15/2008	Owner Name	Fallon Gina M (Te)
Sale Price	\$724,500	Owner Name 2	Ostenberg Steven D (Te)
Price Per Sq Ft	\$425.43	Seller Name	Rockberry Villas LLC
Document Number	20040093	Title Company	First American Title
Sale Type	Unknown		

Recording Date	07/10/2015	11/07/2008	09/26/2006
Settle Date	05/11/2015	09/15/2008	08/07/2006
Sale Price		\$724,500	\$3,050,000
Nominal	Y		
Multi/Split Sale Type			Multi
Owner Name	Fallon Gina Trust	Fallon Gina M	Rockberry Villas LLC
Seller Name	Ostenberg Steven D	Rockberry Villas LLC	Wang L & J 2006 Trust
Document Number	23014015	20040093	19118155
Deed Type	Quit Claim Deed	Grant Deed	Grant Deed
Title Company	Attorney Only	First American Title	Alliance Title Co

MORTGAGE HISTORY					
Mortgage Date	04/25/2014	06/11/2009	11/07/2008	11/07/2008	09/26/2006
Mortgage Amount	\$469,600	\$501,500	\$417,000	\$85,600	\$2,000,000
Mortgage Lender	Quicken Lns Inc	Wells Fargo Bk Na	Wells Fargo Bk Na	Wells Fargo Bk Na	Bank Of The West
Borrower Name	Fallon Gina M	Fallon Gina M	Fallon Gina M	Fallon Gina M	Rockberry Villas LLC
Borrower Name 2	Ostenberg Steven D	Ostenberg Steven D	Ostenberg Steven D	Ostenberg Steven D	
Mortgage Purpose	Refi	Refi	1st Time Sale	1st Time Sale	Resale
Mortgage Type	Conventional	Conventional	Conventional	Conventional	Conventional
Mortgage Term	20	30	30	30	
Mortgage Term Code	Years	Years	Years	Years	



*Lot Dimensions are Estimated