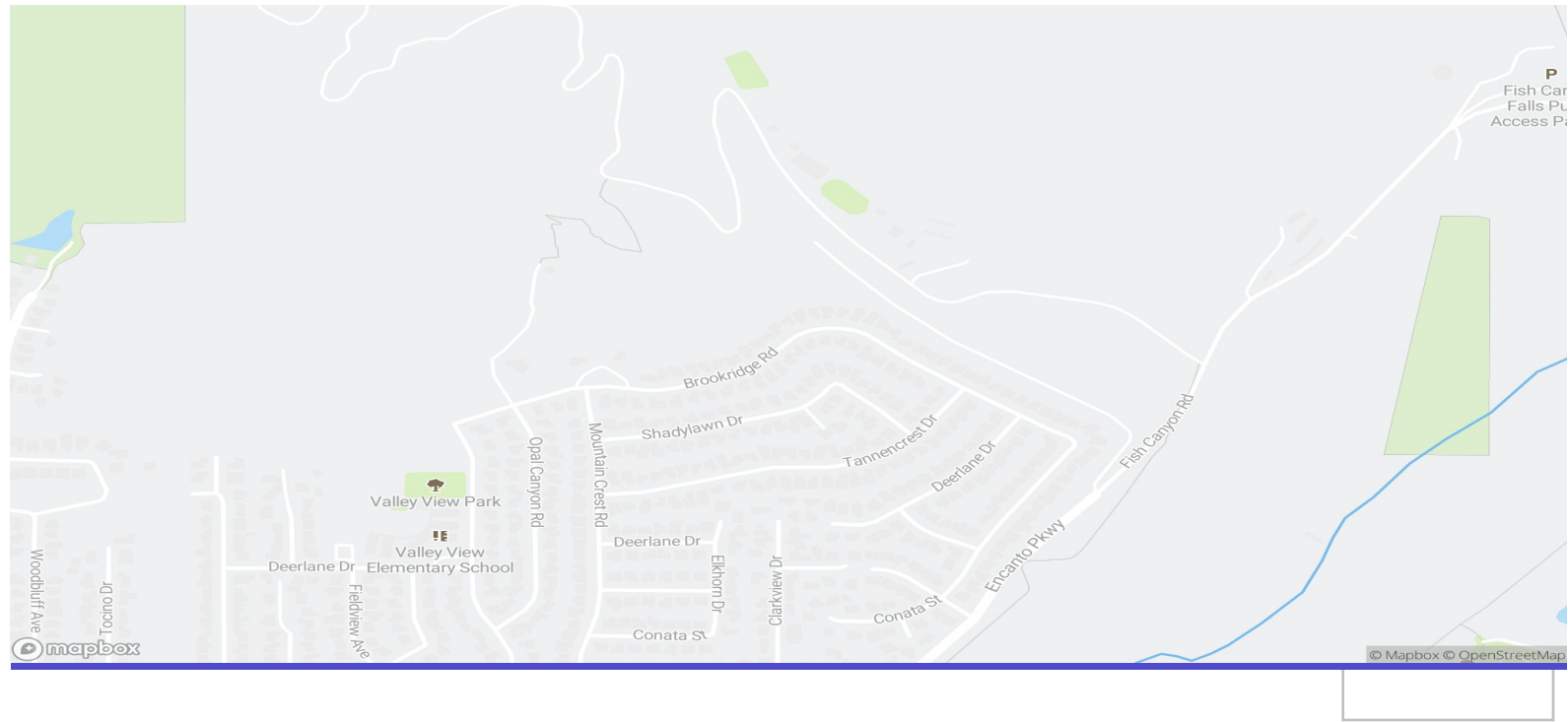




DISCLOSURE PACKAGE

3343 Brookridge Rd

DUARTE, CA 91010



Marcus Ibrahim
marcus@teamibrahim.com
6172852966
Lic.#02103911

Helen Ibrahim
helen@teamibrahim.com
(630) 881-1035
Lic.#02109556

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Signatures

Buyers and Buyer Agents acknowledge receipt of all documents:

Buyer	_____	Date	_____
Buyer	_____	Date	_____
Buyer Agent	_____	Date	_____
Buyer Agent	_____	Date	_____



REAL ESTATE TRANSFER DISCLOSURE STATEMENT
(CALIFORNIA CIVIL CODE §1102, ET SEQ.)
(C.A.R. Form TDS, Revised 6/24)

☐ This property is a duplex, triplex, fourplex or otherwise has additional dwelling units. A TDS is required for all units. This TDS is for ALL units (or ☐ only unit(s) _____).

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Duarte, COUNTY OF Los Angeles, STATE OF CALIFORNIA, DESCRIBED AS 3343 Brookridge Rd.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 07/21/2026. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

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

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

- ☐ Inspection reports completed pursuant to the contract of sale or receipt for deposit.
☐ Additional inspection reports or disclosures: _____

☒ 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:*

- | | | |
|---|---|--|
| ☒ Range | ☒ Public Sewer System | ☒ Water Heater: |
| ☒ Oven | ☐ Septic Tank | ☒ Gas ☐ Solar ☐ Electric |
| ☒ Microwave | ☐ Sump Pump | ☒ Water Supply: |
| ☒ Dishwasher | ☐ Water Softener | ☒ City ☐ Well |
| ☐ Trash Compactor | ☒ Patio/Decking | ☐ Private Utility or Other _____ |
| ☒ Garbage Disposal | ☐ Built-in Barbecue | ☒ Gas Supply: |
| ☒ Washer/Dryer Hookups | ☐ Gazebo | ☒ Utility ☐ Bottled (Tank) |
| ☐ Rain Gutters | ☐ Security Gate(s) | ☒ Window Screens |
| ☐ Burglar Alarms | ☒ Garage: | ☐ Window Security Bars |
| ☒ Carbon Monoxide Device(s) | ☒ Attached ☐ Not Attached | ☐ Quick Release Mechanism on Bedroom Windows |
| ☒ Smoke Detector(s) | ☐ Carport | ☒ Water-Conserving Plumbing Fixtures |
| ☐ Fire Alarm | ☒ Automatic Garage Door Opener(s) | |
| ☐ TV Antenna | ☒ Number Remote Controls <u>1</u> | |
| ☐ Satellite Dish | ☐ Sauna | |
| ☐ Intercom | ☐ Hot Tub/Spa: | |
| ☒ Central Heating | ☐ Locking Safety Cover | |
| ☒ Central Air Conditioning | ☐ Pool: | |
| ☐ Evaporator Cooler(s) | ☐ Child Resistant Barrier | |
| ☐ Wall/Window Air Conditioning | ☐ Pool/Spa Heater: | |
| ☒ Sprinklers | ☐ Gas ☐ Solar ☐ Electric | |

Exhaust Fan(s) in None 220 Volt Wiring in Garage, Kitchen (Oven) Fireplace(s) in Family Room
Gas Starter OF 1 Roof(s): Type: Asphalt Shingles Age: Don't know (approx.)
Other: Solar Panels, EV Charger Hookup, Battery Backup, Smart Home Devices

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☐ Yes/☒ No. If yes, then describe. (Attach additional sheets if necessary): _____

(*see note on page 2)

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TDS REVISED 6/24 (PAGE 1 OF 3)

Buyer's Initials _____ / _____ Seller's Initials CP SP

Marcus Ibrahim | eXp Realty of Greater Los Angeles Inc. | Generated EQUAL HOUS OPPORTUNITY

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 1 OF 3)

508d06db-a839-4040-b322-9d263b4c2e05

Property Address: 3343 Brookridge Rd, Duarte, CA 91010 Date: 07/21/2026

If this Property is a duplex, triplex, triplex, fourplex or otherwise has additional dwelling units, this TDS is for unit # _____.

- B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ☐ Yes ☒ No. If yes, check appropriate space(s) below.
- ☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s) ☐ Windows ☐ Doors ☐ Foundation ☐ Slab(s)
☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plumbing/Sewers/Septics ☐ Other Structural Components
(Describe: _____)

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

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

- C. Are you (Seller) aware of any of the following:
1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property..... ☐ Yes ☒ No
 2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property..... ☒ Yes ☐ No
 3. Any encroachments, easements or similar matters that may affect your interest in the subject property ☒ Yes ☐ No
 4. Room additions, structural modifications, or other alterations or repairs made without necessary permits ☐ Yes ☒ No
 5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes ☐ Yes ☒ No

(Note to C4 and C5: If transferor acquired the property within 18 months of accepting an offer to sell it, transferor shall make additional disclosures regarding the room additions, structural modifications, or other alterations or repairs on a Seller Property Questionnaire (C.A.R. Form SPQ).)

6. Fill (compacted or otherwise) on the property or any portion thereof..... ☐ Yes ☒ No
7. Any settling from any cause, or slippage, sliding, or other soil problems ☐ Yes ☒ No
8. Flooding, drainage or grading problems ☐ Yes ☒ No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides..... ☐ Yes ☒ No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements..... ☐ Yes ☒ No
11. Neighborhood noise problems or other nuisances..... ☐ Yes ☒ No
12. CC&R's or other deed restrictions or obligations ☐ Yes ☒ No
13. Homeowners' Association which has any authority over the subject property ☐ Yes ☒ No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)..... ☐ Yes ☒ No
15. Any notices of abatement or citations against the property..... ☐ Yes ☒ No
16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to § 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to § 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to § 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to § 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☐ Yes ☒ No

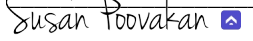
If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): C. 2: West - Wrought iron gate is shared with the neighbor. Fire department has access through this gate and will do an annual brush clearance check on this property (and others as well).

C. 3: Fire department has access through the west gate and must be kept clear in case of emergencies.

C: The irrigation system is operational. Some sprinkler heads may require adjustment, cleaning, or nozzle replacement to achieve optimal spray patterns.

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

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

Seller Charles Poovakan 
Seller Susan Poovakan 

Charles Poovakan Date 08/07/2026

Susan Poovakan Date 08/07/2026

Property Address: 3343 Brookridge Rd, Duarte, CA 91010 Date: 07/21/2026
If this Property is a duplex, triplex, triplex, fourplex or otherwise has additional dwelling units, this TDS is for unit # _____.

III. AGENT'S INSPECTION DISCLOSURE

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

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

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

Agent (Broker Representing Seller) eXp Realty of Greater Los Angeles Inc. (Please Print)
By Marcus Ibrahim  Marcus Ibrahim Date 07/23/2026
(Associate Licensee or Broker Signature)

IV. AGENT'S INSPECTION DISCLOSURE

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

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

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

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

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

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

Seller Charles Poovakan  Charles Poovakan Date 08/07/2026
Seller Susan Poovakan  Susan Poovakan Date 08/07/2026
Buyer _____ Date _____
Buyer _____ Date _____

Agent (Broker Representing Seller) eXp Realty of Greater Los Angeles Inc. (Please Print)
By Marcus Ibrahim  Marcus Ibrahim Date 07/23/2026
(Associate Licensee or Broker Signature)

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

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

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

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TDS REVISED 6/24 (PAGE 3 OF 3)

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REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 3 OF 3)

508d06db-a839-4040-b322-9d263b4c2e05



This addendum is given in connection with the property known as 3343 Brookridge Rd, Duarte, CA 91010

_____ (“Property”),
in which _____ is referred to as (“Buyer”)
and Charles Poovakan, Susan Poovakan is referred to as (“Seller”).

[TDS] Real Estate Transfer Disclosure Statement

1) II.A. Gas Starter:

To the left of the fireplace.

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

Buyer _____ Date _____

Buyer _____ Date _____

Seller Charles Poovakan  Charles Poovakan Date 08/07/2026

Seller Susan Poovakan  Susan Poovakan Date 08/07/2026

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SELLER PROPERTY QUESTIONNAIRE (C.A.R. Form SPQ, Revised 6/26)

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

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

Seller makes the following disclosures with regard to the real property or manufactured home described as 3343 Brookridge Rd, Assessor's Parcel No. 8610-019-059, situated in Duarte, County of Los Angeles California ("Property").

☐ This property is a duplex, triplex, fourplex, or otherwise has additional dwelling units. A SPQ is required for all units. This SPQ is for ALL units (or ☐ only unit(s) _____).

1. **Disclosure Limitation:** The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker, has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.
2. **Note to Seller, PURPOSE:** To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
 - Answer based on actual knowledge and recollection at this time.
 - Something that you do not consider material or significant may be perceived differently by a Buyer.
 - Think about what you would want to know if you were buying the Property today.
 - Read the questions carefully and take your time.
 - If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.
3. **Note to Buyer, PURPOSE:** To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
 - Something that may be material or significant to you may not be perceived the same way by the Seller.
 - If something is important to you, be sure to put your concerns and questions in writing (C.A.R. Form BMI).
 - Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
 - Seller's disclosures are not a substitute for your own investigations, personal judgments, or common sense.
4. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No."
 - A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified.
 - Explain any "Yes" answers in the space provided or attach additional comments and check **paragraph 19B** is checked and attach additional comments.
5. **DOCUMENTS:** Documents include any reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys, or other documents the pertain to:
 - (i) the condition or repair of the Property;
 - (ii) any improvement on this Property;
 - (iii) easements, encroachments, or boundary disputes affecting the Property.

These documents include, but are not limited to, any document:

- (i) prepared in the past or present;
- (ii) provided during any previous transaction or from a previous owner;
- (iii) indicating the condition or proposing recommendations, whether or not Seller acted upon them; and
- (iv) whether or not it was provided to the Seller.

- A. Are you (Seller) aware of any Documents regarding the Property that were prepared before your ownership, whether in your possession or in the possession of others? ☐ Yes ☒ No
- B. Are you (Seller) aware of any Documents regarding the Property that were prepared for you during your ownership, whether in your possession or in the possession of others? ☐ Yes ☒ No
- C. Are you (Seller) aware of any Documents regarding the Property that were provided by others during your ownership (such as Documents obtained by potential buyers)? ☐ Yes ☒ No

Note: If yes to any, provide any such documents in your possession to Buyer. Receipt for Reports (C.A.R. Form RFR) may be used to list such documents and explanation can be given to provide context.

If Yes to any, provide explanation: _____

6. **STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:** **ARE YOU (SELLER) AWARE OF...**
- A. Within the last 3 years, the death of an occupant of the Property upon the Property ☐ Yes ☒ No
(Note to Seller: The manner of death may be a material fact to the Buyer, and should be disclosed, except for a death by HIV/AIDS.)

Property Address: 3343 Brookridge Rd, Duarte, CA 91010

If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units, this SPQ is for unit # _____.

- B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) ☐ Yes ☒ No
- C. The release of an illegal controlled substance on or beneath the Property ☐ Yes ☒ No
- D. Whether the Property is located in, or adjacent to, an "industrial use" zone ☐ Yes ☒ No
(In general, a zone or district allowing manufacturing, commercial or airport uses.)
- E. Whether the Property is affected by a nuisance created by an "industrial use" zone ☐ Yes ☒ No
- F. Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) ☐ Yes ☒ No
- G. Whether the Property is (i) a condominium or (ii) located in a planned unit development or (iii) other common interest subdivision (see **paragraph 14** for more disclosures) ☐ Yes ☒ No
- H. Insurance claims affecting the Property within the past 5 years ☐ Yes ☒ No
- I. Matters affecting title of the Property ☐ Yes ☒ No
- J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 ☐ Yes ☒ No
- K. Any inspection reports on any exterior balconies, stairways, or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums ☐ Yes ☒ No
(See C.A.R. Form WBSA for more information)
- L. Material facts or defects affecting the Property not otherwise disclosed to Buyer ☐ Yes ☒ No

If Yes to any, provide explanation: _____

7. REPAIRS AND ALTERATIONS:

ARE YOU (SELLER) AWARE OF...

- A. Any alterations, modifications, replacements, improvements, remodeling, or material repairs on the Property (including those resulting from Home Warranty claims) ☐ Yes ☒ No
- B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? ☒ Yes ☐ No
- C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) ☐ Yes ☒ No
- D. Any part of the Property being painted within the past 12 months ☒ Yes ☐ No
- E. Whether the Property was built before 1978 (if No, leave (1) and (2) blank) ☐ Yes ☒ No
(1) If yes, whether any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (2) blank) ☐ Yes ☐ No
(2) If yes to (1), whether such renovations were done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule ☐ Yes ☐ No
- F. Whether you acquired the property within 18 months of accepting an offer to sell it ☐ Yes ☒ No
If yes, have any room additions, structural modifications, or other alterations or repairs (collectively "Improvements") been performed by a contractor while you have owned the Property? ☐ Yes ☐ No

Note 1: If yes to F(1), Seller shall provide in the Explanation below: (i) a list of such Improvements and (ii) the name and contact information for each contractor who performed services of \$1,000 or more.

Note 2: If yes to F(1), Seller shall provide in the Explanation below (i) a list of those Improvements for which Seller has obtained permits, and Seller shall attach copies of those permits to this SPQ, and (ii) for those Improvements for which Seller does not have a permit, Seller shall include a statement identifying those Improvements stating that Seller was not provided permits by the third party making the Improvement, and providing the contact information for such third parties from whom the Buyer may obtain those permits.

If Yes to any, provide explanation: _____

See overflow paragraph 1

8. STRUCTURAL, SYSTEMS AND APPLIANCES:

ARE YOU (SELLER) AWARE OF...

- A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors, or appliances ☒ Yes ☐ No
- B. The existence of a solar power system (if yes, Seller to provide C.A.R. Form SOLAR) ☒ Yes ☐ No
- C. The existence of a septic system, well, or propane tank (if yes, Seller to provide C.A.R. Form SWPI-Q) ☐ Yes ☒ No
- D. The leasing of any of the following on or serving the Property: water softener system, water purifier system, or alarm system ☐ Yes ☒ No
- E. Whether any structure on the Property other than the main improvement is used as a dwelling ☐ Yes ☒ No
(1) If Yes to E, whether there are separate utilities and meters for the dwelling ☐ Yes ☐ No
(2) If Yes to E, whether the dwelling received a permit or other government approval as an Accessory Dwelling Unit (ADU) ☐ Yes ☐ No

If Yes to any, provide explanation: 8. A: Property Item Defects

Fireplace: Fireplace recently whitewashed for a fresh, modern aesthetic decorative fireplace.

8. B: 7.220kW solar system with 10 kW battery backup system.

9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

ARE YOU (SELLER) AWARE OF...

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

Property Address: 3343 Brookridge Rd, Duarte, CA 91010
If this Property is a duplex, triplex, or otherwise has additional dwelling units, this SPQ is for unit # _____.

- B. Receiving domestic water storage tank assistance pursuant to § 13194 of the Water Code or whether the real property ever received such assistance and the real property currently still has the domestic storage tank..... ☐ Yes ☒ No
If yes, the following disclosure is made: (1) This property has a domestic water storage tank provided by a county, community water system, local public agency, or nonprofit organization, pursuant to § 13194 of the Water Code. (2) The domestic water storage tank was made available to households that had a private water well that had gone dry, or had been destroyed due to drought, wildfire, other natural disasters, or was otherwise nonfunctioning. (3) The domestic water storage tank provided pursuant to § 13194 of the Water Code might not convey with the real property. (4) Due to the water well issues that led to this property obtaining assistance pursuant to § 13194 of the Water Code, the buyer is advised to have an inspection of the water well and to have a professional evaluate the availability of water to the property to ensure it suits the purposes for which the buyer is purchasing the property.

If Yes to any, provide explanation: _____

10. WATER-RELATED AND MOLD ISSUES:

ARE YOU (SELLER) AWARE OF...

- A. Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property..... ☒ Yes ☐ No
B. Any problem with or infestation of mold, mildew, fungus, or spores, past or present, on or affecting the Property.... ☐ Yes ☒ No
C. Rivers, streams, flood channels, underground springs, high watertable, floods, or tides, on or affecting the Property or neighborhood ☒ Yes ☐ No

If Yes to any, provide explanation: 10. A: Kitchen sink drain leaked in the past year. Ultimately repaired followed up with new kitchen cabinets. Roof leak from initial solar system installation. Solar company repaired it under warranty.

10. C: There is a stream/mountain drainage approx 200 feet behind the property. This property has never been issued a flood evacuation to my knowledge.

11. PETS, ANIMALS, AND PESTS:

ARE YOU (SELLER) AWARE OF...

- A. Past or present pets on or in the Property ☒ Yes ☐ No
B. Past or present problems with livestock, wildlife, insects, or pests on or in the Property ☒ Yes ☐ No
C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above ☒ Yes ☐ No
D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above ☒ Yes ☐ No
If so, when and by whom

If Yes to any, provide explanation: See overflow paragraph 2

12. BOUNDARIES, ACCESS, AND PROPERTY USE BY OTHERS:

ARE YOU (SELLER) AWARE OF...

- A. Surveys, easements, encroachments or boundary disputes..... ☒ Yes ☐ No
B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways, or other forms of ingress or egress or other travel or drainage ☐ Yes ☒ No
C. Use of any neighboring property by you..... ☐ Yes ☒ No

If Yes to any, provide explanation: 12. A: There is fire department access between us and the neighbor to the west.

13. LANDSCAPING, POOL AND SPA:

ARE YOU (SELLER) AWARE OF...

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

If Yes to any, provide explanation: 13. B (2): Upper yard not covered by any irrigation system.

13. E: Yes. Recently replaced a few sprinkler heads.

14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS (AND ANY OTHER PROPERTIES FOR WHICH ANY PARAGRAPH A-F APPLIES): (IF APPLICABLE)

ARE YOU (SELLER) AWARE OF...

- A. Property being: (i) a condominium; (ii) being located in a planned unit development or; (iii) being located in a common interest subdivision ☐ Yes ☐ No
B. Any Homeowners' Association (HOA) which has any authority over the subject property ☐ Yes ☐ No
C. Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others)..... ☐ Yes ☐ No
D. CC&R's or other deed restrictions or obligations ☐ Yes ☐ No
E. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property ☐ Yes ☐ No
F. CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improvements made on or to the Property..... ☐ Yes ☐ No
(1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or HOA Committee requirement..... ☐ Yes ☐ No



Property Address: 3343 Brookridge Rd, Duarte, CA 91010

If this Property is a duplex, triplex, or otherwise has additional dwelling units, this SPQ is for unit # _____.

(2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA Committee
..... ☐ Yes ☐ No

If Yes to any, provide explanation: Section not applicable.

15. TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS:

ARE YOU (SELLER) AWARE OF...

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

If Yes to any, provide explanation: 15. D: Wrought iron gate to the west is shared with the neighbor. The rustic and characteristic mailbox pole is shared with 3 owners.

15. E: Yes. Fire department has access to the west area.

16. NEIGHBORS/NEIGHBORHOOD:

ARE YOU (SELLER) AWARE OF...

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

If Yes to any, provide explanation: See overflow paragraph 3

17. GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

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

If Yes to any, provide explanation: 17. G: Upper yard goes through brush clearance inspection annually.

17. H: Occasional peacock.

18. OTHER:

ARE YOU (SELLER) AWARE OF...

- A. Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present ☐ Yes ☒ No
- B. Any residue, which may be indicated by smell or test results, from smoking tobacco or nicotine products, which includes the use of an electronic cigarette or vape device. ☐ Yes ☒ No
- C. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth ☐ Yes ☒ No
- D. Whether the Property was originally constructed as a Manufactured or Mobile home ☐ Yes ☒ No
- E. Whether the Property is tenant occupied. ☐ Yes ☒ No
- If Yes, do you have photographs from the beginning of the tenancy (if in your possession, provide along with any other move-in reports created at the beginning of the tenancy) ☐ Yes ☐ No

Property Address: 3343 Brookridge Rd, Duarte, CA 91010

If this Property is a duplex, triplex, or otherwise has additional dwelling units, this SPQ is for unit # _____.

F. Whether the Property was previously tenant occupied even if vacant now..... ☒ Yes ☐ No
If Yes, disclose if you know the method or manner of how the tenancy ended.

If Yes to any, provide explanation: 18. F: After the lease ended, the tenant was given a notice to vacate and moved out. There was no eviction. Owner has since moved in.

19. MATERIAL FACTS:

A. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ☐ Yes ☒ No

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

If Yes to any, provide explanation: _____

Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from Seller's own duty of disclosure.

Seller Charles Poovakan  Charles Poovakan Date 08/07/2026
Seller Susan Poovakan  Susan Poovakan Date 08/07/2026

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

Buyer _____ Date _____

Buyer _____ Date _____

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SPQ REVISED 6/26 (PAGE 5 OF 5)

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SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 5 OF 5)

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This addendum is given in connection with the property known as 3343 Brookridge Rd, Duarte, CA 91010

in which _____ ("Property"),
and _____ is referred to as ("Buyer")
and Charles Poovakan, Susan Poovakan is referred to as ("Seller").

[SPQ] Seller Property Questionnaire

1) 7. Repairs and Alterations – Explanation:

7. B: 7.220kW Enphase solar system with battery backup in 03/2022 by Evolution Energy.

7. D: Yes. Home recently refreshed with new paint, inside and out.

7: Replaced various items with no changes to the floorplan, structure, or layout. This includes, but is not limited to the following: kitchen cabinets and countertop, retrofit replacement dual pane windows, cabinet handles, shower heads, faucets.

2) 11. Pets, Animals, and Pests – Explanation:

11. A: Neighbors have 2 well trained dogs that will come over to visit.

11. B: Yes. Property has been treated for gophers in the past.

11. C: Home was previously rented out with cat urine stains left on the carpet. All of this has been replaced with LVP.

11. D: Home was previously rented out with cat urine stains left on the carpet. All of this has been replaced with LVP.

3) 16. Neighbors/Neighborhood – Explanation:

16. A: Brookridge Rd is the most desirable area in this neighborhood. Also known as Upper Fish Canyon, there is occasional wildlife, including, but not limited to bears, deers, owls, snakes, rabbits, raccoons, skunks, squirrels, coyotes, etc.

16. B: There is no fence or wall separating this property from the neighboring property to the west. As a result, the neighbor's dogs will occasionally enter this property. In Seller's personal experience, the dogs have been friendly and well behaved. In Seller's opinion, their presence has been an added measure of protection by deterring wildlife and providing an extra set of eyes on the property. Seller recognizes, however, that some buyers may prefer not to have neighboring dogs and may view this differently.

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

Buyer _____ Date _____

Buyer _____ Date _____

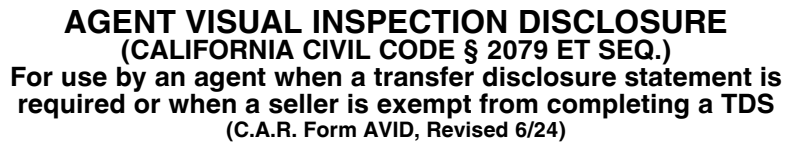
Seller Charles Poovakan _____ Charles Poovakan Date 08/07/2026

Seller Susan Poovakan _____ Susan Poovakan Date 08/07/2026

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525 South Virgil Avenue, Los Angeles, California 90020





If this Property is a duplex, triplex, or fourplex, this AVID is for unit # _____.

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

Entry (excluding common areas): Front doorknob area is patched/moved down
See attached: Entry#1-1.jpg

Living Room: Nothing to note
See attached: Living Room#1-1.jpg

Dining Room: Nothing to note
See attached: Dining Room#1-1.jpg

Kitchen: Some residual paint on the bottom of doorframe
See attached: Kitchen#1-1.jpg, Kitchen#1-2.jpg, Kitchen#1-3.jpg

Other Room: Living Room: Nothing to note
See attached: Living Room#1-1.jpg

Hall/Stairs (excluding common areas): Nothing to note
See attached: Hall/Stairs#1-1.jpg

Bedroom # 1 : some discoloration on baseboards
See attached: bedroom #1-1.jpg, bedroom #1-2.jpg

Bedroom # 2 : Some scuff marks on doir
See attached: bedroom #2-1.jpg, bedroom #2-2.jpg

Bedroom # 3 : Some scuff marks on closet door
See attached: bedroom #3-1.jpg, bedroom #3-2.jpg

Bedroom # 4 : Some paint overspray on doorframe
See attached: bedroom #4-1.jpg, bedroom #4-2.jpg

Bath # 2 : Primary bath - some paint splatter on bottom of doorframe
See attached: bath #2-1.jpg, bath #2-2.jpg

Bath # 3 : 2nd full bath- some wear and tear and metal clip on inside of door.
See attached: bath #3-1.jpg, bath #3-2.jpg, bath #3-3.jpg

Bath # _____:

Bath # _____:



If this Property is a duplex, triplex, or fourplex, this AVID is for unit # _____.

Other: Entrance from garage: Some paint overspray on doorframe
See attached: Entrance from garage#1-1.jpg

Other: _____

Other: _____

☐ See Addendum for additional rooms/structures: _____

Garage/Parking (excluding common areas): Old stains in ceiling by vent pipe.
See attached: Garage/Parking#1-1.jpg, Garage/Parking#1-2.jpg

Exterior Building and Yard - Front/Sides/Back: _____

Other Observed or Known Conditions Not Specified Above: _____

This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.

Real Estate Broker (Name of Firm that performed the inspection): eXp Realty of Greater Los Angeles, Inc.

Inspection Performed By (Name of individual agent or broker): Helen Ibrahim

Inspection Date/Time: 2026-07-21 10:30:27AM Weather conditions: Few clouds, Temp: 77.2 F

Other persons present: N/A

By Helen Ibrahim  Helen Ibrahim Date 07/23/2026

(Signature of Associate Licensee or Broker who performed the inspection)

Reminder: Not all defects are observable by a real estate licensee conducting an inspection. The inspection does not include testing of any system or component. Real Estate Licensees are not home inspectors or contractors. BUYER SHOULD OBTAIN ADVICE ABOUT AND INSPECTIONS OF THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.

I/we acknowledge that I/we have read, understand and received a copy of this disclosure.

Buyer _____ Date _____

Buyer _____ Date _____

I/we acknowledge that I/we have received a copy of this disclosure.

(The initials below and Broker signature are not required but can be used as evidence that the initialing or signing party has received the completed form.)

Seller CP  /SP 

Real Estate Broker (that did NOT fill out this AVID) _____

By _____ Date _____

(Associate Licensee or Broker Signature)

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AVID REVISED 6/24 (PAGE 3 OF 3)

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AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 3 OF 3)

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Entry#1-1.jpg



Living Room#1-1.jpg



Dining Room#1-1.jpg



Kitchen#1-1.jpg



Kitchen#1-2.jpg



Kitchen#1-3.jpg



Living Room#1-1.jpg



Hall/Stairs#1-1.jpg



Entrance from garage#1-1.jpg



bedroom #1-1.jpg



bedroom #1-2.jpg



bath #2-1.jpg



bath #2-2.jpg



bedroom #2-1.jpg



bedroom #2-2.jpg



bedroom #3-1.jpg



bedroom #3-2.jpg



bedroom #4-1.jpg



bedroom #4-2.jpg



bath #3-1.jpg



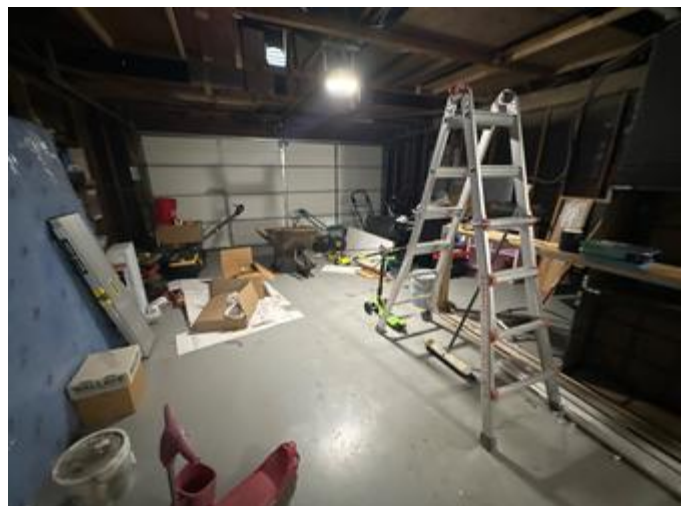
bath #3-2.jpg



bath #3-3.jpg



Garage/Parking#1-1.jpg



Garage/Parking#1-2.jpg



**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For
Pre-1978 Housing Sales, Leases, or Rentals**
(C.A.R. Form LPD, Revised 6/26)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR
☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Other: _____,
dated _____, on property known as: 3343 Brookridge Rd, Duarte, CA 91010 ("Property")
in which _____ is referred to as Buyer or Tenant
and Charles Poovakan, Susan Poovakan is referred to as Seller or Housing Provider.
Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

LEAD WARNING STATEMENT (SALE OR PURCHASE): Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL): Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

1. SELLER'S OR HOUSING PROVIDER'S DISCLOSURE:

A. I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following: None

B. I (we) have no records or reports pertaining to lead-based paint and/or lead based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant: None

C. I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has **10 days** unless otherwise agreed in the real estate contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Charles Poovakan

Charles Poovakan 08/07/2026

Seller or Housing Provider

Date

Susan Poovakan

Susan Poovakan 08/07/2026

Seller or Housing Provider

Date

Property Address: 3343 Brookridge Rd, Duarte, CA 91010

2. LISTING AGENT'S ACKNOWLEDGMENT:

Seller or Housing Provider's Agent has informed Seller or Housing Provider of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

eXp Realty of Greater Los Angeles Inc.

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

By

Marcus Ibrahim

Associate-Licensee or Broker Signature

07/23/2026

Date

Marcus Ibrahim

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT:

A. (1) I (we) have received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed, if any, in **paragraph 1B** above.

OR (2) (if initialed) _____/_____ I have not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing that are identified in **paragraph 1B** above.

B. I have received the pamphlet "*Protect Your Family From Lead In Your Home*" or an equivalent pamphlet approved for use in the State such as "*The Homeowner's Guide to Environmental Hazards and Earthquake Safety*."

C. **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**

D. **For Sales Transactions Only:** Buyer acknowledges the right for **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) ☐ Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Buyer or Tenant

Date

Buyer or Tenant

Date

4. BUYER OR TENANT AGENT'S ACKNOWLEDGMENT:

Buyer or Tenant's Agent has informed Seller or Housing Provider, through the Listing Agent if the property is listed, of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Agent (Broker obtaining the Offer)
(Please print)

By

Associate-Licensee or Broker Signature

Date

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LPD REVISED 6/26 (PAGE 2 OF 2)

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

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ADVISORY

1. **SOLAR OWNERSHIP:** Solar power systems may be owned outright, owned with financing, owned with a lien or security interest on the real property, or leased. Many property owners who believe they own their solar power system may not have free and clear ownership of that system. Ownership could be subject to a deed of trust issued to secure a note financing the system or subject to a UCC-1 financing statement filed with the California Secretary of State. The solar power system financing may also be secured by an assessment against the real property that is collected through additional property tax payments for the period of financing (e.g., HERO or PACE). Because this type of financing appears on property tax statements, sellers may be unaware that the financing is secured by a lien on the property. Some owners obtain private lending to purchase a solar power system that is not secured by the real property or by the panels or other equipment attached to it. If the seller intends for these private loans to be paid off as part of a sale, terms may need to be added to the agreement to address this situation.

2. **SOLAR EQUIPMENT, LIENS, POWER PURCHASE AGREEMENTS, AND SOLAR LEASES:** If a solar power system is owned by the seller, the seller may have the right to remove the system or its components and install them on another property. If the system has been financed and the financing is secured by a lien on the property or the component parts, the seller should consult with the company about both the effect of removal of the system or its components on the lien and the consequence of any damage caused by the removal.

If the solar power system is leased, the seller may be obligated to make fixed or scheduled monthly payments, or be required to purchase all, or a portion, of the solar power generated at an agreed contractual rate from the solar company who may be granted the right to sell any excess energy to the electrical provider company (e.g., PG&E) in accordance with the system's governing regulatory scheme. Payments under such an arrangement can vary depending on the amount of energy created and used.

If the solar power system is leased, a buyer may be permitted to assume the terms of a solar lease but only with the approval of the solar company. Another lease clause may allow the purchase of the solar equipment prior to the end of the lease term or may allow the termination of the lease at cost with no retained ownership of the solar equipment (a "Buyout"). The lease may also contain a clause enabling the purchase of the equipment or the termination of the lease without any pre-agreed cost; in those cases, the cost will be an appraised value determined by the solar company.

Even a leased solar power system may have security interests attached, such as a UCC-1 or fixture filing document recorded in the county where the property is located. In some cases, the lender or lien holder may agree to allow the solar lien to subordinate to, or become secondary to, a new purchase loan. However, in many cases, the holder of the security interest will not release the priority of its security interest which means that the solar loan must either be paid off when the property is sold or that any buyer must purchase without obtaining any new financing.

3. **ADVERTISING MATERIAL:** All parties are advised that information posted in the Multiple Listing Service ("MLS") or other advertisements that are used to list and market a property for sale do not create contractual agreements. Thus, it is imperative that buyers of property with a solar power system ("Solar Property") receive and carefully review copies of all documents, including any solar agreement, underlying security agreements for owned equipment, or any other material or documentation that the seller possesses prior to the buyer making any final decision regarding the solar power system. Buyers should not simply rely on the information in the MLS or any other advertising material.

4. **PURCHASE CONTRACT AND TRANSFER ISSUES:** The C.A.R. Purchase Agreements include a contingency for the review of leased or lien items and systems which gives the buyer a right to review any agreements or documents related to any solar power system and to properly evaluate all of the present and future terms and conditions, including the costs of accepting the existing solar power system. The default language provides that the system is being transferred, and the buyer has a contingency to determine whether the buyer is willing or able to assume any lease, lien, or other agreement. If the solar power system is not intended to be transferred with the property, the parties may need to modify the contract.

If a leased or lien system is to be assumed by the buyer, the solar company may take steps to ensure its priority interest against the property and/or the buyer's lender may require a solar endorsement from the title company. If this occurs, escrow could be delayed. Buyers and sellers should be aware that because any buyout or assumption of a solar power system could impact closing escrow, they should consider including a provision in the purchase agreement to allow for the possible extension of the closing date to facilitate dealing with any problems that may arise because of the solar power system.

Buyers and sellers need to investigate and understand the obligations involved with transferring the solar power system. This may require signing paperwork regarding the assumption or transfer of the lease or relating to the lien. Additionally, there may be financial obligations required either to facilitate and close escrow, or that will remain ongoing for the buyer after close of escrow. The seller may have prepaid the lease for a certain period of time, and the buyer will need to understand the obligations that remain under the terms of that lease or the ramifications at the end of the lease. There may be maintenance, power purchase, or other agreements, which could apply even when the seller owns the solar power system outright. When there are financial obligations, it is important to understand the timing of those obligations, and whether they will need to be satisfied prior to close of escrow, at close of escrow, or after close of escrow.

Property Address:

3343 Brookridge Rd, Duarte, CA 91010

Date:

5. **SOLAR EVALUATION, RECOMMENDATIONS, AND LEGAL ADVICE:** Real estate brokers and their agents are not qualified to evaluate the terms, conditions, and any security interests in a solar power system. They are also not qualified to determine the quality of solar equipment or the impact of any regulatory scheme on the ownership or use of solar equipment. Buyers and sellers of Solar Property should consider retaining the services of a solar photovoltaic system inspector if one is available in the area where the property is located.

Brokers recommend that sellers and buyers of Solar Property exercise diligence in obtaining copies of any contracts, agreements, or other documents related to any possible solar power system security interests as soon as practicable so they can evaluate what needs to be done to facilitate a sale of the property. Sellers of Solar Property, prior to entering into a purchase agreement, should determine if a buyout or loan assumption is available and at what cost or terms so as to make full and complete disclosure to potential buyer and to avoid delays in closing escrow.

Whether or not a solar photovoltaic system inspector is used, buyers and sellers should consult with a qualified California real estate attorney prior to entering into any agreement to purchase or sell Solar Property. That attorney should evaluate the existing solar documentation and properly craft language to be included in the purchase agreement that will best protect the interests of their clients. Real estate brokers and their agents are allowed to prepare standard real estate transaction documents, but they are not qualified to create specialized contract language that may be needed to address the specific issues involved in any specific Solar Property.

QUESTIONNAIRE INSTRUCTIONS

- DISCLOSURE LIMITATION:** The following are representations made by Seller and are not the representations of the Agent(s), if any. These disclosures are not a warranty of any kind by Seller or any agent(s) and are not a substitute for any inspection, investigations, or warranties. Unless otherwise specified in writing, Broker and real estate licensee or other person working with or through Broker has not verified information provided by Seller. If Seller or Buyer wants legal advice, they should consult a qualified California real estate attorney.
- Note to Seller, PURPOSE:** This questionnaire informs Buyer about known material or significant items affecting the solar power system and helps eliminate misunderstandings about the solar power system.
 - If the property has multiple solar power systems, use a separate Solar Questionnaire for each system. For example, if the property has two solar systems, Seller should complete two separate SOLAR forms - one for each system.
 - Answer based on your actual knowledge and recollection at this time.
 - Something that you do not consider material or significant may be perceived differently by Buyer.
 - Think about what you would want to know if you were buying the Property today.
 - Read the questions carefully and take your time.
- Note to Buyer, PURPOSE:** To give you more information about known material facts or significant items affecting the solar power system; and to help to eliminate misunderstandings about the condition of the solar power system.
 - Something that may be material or significant to you may not be perceived the same way by Seller.
 - If something is important to you, put your concerns and questions into writing and send the written information to Seller.
 - Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
 - Seller's disclosures are not a substitute for your own investigations, personal judgments, or common sense.
 - A "No" answer by Seller means Seller is not aware of the issue; it does not mean that the issue does not exist.
- SELLER AWARENESS:** For each statement starting with paragraph 1 in the Solar Property Questionnaire section, below, answer the question "ARE YOU (SELLER) AWARE OF..." by checking either "Yes" or "No." A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented, unless otherwise specified. Explain any "Yes" answers in the space provided.

SOLAR PROPERTY QUESTIONNAIRE

- OWNERSHIP TYPE AND INFORMATION:** **ARE YOU (SELLER) AWARE OF...**
 - Are you aware of whether the property has multiple solar power systems? (If Yes, use a separate Solar Questionnaire to answer the questions in paragraphs 1-5 for each system.)..... ☒ Yes ☐ No
 - The solar power system is: ☒ Owned; ☐ Leased; ☐ Other _____
(If solar power system is owned, provide answers to paragraph 4 below. If solar power system is leased, provide answers to paragraph 5 below.)
 - Approximate age of the solar power system? 4 Years or ☐ Unknown
 - Name of the installation company? Evolution Energy or ☐ Unknown
- DOCUMENTS:** **ARE YOU (SELLER) AWARE OF...**
Any information, leases, warranties, maintenance or other agreements, reports, inspections, receipts or other documents (regardless of the date prepared) pertaining to the solar power system?..... ☒ Yes ☐ No
Note: If Yes, provide any such documents in your possession to Buyer.
Explanation: Yes. The solar panel system was originally purchased with 25 year warranty. The battery backup system was originally purchased with 10 year warranty.
- GENERAL QUESTIONS BASED ON SELLER'S KNOWLEDGE:** **ARE YOU (SELLER) AWARE OF...**
 - Whether the solar power system provides power for only a portion of the property?..... ☐ Yes ☒ No
 - Whether the house/system is connected to a utility service?..... ☒ Yes ☐ No
 - If Yes to 3B, what was the date of installation and connection to service? 2022
 - If Yes to 3B, does the connection have net energy metering?..... ☒ Yes ☐ No
 - If Yes to 3B(2), what tier or rate is related to the net energy metering? NEM 2.0
 - If Yes to 3B(2), is there an annual true-up bill from the power company?..... ☒ Yes ☐ No
 - If Yes to 3B(2)(B), what is the approximate bill amount? \$ Negative
 - Whether there is a battery bank or power wall that enables the system to run independent of a utility service (off-grid)?
..... ☒ Yes ☐ No



Property Address: 3343 Brookridge Rd, Duarte, CA 91010 Date: _____

- D. Whether any portion of the system is installed anywhere other than the roof?.....☐ Yes ☒ No
(1) If Yes to **3D**, where is the system located? _____
(2) If No to **3D**, how is the system attached to the roof (on top of the roofing material, to the structure, was any roofing material removed or replaced to install the system)? Do not know.
- E. Whether there is any transfer fee or any other fee for change of ownership, regardless of whether the solar power system is owned, leased, or subject to a power purchase agreement?..... ☒ Yes ☐ No
- F. Whether there is a maintenance agreement for the solar power system?.....☐ Yes ☒ No
- G. Whether there is a warranty that covers the solar power system?..... ☒ Yes ☐ No
If Yes to **3G**, is the warranty transferable?..... ☒ Yes ☐ No
- H. Material facts or information (provide details and specifics about the system including, but not limited to, the number of panels, kilowatt size, type of inverter) related to the solar power system?..... ☒ Yes ☐ No
- I. Other Obligations, Agreements, or Fees?..... ☒ Yes ☐ No
- Explanation: When new owners log into the system, Enphase charges an administrative fee.

4. ☐ **SOLAR POWER SYSTEM IS OWNED AND CONVEYING WITH THE PROPERTY:** **ARE YOU (SELLER) AWARE OF...**
- A. Whether the system still has a balance due on any financing?.....☐ Yes ☒ No
(1) If Yes to **4A**, what is the balance?..... \$ _____
(2) If Yes to **4A**, what is the monthly payment due on the financing?..... \$ _____
(3) If Yes to **4A**, is it secured by an interest on title?.....☐ Yes ☒ No
(4) If Yes to **4A**, is the loan transferable to or assumable by Buyer?.....☐ Yes ☒ No
NOTE: if financing for the solar power system is not secured on title, the agreement may have to be amended for Buyer to be responsible for the balance.
- B. Whether there is any other type of lien or encumbrance on title, on a property tax bill or otherwise?.....☐ Yes ☒ No
- C. Whether there is a power purchase agreement (if Yes, complete **paragraph 5** below)?.....☐ Yes ☒ No
- Explanation: _____

5. ☐ **SOLAR POWER SYSTEM IS SUBJECT TO:** ☐ **A LEASE;** ☐ **A POWER PURCHASE AGREEMENT ("PPA") (Check all that apply. If both, provide answers/explanations for both categories.)** **ARE YOU (SELLER) AWARE OF...**
- A. The name of the company with the lease or power purchase agreement?☐ Yes ☒ No
If Yes to **5A**, what is the name(s)? _____
Lease: _____ PPA: _____
- B. The year that the agreement(s) expires?☐ Yes ☒ No
If Yes to **5B**, what is the expiration year(s)? _____ (if PPA, _____)
- C. The current monthly solar payments?☐ Yes ☒ No
If Yes to **5C**, what is the amount? \$ _____ (if PPA, \$ _____)
- D. Whether the payment amounts vary from the amount provided in **5C** (If Yes, explain how the payments are structured in the future)?.....☐ Yes ☒ No
Lease: _____ PPA: _____
- E. Whether the lease or PPA is transferrable to or assumable by Buyer?
(1) Lease☐ Yes ☐ No ☒ N/A
(2) PPA☐ Yes ☐ No ☒ N/A
- F. Whether the solar power system will be owned at the end of the agreement? ☒ Yes ☐ No
(1) If No to **5F**, can the equipment be purchased?.....☐ Yes ☐ No
(2) If Yes to **5F(1)**, what is the estimated amount that would be due? \$ _____
- Explanation: _____

Seller acknowledges that Seller has read, understands and has received a copy of this Solar Advisory and Questionnaire, and Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller.

Seller Charles Poovakan  Charles Poovakan Date 08/07/2026
Seller Susan Poovakan  Susan Poovakan Date 08/07/2026

Buyer acknowledges that Buyer has read, understands and has received a copy of this Solar Advisory and Questionnaire.

Buyer _____ Date _____
Buyer _____ Date _____

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SOLAR ADVISORY AND QUESTIONNAIRE (SOLAR PAGE 3 OF 3)

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**FIRE HARDENING AND DEFENSIBLE SPACE
DISCLOSURE AND ADDENDUM**
(C.A.R. Form FHDS, Revised 6/25)

This is a disclosure and addendum to the Purchase Agreement, OR ☐ Other _____ ("Agreement"),
dated _____, on property known as 3343 Brookridge Rd, Duarte, CA 91010 ("Property"),
in which _____ is referred to as Buyer,
and Charles Poovakan, Susan Poovakan is referred to as Seller.

1. **LAW APPLICABILITY:** If this property does not meet the conditions stated in **paragraph 1A or 1B**, there is no requirement to complete the subsequent applicable paragraphs.
- A. Home Fire Hardening Disclosure:** The Notice and disclosure of vulnerabilities in **paragraph 2** are only required for sellers of residential properties if: **(i)** the Property contains one to four units; **(ii)** the seller is required to complete a Transfer Disclosure Statement (C.A.R. Form TDS or MHTDS); **(iii)** the Property is located in either a **high or very high** fire hazard severity zone; and **(iv)** the improvement(s) on the Property were constructed before January 1, 2010. IF ANY OF THESE FOUR CONDITIONS IS NOT MET, SELLER DOES NOT HAVE TO ANSWER THE QUESTIONS IN **PARAGRAPH 2B AND 2C**.
- B. Defensible Space Compliance:** The disclosures and requirements specified in **paragraph 3** are only required for sellers of residential properties if: **(i)** the Property contains one to four units; **(ii)** the seller is required to complete a Transfer Disclosure Statement (C.A.R. Form TDS or MHTDS); and **(iii)** the Property is located in either a **high or very high** fire hazard severity zone. IF ANY OF THESE THREE CONDITIONS IS NOT MET, **PARAGRAPH 3 DOES NOT HAVE TO BE COMPLETED**.
- C. Fire Hazard Severity Zone Status:** It may be possible to determine if a property is in a **high or very high** fire hazard severity zone by consulting with a natural hazard zone disclosure company or reviewing the company's report. This information may also be available through a local agency where this information should have been filed. Cal Fire has 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. A link to the viewer can be found on Cal Fire's website at <https://www.fire.ca.gov/dspace/>.

2. **FIRE HARDENING DISCLOSURE** (☐ Property is built on or after January 1, 2010. Paragraphs 2B and 2C do not have to be completed):

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

Explanation/Clarification: Question 1- I actually don't know. Question 6 - I don't think so, but I never actually looked.

- C. LIST OF LOW COST RETROFITS:** The following is a list of low cost retrofits developed and listed by the California Department of Forestry and Fire Protection (CAL FIRE) and the California Governor's Office of Emergency Services (OES). More information on home hardening is available at readyforwildfire.org. A list of low cost retrofits with dynamic links can be found at <https://readyforwildfire.org/wp-content/uploads/2025/04/Low-Cost-Retrofit-Flyer-Handout-.pdf>.

Have you (Seller) completed any of the following low-cost retrofits during the time you have owned the property? (If the retrofit was partially completed or only applied to a portion of the identified feature, or if similar work was performed, or if your response below needs clarification, provide the explanation/clarification below. If you are unsure if the retrofit item was completed or satisfied the conditions specified, check "No", and provide any explanation/clarification below.)

- | | |
|--|---|
| (1) Roof replaced with Class A fire-rated roof..... | ☐ Yes ☒ No |
| (2) Spaces between roof covering and sheathing blocked with non-combustible materials (bird stops)..... | ☐ Yes ☒ No |
| (3) Installation of noncombustible gutter cover on gutters to prevent the accumulation of leaves and debris in the gutter..... | ☐ Yes ☒ No |
| (4) Covered chimney and stovepipe outlets with a noncombustible corrosion-resistant metal mesh screen (spark arrestor), with 3/8 inch to 1/2 inch openings..... | ☐ Yes ☒ No |
| (5) Install ember and flame-resistant vents..... | ☐ Yes ☒ No |
| (6) Caulk and plug gaps greater than 1/8-inch around exposed rafters and blocking to prevent ember intrusion into the attic or other enclosed spaces..... | ☐ Yes ☒ No |
| (7) Inspect exterior siding for dry rot, gaps, cracks, and warping. Caulk or plug gaps greater than 1/8-inch in siding and replace any damaged boards, including those with dry rot..... | ☐ Yes ☒ No |
| (8) Install weather-stripping to gaps greater than 1/8-inch between garage doors and door frames to prevent ember intrusion. The weather-stripping must be compliant with UL Standard 10C..... | ☐ Yes ☒ No |
| (9) Replace windows with multi-paned windows that have at least one pane of tempered glass..... | ☐ Yes ☒ No |
| (10) Replace siding or deck using compliant noncombustible, ignition-resistant, or other OSFM Wildland Urban Interface (WUI) Products..... | ☐ Yes ☒ No |

- (11) Cover openings to operable skylights with a noncombustible metal mesh screen with openings in the screen not to exceed 1/8 inch. ☐ Yes ☒ No
- (12) Install a minimum 6-inch metal flashing, applied vertically on the exterior of the wall at the deck-to-wall intersection to protect the combustible siding material. ☐ Yes ☒ No

Explanation/Clarification: _____

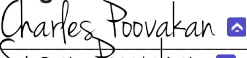
3. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM: (Paragraph 3 is only required to be completed if all three conditions in paragraph 1B are met; the Defensible Space Decision Tree (C.A.R. Form DSDT) may be consulted for additional information on how to complete this paragraph):

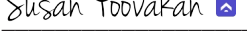
- A. LOCAL COMPLIANCE REQUIREMENTS:** The Property (☒ IS, ☐ is NOT) subject to a local vegetation management ordinance requiring defensible space around an improvement on the Property. (Paragraphs 3B and 3C must be completed regardless of the answer to paragraph 3A if the conditions in paragraph 1B are met.)
- B. SELLER REPRESENTATION OF PROPERTY COMPLIANCE** with the applicable State defensible space requirement or local vegetation management ordinance (hereafter, State or local defensible space law) at the time of Seller signature:
- (1) Seller is UNAWARE of whether the Property is in compliance with the applicable State or local defensible space law. Seller does NOT have a report prepared by an Authorized Defensible Space Inspector.
- OR (2) ☒ Property IS in compliance with State or local defensible space law, whichever is applicable. If ONLY State law applies, Seller must have obtained compliance within the last 6 months. Seller shall Deliver to Buyer documentation of compliance within **3 (or _____) Days** after Seller's execution of this FHDS form or the time specified in **paragraph 3N(1)** of the Agreement, whichever occurs last. If this paragraph is checked, also check **paragraph 3C(5)** below.
- OR (3) ☐ Property is NOT in compliance with State or local defensible space law, whichever is applicable. If Seller has, or agrees to obtain, a report prepared by an Authorized Defensible Space Inspector, Seller shall Deliver such report to Buyer within **3 (or _____) Days** after Seller's execution of this FHDS form or the time specified in **paragraph 3N(1)** of the Agreement, whichever occurs last.
- C. BUYER AND SELLER AGREEMENT REGARDING WHICH PARTY SHALL OBTAIN COMPLIANCE WITH APPLICABLE STATE OR LOCAL DEFENSIBLE SPACE REQUIREMENTS:**
- (1) **BUYER RESPONSIBILITY – NO LOCAL ORDINANCE.** Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow.*
- OR (2) ☐ **BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which requires compliance as a result of a sale of the Property. The local ordinance allows either Seller or Buyer to obtain documentation of compliance. Buyer shall comply with the requirements of the ordinance after Close Of Escrow.
- OR (3) ☐ **BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which does NOT require compliance as a result of a sale of the Property. Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow,* or if applicable comply with the local requirement after Close Of Escrow.
- OR (4) ☐ **SELLER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which requires compliance as a result of a sale of the Property. The local ordinance requires Seller to obtain documentation of compliance prior to Close of Escrow. Seller shall obtain documentation of compliance prior to the time for Buyer's final verification of condition.
- OR (5) ☐ **SELLER RESPONSIBILITY – STATE OR LOCAL COMPLIANCE ALREADY COMPLETE.** If ONLY state law applies, Seller has obtained documentation of compliance with State defensible space requirement within the last 6 months. For either State or local law, Seller shall Deliver documentation of compliance to Buyer;
- OR (6) ☐ **SELLER RESPONSIBILITY – AGREEMENT TO OBTAIN STATE COMPLIANCE.** Seller shall obtain documentation of compliance and Deliver to Buyer prior to the time for Buyer's final verification of condition.
- D.** The local agency from which a copy of the documentation in **paragraph 3B(2), 3B(3), 3C(4), 3C(5), or 3C(6)**, as applicable, may be obtained is _____, which may be contacted at _____.

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

- 4. ☐ FINAL INSPECTION REPORT DISCLOSURE:** The Property was newly constructed, or was rebuilt following damage by a fire and the construction required a permit, and Seller has obtained a final inspection report addressing compliance with home fire hardening recommended building standards as described in Government Code § 51182. Seller has a copy of the report, and it is attached, or ☐ Seller does not have a copy of the report and Buyer may obtain a copy at _____.

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

Seller Charles Poovakan  Charles Poovakan Date 08/07/2026

Seller Susan Poovakan  Susan Poovakan Date 08/07/2026

By signing below, Buyer acknowledges that they have received a copy of this Fire Hardening and Defensible Space Disclosure and Addendum, and they have read and understand the form and agree to the terms in paragraph 3C.

Buyer _____ Date _____

Buyer _____ Date _____

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FHDS REVISED 6/25 (PAGE 2 OF 2)

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

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

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

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

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

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

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

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

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

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

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DSDT 6/22 (PAGE 2 OF 2)

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DEFENSIBLE SPACE DECISION TREE (DSDT PAGE 2 OF 2)

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ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

"Proud Protectors of Life,
the Environment, and Property"

COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
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May 27, 2026

CURRENT PROPERTY OWNER
3343 BROOKRIDGE RD
DUARTE CA 91010

Dear Homeowner:

ANNUAL DEFENSIBLE SPACE INSPECTION COMPLIANCE LETTER **Congratulations you passed the inspection**

Your parcel (8610-019-059) was inspected on (05/04/2026) and was found to be **compliant** with the County of Los Angeles Fire Department's Fire Code for defensible space requirements. Thank you for your diligence in providing the defensible space that will help protect your home, your family, and firefighters during wildfire events.

Your local fire station may conduct further inspections of your property throughout the fire season and additional enforcement actions may occur if any violations are observed. Please remember that defensible space is a year-round responsibility. Ongoing maintenance and clearance are an essential component of being prepared in advance of a wildfire.

If you plan on selling your home in the next six months, this letter serves as evidence of a compliant defensible space inspection as required by California Assembly Bill 38 (AB38), Real Estate Defensible Space Inspections. After six months from the date of the inspection, a new inspection will be required for certain real estate transactions. If you need an AB38 - Real Estate Defensible Space Inspection, please contact the Defensible Space Unit at (626) 969-2375.

Again, thank you for your efforts in making your community more wildfire resilient.

I encourage you to visit our website at www.fire.lacounty.gov to stay updated on defensible space requirements, to download a copy of our *Ready! Set! Go!* brochure, and to develop your own wildfire action plan.

Very truly yours,

ANTHONY C. MARRONE, FIRE CHIEF

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS	CARSON	EL MONTE	INGLEWOOD	LAWNDALE	PICO RIVERA	SIGNAL HILL
ARTESIA	CERRITOS	GARDENA	IRWINDALE	LOMITA	POMONA	SOUTH EL MONTE
AZUSA	CLAREMONT	GLENDORA	LA CANADA-FLINTRIDGE	LYNWOOD	RANCHO PALOS VERDES	SOUTH GATE
BALDWIN PARK	COMMERCE	HAWAIIAN GARDENS	LA HABRA	MALIBU	ROLLING HILLS	TEMPLE CITY
BELL	COVINA	HAWTHORNE	LA MIRADA	MAYWOOD	ROLLING HILLS ESTATES	VERNON
BELL GARDENS	CUDAHY	HERMOSA BEACH	LA PUENTE	NORWALK	ROSEMEAD	WALNUT
BELLFLOWER	DIAMOND BAR	HIDDEN HILLS	LAKEWOOD	PALMDALE	SAN DIMAS	WEST HOLLYWOOD
BRADBURY	DUARTE	HUNTINGTON PARK	LANCASTER	PALOS VERDES ESTATES	SANTA CLARITA	WESTLAKE VILLAGE
CALABASAS		INDUSTRY		PARAMOUNT		WHITTIER



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): 3343 Brookridge Rd, Duarte, CA 91010 ("Property")
 - B. **TRANSFEROR'S NAME:** Charles Poovakan ("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 herein may result in a fine, imprisonment or both.

By Charles Poovakan  Date 08/07/2026
(Transferor's Signature) (Indicate if you are signing as the grantor of a revocable/grantor trust).

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)

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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)

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): 3343 Brookridge Rd, Duarte, CA 91010 ("Property")
 - B. **TRANSFEROR'S NAME:** Susan Poovakan ("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 herein may result in a fine, imprisonment or both.

By Susan Poovakan  Date 08/07/2026
(Transferor's Signature) (Indicate if you are signing as the grantor of a revocable/grantor trust).

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)

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1. **MARKET CONDITIONS:** Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or “hot” real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or “cool” market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these “distressed” property sales and listings into consideration when valuing property. In light of the real estate market’s cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.
2. **BUYER CONSIDERATIONS:**
 - A. **OFFERING PRICE: AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY.** Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: **(i)** If your offer is accepted, the property’s value may not increase and may even decrease. **(ii)** If your offer is accepted, you may have “Buyer’s remorse” that you paid too much. **(iii)** If your offer is rejected there can be no guarantee that you will find a similar property at the same price. **(iv)** If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.
 - B. **NON-CONTINGENT OFFERS:** Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: **(i)** the Buyer cannot obtain a loan; **(ii)** 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. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker’s advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:
 - (1) **LOAN CONTINGENCY:** If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.
 - (2) **APPRAISAL CONTINGENCY:** If your lender’s (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.
 - (3) **INVESTIGATION CONTINGENCY:** If you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your investigation contingency. 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.

- (4) **INSURANCE CONTINGENCY:** If you cannot obtain insurance or disapprove of the cost, and you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your insurance contingency.

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

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

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

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

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

Buyer _____ Date _____

Buyer _____ Date _____

Seller Charles Poovakan  Charles Poovakan Date 08/07/2026

Seller Susan Poovakan  Susan Poovakan Date 08/07/2026





DISCLOSURE INFORMATION ADVISORY (FOR SELLERS) (C.A.R. Form DIA, Revised 12/25)

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

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

4. COMPLETING SPECIFIC TYPES OF DISCLOSURE DOCUMENTS:

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

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

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

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

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

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

SELLER PROPERTY QUESTIONNAIRE

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



EXEMPT SELLER DISCLOSURE ("ESD")

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

5. FINAL RECOMMENDATIONS:

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

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

By signing below, Seller acknowledges that they have received a copy of this Disclosure Information Advisory, and they have read and understand its terms.

Seller Charles Poovakan 
Seller Susan Poovakan 

Charles Poovakan Date 08/07/2026

Susan Poovakan Date 08/07/2026

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DIA REVISED 12/25 (PAGE 3 OF 3)

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DISCLOSURE INFORMATION ADVISORY (DIA PAGE 3 OF 3)

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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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WILDFIRE DISASTER ADVISORY (WFDA PAGE 2 OF 2)

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WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR ADVISORY

(C.A.R. Form WCMD, Revised 6/24)

1. WATER-CONSERVING PLUMBING FIXTURES

A. INSTALLATION:

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

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

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

2. CARBON MONOXIDE DETECTORS:

A. INSTALLATION:

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

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

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

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

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

Seller	<u>Charles Poovakan</u>	<u>Charles Poovakan</u>	Date	<u>08/07/2026</u>
Seller	<u>Susan Poovakan</u>	<u>Susan Poovakan</u>	Date	<u>08/07/2026</u>
Buyer	_____		Date	_____
Buyer	_____		Date	_____

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

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WATER HEATER AND SMOKE ALARM STATEMENT OF COMPLIANCE (C.A.R. Form WHSD, Revised 12/23)

Property Address: 3343 Brookridge Rd, Duarte, CA 91010

NOTE: For use only for REO sales with Exempt Seller Disclosure (ESD). A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

WATER HEATER STATEMENT OF COMPLIANCE

- STATE LAW:** California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion. "Water heater" means any standard water heater with a capacity of no more than 120 gallons for which a pre-engineered strapping kit is readily available. (Health and Safety Code § 19211d). Although not specifically stated, the statute requiring a statement of compliance does not appear to apply to a properly installed and bolted tankless water heater for the following reasons: There is no tank that can overturn; Pre-engineered strapping kits for such devices are not readily available; and Bolting already exists that would help avoid displacement or breakage in the event of an earthquake.
- LOCAL REQUIREMENTS:** Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable water heater bracing, anchoring or strapping requirements for your property.
- TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code § 19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development.
- CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code § 19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller Charles Poovakan Charles Poovakan Date 08/07/2026
Seller Susan Poovakan Susan Poovakan Date 08/07/2026

The undersigned hereby acknowledge(s) receipt of a copy of this document.

Buyer _____ Date _____
Buyer _____ Date _____

SMOKE ALARM STATEMENT OF COMPLIANCE

- STATE LAW:** California Law requires that (i) every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke alarm, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations (Health and Safety Code § 13113.8) and (ii) all used manufactured or mobilehomes have an operable smoke alarm in each sleeping room.
- LOCAL REQUIREMENTS:** Some local ordinances impose more stringent smoke alarm requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable smoke alarm requirements for your property.
- TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code § 13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke alarms. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development (HCD).
- EXCEPTIONS:** Generally, a written statement of smoke alarm compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.
- CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with the law by having operable smoke alarm(s) (i) approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations Health and Safety Code § 13113.8 or (ii) in compliance with Manufactured Housing Construction and Safety Act (Health and Safety Code § 18029.6) located in each sleeping room for used manufactured or mobilehomes as required by HCD and (iii) in accordance with applicable local ordinance(s).

Seller Charles Poovakan Charles Poovakan Date 08/07/2026
Seller Susan Poovakan Susan Poovakan Date 08/07/2026

The undersigned hereby acknowledge(s) receipt of a copy of this Water Heater and Smoke Alarm Statement of Compliance.

Buyer _____ Date _____
Buyer _____ Date _____

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WATER HEATER AND SMOKE ALARM STATEMENT OF COMPLIANCE (WHSD PAGE 1 OF 1)

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SQUARE FOOTAGE AND LOT SIZE ADVISORY AND DISCLOSURE (C.A.R. Form SFLS, Revised 12/24)

Property Address: 3343 Brookridge Rd, Duarte, CA 91010 ("Property")

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

Source of Information	Sq. Footage	Lot Size	Additional Information	If checked, report attached
Public Record				☐
Multiple Listing Service	1,853	18,228		☐
Seller			Measurement comes from the following source:	
Appraisal #1				☐
Appraisal #2				☐
Condominium Map/Plan				☐
Architectural Drawings				☐
Floor Plan/Drawings				☐
Survey				☐
Other				☐
Other				☐

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

Seller Charles Poovakan Charles Poovakan Date 08/07/2026

Seller Susan Poovakan Susan Poovakan Date 08/07/2026

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

Buyer _____ Date _____

Buyer _____ Date _____

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SQUARE FOOTAGE AND LOT SIZE ADVISORY AND DISCLOSURE (SFLS PAGE 1 OF 1)

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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

- 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.
- A. California Department of Insurance ("Wildfire Resource") <http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm>; 1-800-927-4357
 - B. Governor's Office of Emergency Services ("Cal OES") California Wildfires Statewide Recovery Resources <http://wildfirerecovery.org/>
 - C. California Department of Forestry and Fire ("Cal Fire") <http://fire.ca.gov/> and <https://www.readyforwildfire.org/>
 - D. California Department of Transportation <https://calsta.ca.gov/>
 - E. California Attorney General <https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1>
- Brokers do not have expertise in this area.**
- 15. PRELIMINARY (TITLE) REPORT:** A preliminary report is a document prepared by a title company which shows the conditions upon which the title company is willing to offer a policy of title insurance. However, a preliminary report is not an "abstract of title;" the title company does not conduct an exhaustive search of the title record and does not guarantee the condition of title. Nevertheless, the preliminary report documents many matters that have been recorded that can impact an owner's use of the property such as known easements, access rights, and encroachments and, if applicable, governing documents and restrictions for a homeowners' association (HOA). Among many other restrictions that may appear in the HOA documents are restrictions on the number and weight of pets that are allowed. A preliminary report may contain links to important documents referred to in the report. Broker recommends that Buyer reviews the preliminary report and any documents referenced by links and keep a printed or electronic copy of the preliminary report and documents referenced by link. Brokers do not have expertise in this area.

B. Property Use and Ownership

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



or local zoning. It is also possible that local law may not permit structures that now exist to be rebuilt in the event of damage or destruction. Certain governmental agencies may require periodic inspections to occur in the future. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

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



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

9. LAND LEASE: Buyer and Seller are advised that certain developments are built on leased land. This means that: **(i)** Buyer does not own the land, **(ii)** the right to occupy the land will terminate at some point in time, **(iii)** the cost to lease the land may increase at some point in the future, and **(iv)** Buyer may not be able to obtain title insurance or may have to obtain a different type of title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.

10. MARIJUANA, CANNABIS, AND METHAMPHETAMINE LABS: Buyer and Seller are advised that California law permits individual patients to cultivate, possess and use marijuana for medical purposes. Furthermore, California law permits primary caregivers, lawfully organized cooperatives, and collectives to cultivate, distribute and possess marijuana for medicinal purposes. California law also allows recreational use of marijuana for adults, as well as limited rights for individuals to grow and cultivate marijuana, and rights of others, subject to a licensing process, to grow, cultivate and distribute marijuana for recreational use. California's medical and recreational marijuana laws are in direct conflict with federal law which recognizes no lawful use for marijuana and has no exemptions for medical use. Federal criminal penalties, some of which mandate prison time, remain in effect for the possession, cultivation and distribution of marijuana. Buyer and Seller are strongly advised to seek legal counsel as to the legal risks and issues surrounding owning or purchasing a property where medical or any other marijuana activity is taking place. Marijuana storage, cultivation and processing carry the risk of causing mold, fungus or moisture damage to a property, additionally, some properties where marijuana has been cultivated have had alterations to the structure or the electrical system which may not have been done to code or with permits and may affect the safety of the structure or the safe operation of the electrical system. Buyer is strongly advised to retain an environmental hygienist contractor and other appropriate professionals to inspect a property where medical or any other marijuana activity has taken place. Broker recommends that Buyer and Seller involved with a property where there is medical marijuana activity or where it may take place review the California Attorney General's Guidelines for the "Security and Non-Diversion of Marijuana Grown for Medical Use" <https://oag.ca.gov/system/files/attachments/press-docs/MEDICINAL%20CANNABIS%20Guidelines.pdf> and the U.S. Department of Justice memo regarding marijuana prosecutions at <https://www.justice.gov/opa/press-release/file/1022196/download>. Brokers do not have expertise in this area. While no state law permits the private production of methamphetamine, some properties have been the site of an illegal methamphetamine laboratory. State law imposes an obligation to notify occupants, a ban on occupying the property and clean up requirements when authorities identify a property as being contaminated by methamphetamine. Buyer is advised that a property where methamphetamine has been produced may pose a very serious health risk to occupants. Buyer is strongly advised to retain an environmental hygienist contractor or other appropriate professionals to inspect the property if methamphetamine production is suspected to have taken place. Brokers do not have expertise in this area.

11. OWNER'S TITLE INSURANCE: The Truth in Lending/RESPA integrated disclosure (TRID) established by the Consumer Financial Protection Bureau (CFPB) requires that lenders must tell borrowers that title insurance is "optional." While obtaining an owner's policy of title insurance may be "optional", it may be a contractual requirement as between Buyer and Seller. Furthermore, California Civil Code § 1057.6 requires that Buyers be provided with the following notice: "IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING."

Additionally, even the CFPB on its "ask CFPB" "What is owner's title insurance?" page advises "You may want to buy an owner's title insurance policy, which can help protect your financial interest in the home." Moreover, not obtaining an owner's policy may increase the cost of the lender's policy (required by most lenders), possibly require the separate purchase of a preliminary title report, and may have an impact on the sale of the Property in the future.

Buyers who decide to opt out of obtaining an owner's title insurance policy are acting against the advice of Brokers as well as the advice provided in the California Civil Code § 1057.6 and by the CFPB. Brokers do not have expertise in this area.

- 12. RENT AND EVICTION CONTROL LAWS AND ORDINANCES:** Buyer and Seller are advised that California and some cities and counties impose or may impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property, the right of a landlord to terminate a tenancy and the costs to do so, 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 public spaces 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 _____

BUYER _____

SELLER Charles Poovakan 

SELLER Susan Poovakan 

Date _____

Date _____

Date 08/07/2026

Date 08/07/2026

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AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

TO: Consumer(s)
FROM: eXp Realty
PROPERTY: 3343 Brookridge Rd, Duarte, CA 91010
DATE: 08/07/2026

This is to give you notice that eXp World Holdings, Inc., the parent corporation of each of those subsidiaries comprising the eXp Realty® brand of real estate brokerage companies¹ (hereinafter collectively referred to as “**eXp Realty**”), has a business relationship with the following companies listed below:

- **SUCCESS Lending, LLC (“SUCCESS Lending”)** for mortgage loan financing: eXp Realty has an indirect ownership interest in SUCCESS Lending and a business relationship with Kind Partners, LLC, a wholly owned subsidiary of Kind Lending, LLC (hereinafter collectively referred to as “**Kind**”). eXp World Holdings, Inc.’s wholly owned subsidiary, SUCCESS World Holdings, LLC, owns 50% of SUCCESS Lending. Kind also owns 50% of SUCCESS Lending. Because of this relationship, a referral to SUCCESS Lending may provide eXp Realty and Kind, and its and their owners, affiliates, and employees, with a financial or other benefit.
- eXp Realty has a business relationship with, but no ownership interest in, America’s Preferred Home Warranty, Inc. (home warranty services), Transactly, Inc. (real estate transaction coordination services), and SkySlope, Inc. (real estate transaction coordination services). Because of these relationships, eXp Realty, and its owners, affiliates, and employees may receive financial or other benefits

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for the settlement of your loan, or purchase, sale, financing or refinance of the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

COMPANY	ESTIMATED CHARGE OR RANGE OF CHARGES
SUCCESS LENDING, LLC This company provides various real estate mortgage loan origination activities either as a third-party originator or a mortgage broker, including loan pre-qualification, loan origination, loan pre-approval, loan structuring, processing and closing. The estimated charges for the settlement services provided by SUCCESS Lending are detailed on the	Loan Discount Fee/points ¹ : 0-4.00% of loan amount Administrative Fee ² : \$1,250.00 Flood Fee: \$7.00 Tax Service: \$86.00 Appraisal Fee: \$525.00 Credit Report Fee: \$32.00 per borrower, unless married co-borrowers in which event it is an aggregate total of \$32.00; \$32.00 per borrower for each repulled credit report. Actual charges may vary according to the particular lender, settlement service product selected, the particular circumstances of the underlying transaction, the state where the property is located, borrower elections, etc. Some or all of these fees may be charged by third-parties.

¹ eXp Realty, LLC (in all states except those that follow); eXp Realty of California, Inc. (in California); eXp Realty of Northern California, Inc. (in northern California); eXp Realty of Greater Los Angeles, Inc. (in central California); eXp Realty of Southern California, Inc. (in southern California); eXp Realty North, LLC (in N. Dakota, Minnesota, and portions of New York, except as further qualified); eXp Realty of Connecticut, LLC (in Connecticut, and Brooklyn, New York); and eXp Realty Associates, LLC (in Brooklyn, mid-town, and downtown, New York City).



COMPANY	ESTIMATED CHARGE OR RANGE OF CHARGES
Good Faith Estimate being provided to you by your loan officer.	<p>¹ The loan discount fee/points are affected by the note rate. Depending upon market conditions, the loan discount fee/points may be higher to adjust for below-market rates.</p> <p>² There are other charges imposed in connection with mortgage loans. In addition, a lender may require the use of other service providers, including but not limited to any attorney, credit reporting agency or real estate appraiser chosen to represent the lender's interest. If you apply to any of these companies for a loan, you will receive additional information regarding anticipated charges.</p>

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURE

I/we have read this disclosure form, and understand that eXp Realty is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

Consumer 1:

Charles Poovakan 

Signature

Charles Poovakan

Print Name

08/07/2026

Date

Consumer 2:

Susan Poovakan 

Signature

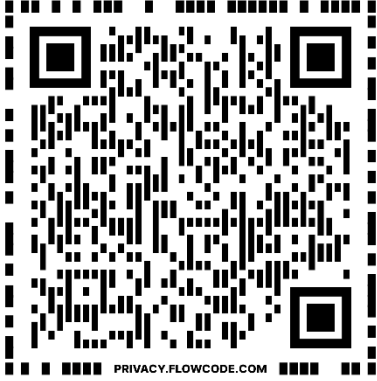
Susan Poovakan

Print Name

08/07/2026

Date

CALIFORNIA NOTICE AT COLLECTION

Who is providing this notice?	eXp Realty, LLC and its real estate brokerage subsidiaries, listed here (collectively, “eXp”)
Why am I receiving this notice?	eXp is the brokerage that your real estate agent is affiliated with. As part of your relationship with us, we will process certain personally identifiable information on your behalf to fulfill our contractual obligations to you.
Where can I learn more about the information you process?	By visiting https://expworldholdings.com/ca-privacy-rights-statement/ or using the QR code below you will be sent directly to eXp’s privacy policy that describes eXp’s data processing activities.
Can I request a copy of the information you process about me?	By visiting https://expworldholdings.com/ca-privacy-rights-statement/ or using the QR code to go to the privacy policy you will see a link to our data subject request form. You may use this form to exercise your data rights in accordance with applicable law.
Can I limit the sale or use of the information you process about me?	By visiting our Privacy Rights Request form you may exercise your data rights in accordance with applicable law.
QR Code:	 PRIVACY.FLOWCODE.COM



NATURAL HAZARD DISCLOSURE STATEMENT

Report Date: 7/1/2026
Report Number: 67382-124
Subject Property: 3343 BROOKRIDGE RD
APN: 8610-019-059
Page Number: 1 (Signature Page)

NOTICE: This acknowledgement page does not represent the entire natural hazard disclosure report issued by MyNHD. Buyer acknowledges receipt of the entire NHD report and agrees to be bound by the terms and conditions thereof.

APN: 8610-019-059 ADDRESS: 3343 BROOKRIDGE RD DUARTE, CA 91010

The transferor and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective transferees may rely on this information in deciding whether and on what terms to purchase the subject property. Transferor 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 transferor and his or her 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 transferee and transferor.

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 ☐ Information is 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 ☐ Information is 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 (SRA) ☐ Yes ☒ No

Very High FHSZ in a state responsibility area (SRA) ☐ Yes ☒ No

High or Very High FHSZ in a local responsibility area (LRA) ☒ Yes ☐ No

A WILDLAND AREA (State Responsibility Area/SRA) 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 is not yet released by state

☒ Yes (Liquefaction Zone) ☐ No ☐ Map is not yet released by state

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

Signature of Seller(s) Charles Poovakan
Signature of Agent(s) Marcus Ibrahim

Date 08/07/2026

Date 07/23/2026

Signature of Seller(s) Susan Poovakan
Signature of Agent(s) _____

Date 08/07/2026

Date _____

Check only one of the following:

☐ Transferor(s) (Seller(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).

☒ Transferor(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 Civil Code Section 1103.7, 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 Civil Code Section 1103.4. Neither transferor(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.

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

This statement was prepared by the following provider: **Third-Party Disclosure Provider(s) MyNHD, Inc. Date 7/1/2026**

PLEASE VERIFY THE STREET ADDRESS AND ASSESSOR'S PARCEL NUMBER PROVIDED TO MyNHD FOR ACCURACY.

There are other statutory disclosures, determinations and legal information in the Report. Refer to Report for these additional disclosures, determinations and legal information. With their signature below, Transferee(s) also acknowledge(s) they have received, read, and understand this document, the Terms and Conditions, and the additional disclosures, determinations and legal information provided in this Report, in the AB 38 Advisory and information, 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, Lead-Based Paint and Mold, which booklets/information are available at https://www.MynHD.com/booklets/combined_booklets_engl.pdf. Irrespective of the flood and fire zone determinations, insurance companies may, at their discretion, require additional flood and /or fire insurance based upon their assessment and the location of the parcel. Please check with your insurance provider for up to date quotes, coverages and insurability.

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



Report Date: 7/1/2026
Report Number: 67382-124
Subject Property: 3343 BROOKRIDGE RD
DUARTE, CA 91010
APN: 8610-019-059

Additional Acknowledgement of Receipt

Subject Property: **3343 BROOKRIDGE RD DUARTE, CA 91010**

With my signature below, I acknowledge that I have received the following pamphlet(s) in this transaction via the links below:

- The California "Residential Environmental Hazards" (2011)
https://www.mynhd.com/booklets/combined_booklets_engl.pdf
including but not limited to:
 - Asbestos
 - Carbon Monoxide
 - Formaldehyde
 - Hazardous Waste
 - Household Hazardous Waste
 - Lead
 - Mold
 - Radon
- The California "Homeowner's Guide to Earthquake Safety" (2020)
<https://www.mynhd.com/booklets/Homeowners-Guide-to-EQ-Safety.pdf>
including but not limited to:
 - Earthquake Weaknesses
 - Natural Gas Safety
 - Geologic Hazards
- California Department of Public Health (CDPH) Indoor Air Quality (IAQ) Info Sheet:
"Mold or Moisture in My Home: What Do I Do? (2016)
<https://www.mynhd.com/booklets/moldguide.pdf>
- U.S. EPA "Protect Your Family From Lead In Your Home" (2021) pamphlet:
https://www.mynhd.com/booklets/lead_in_your_home_booklet.pdf
- The California Energy Commission "Home Energy Rating: (2011) pamphlet:
<https://www.mynhd.com/booklets/HomeEnergyRatingPamphlet.pdf>

There are other statutory disclosures, determinations and legal information in the Report. Refer to Report for these additional disclosures, determinations and legal information. With their signature below, Transferee(s) also acknowledge(s) they have received, read, and understand this document, NHD Statement/Report, the Terms and Conditions, and the additional disclosures, determinations and legal information provided in this Report, in the AB 38 Advisory and information, 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, Lead-Based Paint and Mold, which booklets/information are available at www.mynhd.com/booklets/combined_booklets_engl.pdf. Irrespective of the flood and fire zone determinations, insurance companies may, at their discretion, require additional flood and /or fire insurance based upon their assessment and the location of the parcel. Please check with your insurance provider for up to date quotes, coverages and insurability.

_____ Signature of Buyer(s)	_____ Date	<u>Charles Poovakan</u> _____ Signature of Seller(s)	<u>08/07/2026</u> _____ Date
_____ Signature of Buyer(s)	_____ Date	<u>Susan Poovakan</u> _____ Signature of Seller(s)	<u>08/07/2026</u> _____ Date
_____ Agent	_____ Date	<u>Marcus Ibrahim</u> _____ Agent	<u>07/23/2026</u> _____ Date

Property Address:

3343 BROOKRIDGE RD

DUARTE, CA 91010

I have received a copy of the **WHAT IS YOUR HOME ENERGY RATING?** booklet (CEC-400-2009-008-BR-REV1)

Buyer's Signature

Printed Name

Date

Buyer's Signature

Printed Name

Date

Buyer's Agent Signature

Printed Name

Date

Broker's Name

Charles Poovakan
Seller's Signature

Charles Poovakan
Printed Name

08/07/2026
Date

Susan Poovakan
Seller's Signature

Susan Poovakan
Printed Name

08/07/2026
Date

Marcus Ibrahim
Listing Agent's Signature

Marcus Ibrahim
Printed Name

07/23/2026
Date

eXp Realty of Greater Los Angeles Inc.
Broker's Name

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

California Civil Code Section 2079.10 states that if this 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.

For more information, visit: www.energy.ca.gov/HERS/index.html



Residential Earthquake Risk Disclosure Statement (2020 Edition)

Name Charles Poovakan, Susan Poovakan APN 8610-019-059

Street Address 3343 Brookridge Rd Year Built 1978

City Duarte County Los Angeles Zip Code 91010

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?	☒	☐	☐	☐	14
2. Is your home bolted to its foundation?	☐	☐	☐	☒	15
3. If your home has crawl space (cripple) walls:					
a. Are the exterior crawl space (cripple) walls braced?	☐	☐	☒	☐	17
b. If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?	☐	☐	☒	☐	18
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?	☐	☐	☐	☒	19
5. If your home is on a hillside:					
a. Are the exterior tall foundation walls braced?	☐	☐	☒	☐	20
b. Are the tall posts or columns either built to resist earthquakes or have they been strengthened?	☐	☐	☒	☐	20
6. If the exterior walls of your home are made of unreinforced masonry, either completely or partially, have they been strengthened?	☐	☐	☐	☒	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?	☐	☐	☒	☐	22
8. Is your home outside an Alquist-Priolo Earthquake Fault Zone (an area immediately surrounding known active earthquake faults)?	To be reported on the Natural Hazard Disclosure Statement				
9. Is your home outside a Seismic Hazard Zone (an area identified as susceptible to liquefaction or a landslide)?	To be reported on the Natural Hazard Disclosure Statement				

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.

EXECUTED BY

Charles Poovakan 
Seller **Charles Poovakan**

Susan Poovakan 
Seller **Susan Poovakan**

08/07/2026
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.

Residential Earthquake Risk Disclosure Statement Addendum

3343 Brookridge Rd, Duarte, CA 91010

If you corrected one or more earthquake weaknesses, please describe the work performed:

Is there anything else you would like to disclose?



Report Date: 7/1/2026
Report Number: 67382-124
Subject Property: 3343 BROOKRIDGE RD
APN: 8610-019-059
Page Number: Invoice

Subject Property:
3343 BROOKRIDGE RD
DUARTE, CA 91010
APN#: 8610-019-059

Ordered By:
Marie Hortaleza
Team Ibrahim, LLC
(626) 375-6136

Bill To:
Marcus Ibrahim
eXp Realty of Greater Los Ange
(617) 285-2966

Product Description	Billing Terms	Amount Owed
Residential NHD Report + Environmental Report	At Close of Escrow	\$94.95

\$94.95

NATURAL HAZARD DISCLOSURE

This Natural Hazard Disclosure ("Report") complies with Civil Code Section 1103 et seq. The maps and data cited herein were reviewed using the assessor parcel number ("APN") and/or the physical address listed in this Report ("Property"). Not all publicly available data regarding the Property is included in this Report. No physical inspection of the Property has been performed. Therefore, MyNHD, Inc. ("MyNHD") recommends a Certified Engineering Geologist or Professional Engineer be consulted to address specific concerns about the Property. This Report was prepared in accordance with, and therefore subject to, all of the conditions and limitations stated in the Report including the "Terms and Conditions" contained therein. An explanation of each category of disclosure is included later in this Report. The terms "No Map" or "Not Mapped" indicate that a disclosure map is not available from the governmental agency relative to specific disclosure in this Report. MyNHD has relied upon the statutes identified and has reviewed the maps and records specifically required for disclosure pursuant to California law. This information is made available to the public so that determinations if and to what extent each statute applies to the Property can be made. Receipt/use of this Report by recipient or any third party constitutes acceptance of the Terms and Conditions detailed at the end of this Report. This Report is not a policy of insurance or a warranty. Irrespective of the flood and fire zone determinations, insurance companies may, at their discretion, require additional flood and /or fire insurance based upon their assessment and the location of the parcel. Please check with your insurance provider for up to date quotes ,coverages and insurability. This Report is prepared by MyNHD to comply with California law relating to public record information in connection with the sale of residential real estate. Please read the Terms and Conditions carefully.

Please return bottom portion with payment. Please do not staple check to stub.

----- TEAR-OFF HERE -----

Received from:
eXp Realty of Greater Los Ang



67382-124

**3343 BROOKRIDGE RD
DUARTE, CA 91010
8610-019-059**

Make Checks Payable to:

**MyNHD, Inc.
PO Box 849337
Los Angeles, CA 90084-9337**

REPORT NUMBER: 67382-124

Amount Due: \$94.95



Report Date: 7/1/2026
Report Number: 67382-124
Subject Property: 3343 BROOKRIDGE RD
APN: 8610-019-059

FLOOD, FIRE & TAX UPFRONT

The following are special notifications as they may require attention regarding flood, fire and tax disclosures

FLOOD ALERTS

Yes No

- ☐ ☒ SPECIAL FLOOD HAZARD AREA
☐ ☒ LOCAL CITY/COUNTY FLOOD HAZARD AREA

A Yes determination means there may be insurance, building and/or development concerns. Please consult your insurance carrier and the local building/permitting office for further guidance.

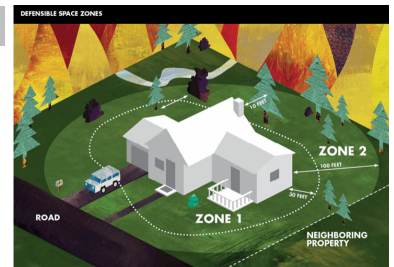


FIRE ALERTS (Zones that may qualify for AB38 Forms/Disclosures)

Yes No

- ☒ ☐ A HIGH or VERY HIGH FIRE HAZARD SEVERITY ZONE (FHSZ) (AB 38) [View Map](#)
☐ ☒ HIGH FHSZ IN A STATE RESPONSIBILITY AREA (SRA)
☐ ☒ VERY HIGH FHSZ IN A STATE RESPONSIBILITY AREA (SRA)
☒ ☐ HIGH or VERY HIGH FHSZ IN A LOCAL RESPONSIBILITY AREA (LRA) (AB 38) [View Map](#)
☐ ☒ A LOCAL CITY/COUNTY FIRE ZONE

A Yes determination may qualify for AB38 Disclosures. If the home is in a qualifying fire zone, C.A.R. form FHDS (included in this report) may apply. The property may also require a Defensible Space Inspection and Certificate.



To request a Defensible space Inspection from Cal Fire visit: <https://www.fire.ca.gov/dspace>
For more information on Defensible Space visit: <https://www.fire.ca.gov/dspace>

LOCAL AGENCY	ADDRESS	CITY	ZIP	TELEPHONE
FS 32	605 N. ANGELENO AVENUE	AZUSA	91702	626-334-0011
FS 44	1105 S. HIGHLAND AVENUE	DUARTE	91010	626-358-3118

Note: "Not all Defensible Space Inspections are performed by Cal Fire. After requesting an inspection from Cal Fire where the inspection is out of Cal Fire's jurisdiction, you can contact your local fire department above to request your inspection. Advisory: Local agencies, counties and cities may, at their discretion, designate additional fire zones or areas within their jurisdiction that they determine require defensible space and vegetation management to prevent fire spread and reduce intensity. Please check with your local jurisdiction for up to date changes, and current additional information / requirements."

SPECIAL TAX ASSESSMENTS

Yes No

- ☐ ☒ MELLO-ROOS BOND ASSESSMENTS
☐ ☒ 1915 BOND ASSESSMENTS/PACE HERO

A Yes determination means there will be tax assessments that the buyer will be responsible for in addition to Basic Prop 13 Levy, Voter Approved Ad Valorem Taxes, Direct Assessments and Supplemental Property Taxes.



There are other statutory disclosures, determinations and legal information in this report. Please read the entire report for these additional disclosures, determinations and legal information regarding the subject property. Irrespective of the flood and fire zone determinations, insurance companies, at their discretion may require additional flood and/or fire insurance based upon their assessment and the location of the parcel. Please check with your insurance provider for up-to-date quotes, coverages and insurability. Please verify the street address and APN provied to MyNHD for accuracy.

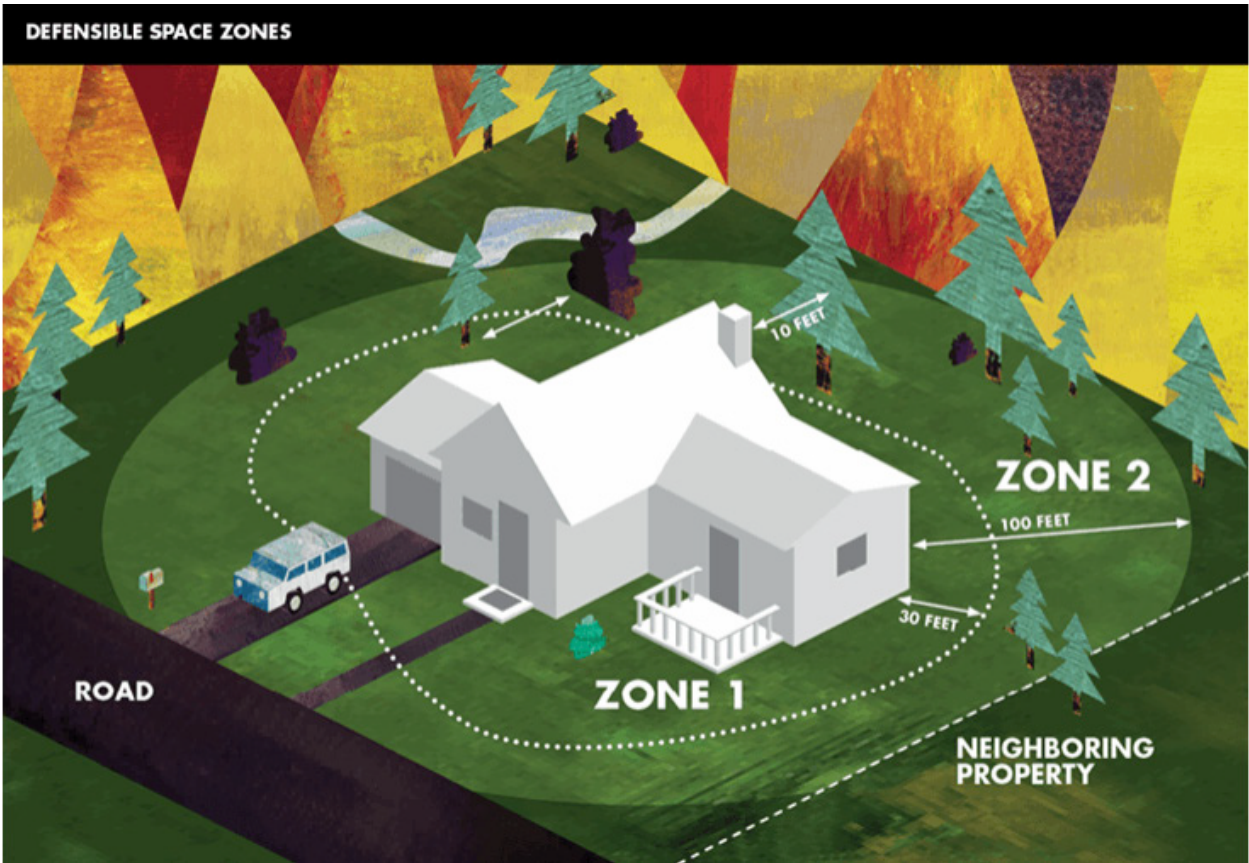


AB 38 NOTICE - WHAT YOU MAY NEED TO DO NEXT

This property is located IN either a State and/or Local **High or Very High Fire Hazard Zone** and may qualify for AB 38 Disclosures. Please consult the Summary Page of this report (page 2), which indicates the specific fire zones. If the home is in a qualifying fire zone as noted and was built prior to January 1st, 2010, it may qualify for additional disclosures including C.A.R. form FHDS. The property also may require a Defensible Space Inspection and certificate.

To request a Defensible Space Inspection from Cal Fire visit:

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



For more information on Defensible Space visit:

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

LOCAL AGENCY	ADDRESS	CITY	ZIP	TELEPHONE
FS 32	605 N. ANGELENO AVENUE	AZUSA	91702	626-334-0011
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Note: "Not all Defensible Space Inspections are performed by Cal Fire. After requesting an inspection from Cal Fire where the inspection is out of Cal Fire's jurisdiction, you can contact your local fire department above to request your inspection. Advisory: Local agencies, counties and cities may, at their discretion, designate additional fire zones or areas within their jurisdiction that they determine require defensible space and vegetation management to prevent fire spread and reduce intensity. Please check with your local jurisdiction for up to date changes, and current additional information / requirements."



NATURAL HAZARD DISCLOSURE STATEMENT

Report Date: 7/1/2026
Report Number: 67382-124
Subject Property: 3343 BROOKRIDGE RD
APN: 8610-019-059
Page Number: 2 (Signature Page)

NOTICE: This acknowledgement page does not represent the entire natural hazard disclosure report issued by MyNHD. Buyer acknowledges receipt of the entire NHD report and agrees to be bound by the terms and conditions thereof.

APN: 8610-019-059 ADDRESS: 3343 BROOKRIDGE RD DUARTE, CA 91010

The transferor and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective transferees may rely on this information in deciding whether and on what terms to purchase the subject property. Transferor 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 transferor and his or her 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 transferee and transferor.

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 ☐ Information is 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 ☐ Information is 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 (SRA) ☐ Yes ☒ No

Very High FHSZ in a state responsibility area (SRA) ☐ Yes ☒ No

High or Very High FHSZ in a local responsibility area (LRA) ☒ Yes ☐ No

A WILDLAND AREA (State Responsibility Area/SRA) 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 is not yet released by state

☒ Yes (Liquefaction Zone) ☐ No ☐ Map is not yet released by state

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

Signature of Seller(s) _____ Date _____ Signature of Seller(s) _____ Date _____

Signature of Agent(s) _____ Date _____ Signature of Agent(s) _____ Date _____

Check only one of the following:

☐ Transferor(s) (Seller(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).

☒ Transferor(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 Civil Code Section 1103.7, 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 Civil Code Section 1103.4. Neither transferor(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.

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

This statement was prepared by the following provider: **Third-Party Disclosure Provider(s) MyNHD, Inc. Date 7/1/2026**

PLEASE VERIFY THE STREET ADDRESS AND ASSESSOR'S PARCEL NUMBER PROVIDED TO MyNHD FOR ACCURACY.

There are other statutory disclosures, determinations and legal information in the Report. Refer to Report for these additional disclosures, determinations and legal information. With their signature below, Transferee(s) also acknowledge(s) they have received, read, and understand this document, the Terms and Conditions, and the additional disclosures, determinations and legal information provided in this Report, in the AB 38 Advisory and information, 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, Lead-Based Paint and Mold, which booklets/information are available at https://www.MynHD.com/booklets/combined_booklets_engl.pdf. Irrespective of the flood and fire zone determinations, insurance companies may, at their discretion, require additional flood and /or fire insurance based upon their assessment and the location of the parcel. Please check with your insurance provider for up to date quotes, coverages and insurability.

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



[VIEW MAPS](#)

Report Date: 7/1/2026
Report Number: 67382-124
Subject Property: 3343 BROOKRIDGE RD
APN: 8610-019-059
Page Number: 3 (Summary Page)

NATURAL HAZARD DISCLOSURE REPORT SUMMARY

Subject Property: 3343 BROOKRIDGE RD DUARTE, CA 91010

APN: 8610-019-059

This property is located in/within:

Yes No

- A Special Flood Hazard Area ☐ ☒
- An Area of Potential Flooding Due to Dam Inundation ☐ ☒
- A state level High or Very High Fire Hazard Severity Zone (AB 38) ☒ ☐
- A WILDLAND AREA (State Responsibility Area or SRA) ☐ ☒
- A High or Very High Fire Hazard Zone in the SRA ☐ ☒
- An Earthquake Fault Zone ☒ ☐
- A Landslide Seismic Hazard Zone ☐ ☒
- A Liquefaction Seismic Hazard Zone ☒ ☐
- 1 Mile of a Former Military Ordnance Site ☒ ☐
- 1 Mile of a Commercial/Industrial Use Zone ☒ ☐
- 2 Miles of FAA Approved Landing Facility ☐ ☒
- An Airport Influence Area ☐ ☒
- Tsunami Inundation Hazard ☐ ☒
- Right to Farm/Important Farmland ☒ ☐
- A Naturally Occurring Asbestos Area ☐ ☒
- Critical Habitats ☐ ☒
- 1 Mile of a Mining Operation ☒ ☐
- Sustainable Groundwater Management Act ☒ ☐
- A Methane Gas Zone ☐ ☒
- Gas and Hazardous Liquid Transmission Pipelines Included

City/County Hazard Disclosures

☒ ☐

Liquefaction

City/County Supplemental Fire Zone

☐ ☒

A Mello-Roos Community Facility District

☐ ☒

A Special Tax Assessment District

☐ ☒

Property Tax Breakdown/Tax Calculator

Included

Notice of Supplemental Property Tax Bill/Transfer Tax Disclosure

Included

Notice of Database Disclosure/Duct Sealing Requirements

Included

Contaminated Water Advisory

Included

Notice of Energy Efficiency Standards/Tax Credit Advisory

Included

Notice of Williamson Act/Fire Burn Area/Insurance Advisory

Included

Mold Addendum/Notice of Methamphetamine Contamination

Included

Notice of Abandoned Water Wells and Oil/Gas Wells

Included

Notice of Naturally Occurring Asbestos / Radon Gas Advisory

Included

Notice of Abandoned Mines/Wood-Burning Heater Advisory

Included

Environmental Report

Included

Notice of Terms and Conditions

Included

Details:

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This Report Summary merely summarizes the research results contained in this full MyNHD Report, and does not, in any way, reduce or eliminate the need to read the Report in its entirety. Please verify the street address and APN for accuracy.



Report Date: 7/1/2026
Report Number: 67382-124
Subject Property: 3343 BROOKRIDGE RD
APN: 8610-019-059
Page Number: 4

EXPLANATIONS AND NOTICES

SPECIAL FLOOD HAZARD AREAS

SUBJECT PROPERTY ☐ IS ☒ IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA

Special Flood Hazard Areas have been mapped by the Federal Emergency Management Agency (FEMA) on their Flood Rate Insurance maps. Special Flood Hazard Areas are located with the 100-year flood plain and are designated as either Zone A (Inland area) or Zone V (Coastal areas). Flood insurance is required by lenders for properties located within a Zone A or Zone V. FEMA periodically removes a property or a group of properties from a Special Flood Hazard Area based on information provided by cities, counties, or homeowners. The revised status of the property or properties is provided in a Letter of Map Amendment (LOMA) or in a Letter of Map Revision (LOMR). A search for a specific LOMA or LOMR is outside the scope of this report. Please visit www.fema.gov to search for a specific LOMA or LOMR.

Irrespective of the FEMA Flood Cert. determination as to whether the structure or property have been removed from the Special Flood Hazard Area, the property may be subject to limitations on development due to concerns over potential flooding. If there are concerns relative to the viability of potential development on the subject property an inquiry should be made with the local building and safety department.

AREAS OF POTENTIAL FLOODING FROM DAM FAILURES

SUBJECT PROPERTY ☐ IS ☒ IS NOT LOCATED IN A DAM INUNDATION ZONE

Maps have been prepared for most dams in the State of California that show the potential flooding areas due to dam failure. The maps are reviewed and approved by the California Office of Emergency Services. Local offices of emergency services have prepared evacuation plans in the areas affected by potential dam failure inundation.

A STATE LEVEL HIGH OR VERY HIGH FIRE HAZARD SEVERITY

[View Map](#)

SUBJECT PROPERTY ☒ IS ☐ IS NOT LOCATED IN A STATE LEVEL HIGH OR VERY

Very High Fire Hazard Severity Zones have been mapped by the California Department of Forestry and Fire Protection to indicate area with increase fire risk. The Map by the California Department of Forestry and Fire Protection (CDF), dated January 2006, does not reflect changes made at the local level. Therefore, the CDF recommends verifying status with the local fire department. Brush clearing and other fire defense improvements are required for properties located in Very High Fire Hazard Severity Zones. Please contact the local fire department for fire defense and maintenance requirements.

STATE OF CALIFORNIA FIRE RESPONSIBILITY AREA (SRA)

SUBJECT PROPERTY ☐ IS ☒ IS NOT LOCATED IN A STATE FIRE RESPONSIBILITY AREA

SUBJECT PROPERTY ☐ IS ☒ IS NOT LOCATED IN A HIGH/VERY HIGH FIRE HAZARD ZONE PER 2007/8 SRA ZONE MAP

Wildland areas that may contain substantial forest fire risk and hazards have been mapped by the California Department of Forestry and Fire Protection to indicate areas with increased fire risk. These areas are also known as State Fire Responsibility Areas because the State of California has primary responsibility for fire prevention and suppression. In addition, the property owner may be responsible for structure protection and is responsible for brush clearing and other fire defense improvements. Please contact the county fire department for fire defense and maintenance requirements. If subject property is in a High/Very High Fire Hazard Zone per 2007/8 SRA zone map, the State may not have fire fighting responsibility. Please check with your local fire authority.

ALQUIST-PRIOLO EARTHQUAKE FAULT ZONES

[View Map](#)

SUBJECT PROPERTY ☒ IS ☐ IS NOT LOCATED IN AN ALQUIST-PRIOLO FAULT ZONE

The purpose of the Alquist-Priolo Earthquake Fault Zoning Act is to regulate development near active faults in order to mitigate hazards associated with ground rupture. The State Geologist through the California Geological Survey has provided maps that show specific zones around active faults. Development of a property located within an Earthquake Fault Zone will likely require a fault study by State-licensed geologist. The determination made in this report does not indicate whether or not an active fault is located on the subject property and is not a substitute for a fault study by a State Licensed geologist.



Report Date: 7/1/2026
Report Number: 67382-124
Subject Property: 3343 BROOKRIDGE RD
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SEISMIC HAZARD ZONES

View Map:

[Liquefaction](#)

SUBJECT PROPERTY ☐ IS ☒ IS NOT LOCATED IN A LANDSLIDE HAZARD ZONE ☐ MAP NOT YET RELEASED BY STATE

SUBJECT PROPERTY ☒ IS ☐ IS NOT LOCATED IN A LIQUEFACTION HAZARD ZONE ☐ MAP NOT YET RELEASED BY STATE

The purpose of the Seismic Hazards Mapping Act is to regulate development in areas determined to have increased risk of the seismic hazards of liquefaction and earthquake-induced land sliding. The California Geological Survey provides maps delineating liquefaction hazard zones and earthquake-induced landslide hazard zones. Although not all areas of the state have been mapped, the California Geological Survey is currently mapping additional areas. Liquefaction is a seismic hazard in which sediments below the water table lose strength as a result of strong earthquake ground shaking. Saturated soils comprised of sands and silts that are within 40 feet of the ground surface have a higher potential for liquefaction. Liquefaction is a rare, but real phenomenon that can result in damage to structures.

FORMER MILITARY ORDNANCE SITE DISCLOSURE

[View Map](#)

SUBJECT PROPERTY ☒ IS ☐ IS NOT WITHIN 1 MILE OF A KNOWN FORMER MILITARY ORDNANCE SITE

Military Ordnance sites are areas that were previously used for military training and that may contain unexploded munitions or other hazardous materials. Sites closed prior to 1989 are part of the Formerly Used Defense Sites database maintained by the United States Department of Defense. Current military bases or those closed after 1989 are not a part of the Formerly Used Defense Sites database.

SITE NAME

AZUSA DUMP SITE OWL 4X PL

SITE ID#

J09CA0025

COMMERCIAL/INDUSTRIAL DISCLOSURE

[View Map](#)

SUBJECT PROPERTY ☒ IS ☐ IS NOT LOCATED WITHIN 1 MILE OF A PROPERTY ZONED FOR COMMERCIAL/INDUSTRIAL USE

The disclosure regarding the Subject Property's proximity to a zone or district allowing heavy commercial Industrial use zones is based upon currently available public records and excludes entirely agricultural properties. A physical inspection of the Subject Property has not been made. The calculation of the one-mile proximity measurement is based upon the distance between the Subject Property's street address and the street address of the next closest property allowing heavy commercial Industrial use. This is an actual knowledge disclosure required by the seller on the Transfer Disclosure Statement. There could be other nuisances not covered by this commercial industrial zoning.

FAA APPROVED LANDING FACILITY

SUBJECT PROPERTY ☐ IS ☒ IS NOT LOCATED WITHIN 2 MILES OF AN FAA APPROVED LANDING FACILITY

A search of data from the Federal Aviation Administration was made to determine if the property is located within two miles of a public/private FAA approved landing facility (i.e., an airport). Properties within proximity to airports/flight paths may experience airport noise and/or other nuisances. For more information please visit https://www.faa.gov/airports/environmental/airport_noise/.

AIRPORT INFLUENCE AREA "AIA"

SUBJECT PROPERTY ☐ IS ☒ IS NOT LOCATED IN AN AIRPORT INFLUENCE AREA "AIA"

An Airport Influence Area is determined and mapped by the local Airport Land Use Commission. A property with an Airport Influence Area may be subject to annoyances and inconveniences associated with proximity to airport operations. Concerns about an Airport Influence Area should be addressed to the local Airport Land Use Commission. Inclusion of private and military airports vary by county and may or may not be included in this disclosure report.

TSUNAMI INUNDATION HAZARD

SUBJECT PROPERTY ☐ IS ☒ IS NOT LOCATED IN A TSUNAMI INUNDATION AREA

A tsunami is a sea wave typically generated by a submarine earthquake, but may be caused by an offshore landslide or volcanic action. A large offshore earthquake, typically a magnitude 7 or greater, may generate a tsunami. Properties located along the California coastline have a potential for inundation from a tsunami. Although early warning systems may provide sufficient warning from distant tsunamis, near-shore generated tsunamis may reach the coast in a matter of minutes. Therefore, homeowners should contact their local emergency management agency and become knowledgeable about tsunami warning signs and local evacuation plans.



Report Date: 7/1/2026
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RIGHT TO FARM/IMPORTANT FARMLAND

[View Map](#)

SUBJECT PROPERTY ☒ IS ☐ IS NOT LOCATED WITHIN 1 MILE OF A FARM OR RANCH LAND

The search determines if the subject property is located within one mile of a property containing agricultural activity, operation or facility, or appurtenances thereof. These facilities may contain agricultural nuisances that may conflict with non-agricultural uses. Agricultural practices may include noise from farm equipment and machinery, dust, pesticides, and odors associated with animals, manure, and fertilizers.

NATURALLY OCCURRING ASBESTOS

SUBJECT PROPERTY ☐ IS ☒ IS NOT LOCATED WITHIN AN AREA OF NATURALLY OCCURRING ASBESTOS

Asbestos refers to naturally-occurring fibrous minerals found throughout the State of California. Serpentine, an ultra-mafic rock, contains asbestos and is commonly found in the Sierra foothills, the Coast Ranges, and the Klamath Mountains. On residential properties, naturally-occurring asbestos sources are typically dust from unpaved roads or driveways. Paving the unpaved driveways or roads can help to reduce exposure to asbestos. For more information please visit the Air Resources Board of the California Environmental Protection Agency website: <http://www.arb.ca.gov/homepage.htm>.

CRITICAL HABITATS

SUBJECT PROPERTY ☐ IS ☒ IS NOT LOCATED WITHIN AN AREA OF CRITICAL HABITATS

The Endangered Species Act establishes critical habitats for any species listed under the Act. A critical habitat is defined as a specific area within the geographical area occupied by the species at the time of listing, if the area contains physical or biological features essential to conservation. Those features may require special management considerations or protection even in areas outside their geographical area if the agency determines the area itself essential for conservation.

MINING OPERATION

[View Map](#)

SUBJECT PROPERTY ☒ IS ☐ IS NOT LOCATED WITHIN 1 MILE OF A MINING OPERATION

If the property is located within one mile of a mine operation for which the mine owner or operator has reported mine location data to the Department of Conservation pursuant to Section 2207 of the Public Resources Code, the property may be subject to inconveniences resulting from mining operations. The impacts of these practices should be considered when such mining operations are present within one mile of the property.

Effective January 1, 2012 Senate Bill 110 amends Section 1103.4 of the Civil Code and requires disclosure if the subject property is within one mile of a mining operation. The widespread degradation of land and water resources caused by strip mining and the failure of the states to effectively regulate the industry resulted in the passage of the Surface Mining Control and Reclamation Act ("SMCRA") of 1977. The Office of Surface Mining ("OSM") was created in 1977 when Congress enacted the SMCRA Act. OSM works with the states and Indian Tribes to assure that citizens and the environment are protected during coal mining and that the land is restored to beneficial use when mining is finished. OSM and its partners are also responsible for reclaiming and restoring lands and water degraded by mining operations before 1977. For more information, please visit <https://www.conservation.ca.gov/dmr>.

SUSTAINABLE GROUNDWATER MANAGEMENT ACT

[View Map](#)

SUBJECT PROPERTY ☒ IS ☐ IS NOT LOCATED WITHIN A GROUNDWATER BASIN

Basin Prioritization is a technical process that utilizes the best available data and information to classify California's 515 groundwater basins into one of four categories high-, medium-, low-, or very low-priority. Each basin's priority determines which provisions of California Statewide Groundwater Elevation Monitoring (CASGEM) and the Sustainable Groundwater Management Act (SGMA) apply. SGMA requires medium- and high-priority basins to develop groundwater sustainability agencies (GSAs), develop groundwater sustainability plans (GSPs) and manage groundwater for long-term sustainability. See: <https://water.ca.gov/programs/groundwater-management/basin-prioritization> For more information.

Basin Name: SAN GABRIEL VALLEY

Priority: Very Low



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METHANE GAS AREA (MethaneGas)

SUBJECT PROPERTY ☐ IS ☒ IS NOT LOCATED IN A DESIGNATED METHANE GAS AREA ☐ NOT MAPPED

Using local guidelines, this property is within a methane, solid waste and/or is near an oil or gas well. Elevated levels of methane gas in enclosed, unventilated locations expose buildings and occupants to explosive combustion and fire risks. Sources of methane gas include solid waste landfills, oil and gas wells, and contaminated soils. As a result, the property may be subject to developmental restrictions and/or may be impacted by methane gas, environmental contaminants, noxious odors, offensive sights, excessive noise or any other potential nuisance associated with oil and/or gas operations.

For more Information on mitigation standards check with your local agency. Also see:

City of Los Angeles

<https://www.ladbs.org/services/core-services/plan-check-permit/methane-mitigation-standards>

County of Los Angeles

<https://dpw.lacounty.gov/epd/swims/OnlineServices/methane-mitigation-standards.aspx>

Orange County

<https://www.ocfa.org/Uploads/CommunityRiskReduction/OCFA%20Guide-C03-Combustible%20Gas.pdf>





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NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES

This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <https://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

Upon delivery of the notice to the transferee of the real property, the seller or broker is not required to provide information in addition to that contained in the notice regarding gas and hazardous liquid transmission pipelines. The information in the notice shall be deemed to be adequate to inform the transferee about the existence of a statewide database of the locations of gas and hazardous liquid transmission pipelines and information from the database regarding those locations.

Nothing in this section shall alter any existing duty under any other statute or decisional law imposed upon the seller or broker, including, but not limited to, the duties of a seller or broker under this article, or the duties of a seller or broker under Article 1.5 (commencing with Section 1102) of Chapter 2 of Title 4 of Part 4 of Division 2.





CITY/COUNTY HAZARD DISCLOSURE EXPLANATIONS

MyNHD provides information on locally identified natural hazards as an additional service because their disclosure to purchasers is either required by ordinance or the information is available on maps publicly available from various City and County sources. This service also supplements and completes the natural hazard information required by the California Civil Code 1103.

The Subject Property:

- | | |
|--|--|
| ☐ IS ☒ IS NOT Located in a Supplemental Flood Hazard Zone. | ☐ NOT MAPPED |
| ☐ IS ☒ IS NOT Located in a Supplemental Fire Hazard Zone. | ☐ NOT MAPPED |
| ☐ IS ☒ IS NOT Located in a Supplemental Earthquake Fault Hazard Zone. | ☐ NOT MAPPED |
| ☐ IS ☒ IS NOT Located in a Supplemental Seismic Geologic Hazard Zone. | ☐ NOT MAPPED |
| ☐ IS ☒ IS NOT Located in an Expansive/Subsidence Soil Area. | ☐ NOT MAPPED |
| ☒ IS ☐ IS NOT Located in Supplemental Liquefaction Hazard Zone. | ☐ NOT MAPPED View Map |

Flood Hazard Zones: Supplemental flood zones include information not covered by Special Flood Hazard Areas as designated by the Federal Emergency Management Agency or by Dam Inundation zones as reported by the California State Office of Emergency Services. These can include tsunamis, runoff hazards, historical flood data and additional dike failure hazards. The property may be subject to limitations on development due to concerns over potential flooding. If there are concerns relative to the viability of potential development on the subject property an inquiry should be made with the local building and safety department.

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

An answer of "IN" on the supplemental Fire Zone would indicate that the property is in a high, very high or other high fire-risk areas. More information may be found on the FIRE HARDENING AND DEFENSIBLE SPACE ADVISORY. (C.A.R. form FHDS, 6/22) if provided by owner.

Even though the Answer to the Supplemental Fire may show "NOT IN", 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 additional disclosures may be warranted. More information may be found on the FIRE HARDENING AND DEFENSIBLE SPACE ADVISORY. (C.A.R. form FHDS, 6/22) if provided by owner. Petrochemical complex area determinations do not qualify as high fire hazards in reference to California Assembly Bill 38.

Advisory: Local agencies, counties and cities may, at their discretion, designate additional fire zones or areas within their jurisdiction that they determine require defensible space and vegetation management to prevent fire spread and reduce intensity. Please check with your local jurisdiction for up to date changes, and current additional information / requirements. This information should be verified and available through the local agency where the property is located.

Earthquake Fault Hazard Zones: Many local jurisdictions have different or higher standards than the State of California for the identification of active earthquake fault zones. These jurisdictions have created their own maps which indicate the active faults according to these alternate standards. Some jurisdictions also recommend or require the disclosures of potentially active faults. MyNHD has attempted to include all official and publicly available maps indicating earthquake faults identified by these jurisdictions.



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CITY/COUNTY HAZARD DISCLOSURE EXPLANATIONS (CONTINUED)

Seismic/Geologic Hazard Zones: The California Division of Mines and Geology ("DMG") has not completed the project assigned it by Section 2696 of the California Public Resources Code to identify areas of potential seismic hazards within the State of California. The DMG and the United States Geological Survey have performed many valuable studies that supplement the Section 2696 maps and fill many missing areas. These maps were reviewed in the preparation of this Report. Also included in this Report is the review of maps that indicate many hazards that may or may not be seismically related, including, but not limited to, landslides, debris flows, mudslides, coastal cliff instability, volcanic hazards, and avalanches. Many cities and counties require geologic studies before any significant construction if the subject property is in or near a geologic hazard known to them. MyNHD has attempted to include all official and publicly available maps indicating geologic hazards identified by these jurisdictions.

Expansive/Subsidence Soils: Expansive soils are soils which have a potential to undergo significant changes in volume, either shrinking or swelling, with changes in moisture content. Periodic shrinking and swelling of expansive soils can cause extensive damage to buildings, other structures and roads. Soils containing clays have variable potential for volume changes. High, or Expansive, indicates the dominant soil condition. Detailed investigations are required to fully evaluate the shrink-swell characteristics of soils at any given site. Check with your local building department if there is a question as to special requirements for various soils conditions in their jurisdiction as they may impose additional requirements for new or additional construction.

The main cause of subsidence in California is groundwater pumping. The effects of subsidence include damage to buildings and infrastructure, increased flood risk in low-lying areas, and lasting damage to groundwater aquifers and aquatic ecosystems.

Supplemental Liquefaction: Supplemental Seismic Liquefaction Hazards are those areas defined and published by a local agency, city or county that could pose a danger to the public. Local agencies may add or detract to those Liquefaction Zones defined by the State and define "shallow ground water" differently. Some local agencies have required disclosure by ordinance.

SB-63 FIRE PREVENTION NOTICE REGARDING MAPS

On September 28, 2021, California passed SB-63 which creates additional disclosures in real estate transactions for the purposes of fire prevention, vegetation management, and defensible space. The new law required disclosure to buyers in real estate transactions relative to transactions in certain state and local fire hazard severity zones. Disclosure is required based upon the maps available and MyNHD is providing fire hazard severity zone notices in this report based upon those maps. Cal Fire has advised MyNHD that new maps are in process in many areas. As new maps become available, MyNHD will be including them in reports.



MELLO-ROOS COMMUNITY FACILITIES DISTRICT(S)

SUBJECT PROPERTY ☐ IS ☒ IS NOT SUBJECT TO MELLO-ROOS COMMUNITY FACILITIES DISTRICT SPECIAL TAX LIEN(S).

Mello-Roos Community Facilities Districts (“CFD”) provide a method of financing certain public capital facilities and services especially in developing areas and areas undergoing rehabilitation. Public improvements funded by Mello-Roos CFDs may include, but are not limited to, roads, schools, water, sewer and storm drain facilities. Public services funded by Mello-Roos CFDs may include, but are not limited to, police and fire protection services, recreation program services, and flood or storm protection services. Mello-Roos CFDs commonly fund the construction of public improvements through the issuance of bonds. A special tax lien is placed on property within the district for the annual payment of principal and interest as well as administrative expenses. Typically, the annual special tax continues until the bonds are repaid, or until special taxes are no longer needed. In most instances, but not all, the special tax is collected with regular property taxes.

If this property is within the Mello-Roos CFD(s) listed below and is subject to a special tax that will appear on the property tax bill. This special tax is in addition to the regular property taxes and any other charges and benefit assessments that will be listed on the property tax bill. This special tax may not be imposed on all parcels within the city or county where the property is located. This special tax is used to provide public facilities or services that are likely to particularly benefit the property.

The maximum tax rate, the maximum tax rate escalator, and the authorized facilities which are being paid for by the special taxes and by the money received from the sale of bonds which are being repaid by the special taxes, and any authorized services are indicated below. These facilities may not yet have all been constructed or acquired and it is possible that some may never be constructed or acquired.



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1915 BOND ACT ASSESSMENT DISTRICT(S)

SUBJECT PROPERTY ☐ IS ☒ IS NOT SUBJECT TO IMPROVEMENT BOND ACT OF 1915 SPECIAL ASSESSMENTS LIEN(S).

1915 Bond Act Assessment Districts (“AD”) provide a method of financing certain public capital facilities. Public improvements funded by 1915 Bond Act Assessment Districts may include, but are not limited to, roads, sewer, water and storm drain systems, and street lighting. 1915 Bond Act Assessment Districts commonly fund the construction of public improvements through the issuance of bonds. A special assessment lien is placed on property within the Assessment District. The lien amount is calculated according to the specific benefit that an individual property receives from the improvements and is amortized over a period of years. 1915 Bond Act Assessments Districts can be prepaid at any time. In most instances, but not all, the assessment is collected with regular property taxes.

If this property is within the 1915 Bond Act Assessment District(s) named below and is subject to annual assessment installments levied by the assessment district that will appear on the property tax bill. The annual assessments are in addition to the regular property taxes and any other charges and benefit assessments that will be listed on the property tax bill. The assessment district(s) has issued bonds to finance the acquisition or construction of certain public improvements that are of direct and special benefit to property within the assessment district. The bonds will be repaid from annual assessment installments on property within the assessment district. The special assessment is used to provide public facilities that are likely to particularly benefit the property.

The annual assessment installment and public facilities that are being paid for by the money received from the sale of bonds that are being repaid by the assessments are indicated below. These facilities may not yet have all been constructed or acquired and it is possible that some may never be constructed or acquired.



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BREAKDOWN OF THE 2025-2026 PROPERTY TAX BILL

This report is an estimate of the original secured property tax bill charges for the above-mentioned property using information obtained from the County on a given date. Changes made by the County or the underlying public agencies levying charges against this property after the date of this Report may not be reflected in this Report.

Basic Prop 13 Levy

1.	Combined Ad Valorem Tax Charges	\$9,220.18
	County of Los Angeles	
	Basic Prop 13 Levy & Voter Approved Ad Valorem Taxes:	\$9,220.18
	Estimated Tax Rate:	1.263236%

Direct Assessments

2.	County Sanitation District No. 22	\$186.00
3.	Brush Inspection Tax	\$151.00
4.	Los Angeles County Trauma and Emergency Services	\$116.73
5.	Consolidated Fire Protection Assessment (Measure E)	\$111.18
6.	Lighting Maintenance District	\$105.60
7.	Fire Department Special Tax	\$78.18
8.	Safe Clean Water Program Funding (Measure W)	\$71.96
9.	Consolidated Sewer Maintenance	\$64.50
10.	Flood Control	\$62.52
11.	Special Tax (Measure A)	\$35.39
12.	County Library Assessments	\$35.23
13.	Mosquito Abatement District	\$20.00
14.	District No. 15 Standby Charge	\$9.26
15.	Standby Charge	\$10.00
	Total Direct Assessment Charges:	\$1,057.55
	Total 2025-2026 Amount	\$10,277.73



Subject Property: 3343 BROOKRIDGE RD DUARTE, CA 91010

THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR PURCHASING THIS PROPERTY.

On July 1, 1983, California State law was changed to require the reassessment of property following a change of ownership or the completion of new construction. This reassessment may result in one or more supplemental tax bills being mailed to the assessed owner, in addition to the annual property tax bill. The calculator below is provided an estimate of the potential amount of supplemental taxes to be billed on the listed property.

Instantly calculate estimated property taxes and supplemental taxes on our website: (or manually calculate below).

Instant Tax Calculator: <https://www.mynhd.com/suptax/calculator/1396708/7feb000196f4b2e342d60fec56b01651>

SUPPLEMENTAL TAX CALCULATOR (ESTIMATE ONLY)

1. Estimated Sales Price.....	\$	
2. Estimated Current Assessed Value	\$	
3. Subtract line #2 from line #1. Estimated Supplemental Assessed Value	\$	
4. Ad Valorem Tax Rate		1.26
5. Multiply line #3 by line #4. Estimated Supplemental Tax Amount Obligation	\$	

If a supplemental event occurs between June 1 and December 31, only one supplemental tax bill or refund check is issued. This bill or refund accounts for the property's change in value for the period between the first day of the month following the event date and the end of the current fiscal year (i.e., the following June 30). If, however, a supplemental event occurs between January 1 and May 31, two supplemental tax bills or refund checks are issued. The second bill or refund accounts for the property's change in value for the entire 12 months of the coming fiscal year, beginning on the following July 1.

IF SALE DATE FOR THE RESIDENTIAL PROPERTY IS BETWEEN THE MONTHS OF JANUARY THROUGH MAY:

6. Enter Proration Month Factor (See TABLE 1. below).....		
7. Multiply line #5 by line #6. Estimated Supplemental Tax Bill #1	\$	
8. Enter the amount from line #5. Estimated Supplemental Tax Bill #2	\$	
9. Add lines #7 and line #8. Total Estimated Supplemental Tax Bill	\$	

IF SALE DATE FOR THE RESIDENTIAL PROPERTY IS BETWEEN THE MONTHS OF JUNE THROUGH DECEMBER:

10. Enter Proration Month Factor (See TABLE 2. below).....		
11. Multiply line #5 by line #10. Total Estimated Supplemental Tax Bill	\$	

Proration Month-of-Sale Factor

TABLE 1.		TABLE 2.	
January	0.4167	June	1.0000
February	0.3333	July	0.9167
March	0.2500	August	0.8333
April	0.1667	September	0.7500
May	0.0833	October	0.6667
		November	0.5833
		December	0.5000

Real Property Taxes in California are influenced by several factors, including but not limited to the reassessment rules pursuant to Proposition 13, appraisal values, and bonds. As such, this calculator is not intended to provide a representation of the actual tax amounts that will be assessed. This information is provided for informational and planning purposes only, and should not be relied upon to make a determination regarding acquisition of a property. This calculator does not account for supplemental taxes that may be due as a result of the sale of a property or construction at a property which could result pursuant to Proposition 13. MyNHD, Inc. makes no representation regarding the actual amount of tax that will be assessed on any particular property. For specific questions or actual tax calculations, please call the tax assessor's office for the county in which the subject property is located.



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NOTICE OF SUPPLEMENTAL PROPERTY TAX BILL

In accordance with Section 1102.6c of the Civil Code, it is the sole responsibility of the seller of any real property, or his or her agent, to deliver to the prospective purchaser a disclosure notice of the following:

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

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

As stated above, California law requires that the Assessor re-appraise property upon a change of ownership or the completion of new construction (the "Triggering Event"). This re appraisal results in a supplemental tax assessment which is based on the difference between the new value and the old value of the property, multiplied by the property's Ad Valorem tax rate. The resulting Supplemental Tax amount is then pro-rated, based upon the number of months remaining in the fiscal year in which the Triggering Event occurred.

The number of tax bills which will be issued also depends on the date the event Triggering Event occurred. If the change of ownership or new construction is completed between January 1st and May 31st, the result will be two supplemental assessments levied on two supplemental tax bills. If the event occurs between June 1st and December 31st, then only one supplemental bill will be issued.

MANDATORY PRIVATE TRANSFER FEE DISCLOSURE PURSUANT TO CIVIL CODE SECTION 1102.6E

A "Private Transfer Fee" is a fee imposed by a private entity such as a property developer, home builder, or homeowner association, when a property within a certain type of subdivision is sold or transferred. A Private Transfer Fee may also be imposed by an individual property owner. Private Transfer Fees are different from and are charged in addition to any Documentary Transfer Taxes levied by a City or County Government upon sale or transfer of a property.

Civil Code Section 1098 defines a "Transfer Fee" as "any fee payment requirement imposed within a covenant, restriction, or condition contained in any deed, contract, security instrument, or other document affecting the transfer or sale of, or any interest in, real property that requires a fee be paid upon transfer of the real property." Certain existing fees such as governmental fees, court ordered fees, mechanic lien fees, common interest development fees, etc. are specially excluded from the definition of "Transfer Fee".

To determine if the property is subject to a Transfer Fee, OBTAIN COPIES OF ALL THE EXCEPTIONS LISTED ON THE PRELIMINARY (TITLE) REPORT FROM THE TITLE COMPANY AND READ THEM TO DETERMINE IF ANY TRANSFER FEES ARE APPLICABLE. Please be aware that private transfer fees may be difficult to identify by simply reading the title report.

Effective January 1, 2008, Civil Code Section 1102.6e requires the Seller to notify the Buyer of whether a private transfer fee applies and if present, to disclose certain specific information about the fee.

Content of Disclosure: Civil Code Section 1102.6e requires the Seller to disclose specific information about any Transfer Fee that may affect the property. Please refer to the Section 1102.6e or the California Association of Realtors Notice of Private Transfer Fee Form, for a standard format to use in making the Transfer Fee Disclosure if such a disclosure is required.



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How to Determine the Existence of a Transfer Fee: If a Transfer Fee does exist affecting the property, the document creating the fee may be on file with the County Recorder as a notice recorded against the property and should be disclosed in the preliminary (title) report on the property. However, the preliminary (title) report will merely disclose the existence of the documents affecting title, not the content of the documents. The title of a document may also not be sufficient to disclose that a transfer fee is included in its terms. Accordingly Seller should (a) request the title company which issued the preliminary (title) report to provide copies of the documents shown as "exceptions," and (b) review each document to determine if it contains a transfer fee.

Documentary Transfer Taxes

This is a government tax imposed by a City or County when a property within the jurisdiction is sold or transferred. It is NOT the same as a Private Transfer Fee, which may be imposed by a private entity such as a property developer, home builder, or homeowner association. However, it is a similar fee due upon closing, calculated based on a percentage of the purchase price.

Transfer Tax Defined. Pursuant to Revenue and Taxation Code Sections 11911-11929, Counties and Cities are authorized to impose a tax on the transfer of property located within their jurisdiction. The tax is commonly known by various names, including the Documentary Transfer Tax, Real Property Transfer Tax, or Real Estate Transfer Tax (hereinafter, the "Transfer Tax").

How Much? Transfer Tax is due at closing and payable through escrow. This tax does not expire. All future sales of this property will be charged this tax at close of escrow. The amount of the Transfer Tax is based on the value or sale prices of the property that is transferred. The County rate is one dollar and ten cents (\$1.10) for each one thousand dollars (\$1.000) of value. The rate for noncharter ("general law") cities is one-half of the County rate and is credited against the County tax due. Charter cities may impose a transfer tax at a rate higher than the County rate.

For any City or County in California, the Transfer Tax rate ("Tax Rate Table") is available at no charge from many sources, most conveniently on the website of the California Local Government Finance Almanac (sponsored by the California League of Cities): <http://www.californiacityfinance.com/PropTransfTaxRates.pdf>.

To estimate the Transfer Tax for the property, multiply the Property's estimated sales price (in thousands of dollars) by the amount shown in the Tax Rate Table for the City and County in which the property is located.

Who Pays? The law states that, "the Transfer Tax must be paid by the person who makes signs or issues any document subject to the tax, or for whose use or benefit the document is made, signed or issued." In practice, this means that the payment of the Transfer Tax is customarily made by the Seller or the Buyer, or shared by both, depending on the jurisdiction in which the transferred property is located.

Are there any exemptions? The Revenue and Taxation Code, which provides the statutory authority for counties to impose the Transfer Tax, specifically exempts from the transfer tax the following transactions:

1. Instruments in writing given to secure a debt.
2. Transfers whereby the federal or any state government, or agency, instrumentality or political subdivision thereof, acquires title to realty.
3. Transfers made to effect a plan of reorganization or adjustment (i) confirmed under the Federal Bankruptcy Act, (ii) approved in certain equity receivership proceedings or (iii) whereby a mere change in identity, form or place of organization is effected.
4. Certain transfers made to effect an order of the Securities and Exchange Commission relating to the Public Utility Holding Company Act of 1935.
5. Transfers of an interest in a partnership (or, beginning January 1, 2000, an entity treated as a partnership for federal income tax purposes) that holds realty, if (i) the partnership is treated as continuing under IRC § 708 and (ii) the continuing partnership continues to hold the realty.
6. Certain transfers in lieu of foreclosure.
7. Transfers, divisions or allocations of community, quasi-community or quasi-marital property between spouses pursuant to, or in contemplation of, a judgment under the Family Code.
8. Transfers by the State of California, or any political subdivision, agency or instrumentality thereof, pursuant to an agreement whereby the purchaser agrees to immediately reconvey the realty to the exempt agency.
9. Transfers by the State of California, or any political subdivision, agency or instrumentality thereof, to certain nonprofit corporations.
10. Transfers pursuant to certain inter vivos gifts or inheritances.



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NOTICE OF DATABASE DISCLOSURE

Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Website by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and Zip Code in which he or she resides. California Law (AB 488), signed by the Governor on September 24, 2004, provides the public with Internet access to detailed information on registered sex offenders. The Sex Offender Tracking Program of the California Department of Justice maintains the database of the locations or persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.46 of the Penal Code. The online database is updated with data provided by local sheriff and police agencies on an ongoing basis. It presents offender information in 13 languages; may be searched by sex offender's specific name, zip code, or City/County provides access to detailed personal profile information on each registrant; and includes a map of the neighborhood surrounding any particular property.

California Department of Justice Information Sources:

Megan's Law Sex Offender Locator Web Site: <http://www.meganslaw.ca.gov>.

California Department of Justice Megan's Law Email Address: meganslaw@doj.ca.gov.

Local Information Locations for the Subject Property:

All sheriffs' departments and every police department in jurisdiction with a population of 200,000 or more are required to make a CD-ROM available free to the public for viewing. Although not required, many other law enforcement departments in smaller jurisdictions make the CD-ROM available as well. Please contact the local law enforcement department to investigate availability.

NOTICE OF MINIMUM ENERGY CONSERVATION STANDARDS FOR RESIDENTIAL CENTRAL AIR CONDITIONERS AND HEAT PUMPS

Manufacturers have been required to comply with the Department of Energy's ("DOE") energy conservation standards for residential central air conditioners and heat pumps since 1992. From time to time the DOE amends the minimum seasonal energy efficiency ratio ("SEER") for such equipment for the purpose of saving energy. Equipment manufactured after January 1, 1992, and before January 23, 2006, must meet a minimum SEER rating of 10. Equipment manufactured between January 23, 2006 and January 1, 2015, must meet a minimum SEER rating of 13. After January 1, 2015, equipment installed in California must meet a minimum SEER rating of 14. The law does not require a seller to replace non-compliant existing equipment upon transfer. For more information about the new standards please visit https://www1.eere.energy.gov/buildings/appliance_standards/product.aspx/productid/75.

CONTAMINATED WATER ADVISORY

According to the Public Policy Institute of California almost 400 small rural water systems and schools are unable to provide safe drinking water. In some areas, nitrate produced by nitrogen fertilizers and manure—is polluting local groundwater basins. Chemicals such as arsenic, chromium-6 and lead are also a challenge.

The San Joaquin Valley is particularly hard hit by nitrate: 63 percent of the state's public water systems that report violations of health standards for the contaminant in 2015 were in the Valley. Nitrate is the most critical and immediate contaminant in the San Joaquin Valley according to Thomas Harter University of California, Davis.

About 1 million Californians can't safely drink their tap water. Approximately 300 water systems in California currently have contamination issues ranging from nitrates, arsenic lead and uranium at levels that create severe health issues.

In particular the city of Fresno has Lead contamination in the northeast portion of the city.



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NOTICE OF CALIFORNIA'S 2013 ENERGY EFFICIENCY STANDARDS

Public Resources Code Sections 25402 and 25402.1 were enacted in 1975 as part of the enabling legislation establishing the California Energy Commission and its basic mandates. These sections require the Energy Commission to adopt, implement, and periodically update energy efficiency standards for both residential and nonresidential buildings.

The Standards must be cost effective based on the life cycle of the building, must include performance and prescriptive compliance approaches, and must be periodically updated to account for technological improvements in efficiency technology. Accordingly, the California Energy Commission has adopted and periodically updated the Standards (codified in Title 24, Part 6 of the California Code of Regulations) to ensure that building construction, system design and installation achieve energy efficiency and preserve outdoor and indoor environmental quality. The Standards establish a minimum level of building energy efficiency. A building can be designed to a higher efficiency level, resulting in additional energy savings.

The 2013 Building Energy Efficiency Standards, which are effective July 1, 2014, focus on several key areas to improve the energy efficiency of newly constructed buildings and additions and alterations to existing buildings, and include requirements that will enable both demand reductions during critical peak periods and future solar electric and thermal system installations. The most significant efficiency improvements to the residential Standards are proposed for windows, envelope insulation and HVAC system testing. The most significant efficiency improvements to the nonresidential Standards are proposed for lighting controls, windows, unitary HVAC equipment and building commissioning. New efficiency requirements for process loads such as commercial refrigeration, data centers, kitchen exhaust systems and compressed air systems are included in the nonresidential Standards. The 2013 Standards include expanded criteria for acceptance testing of mechanical and lighting systems, as well as new requirements for code compliance data to be collected in a California Energy Commission-managed repository. Compliance with the standard is assured by hiring a contractor who is properly licensed, and doing the installation with a building permit so that the City Building Inspector can check the work when completed. For more information, visit <https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards>.

NOTICE OF HOME ENERGY EFFICIENCY IMPROVEMENTS TAX CREDIT ADVISORY

According to the DOE, the higher replacement cost of SEER compliant air conditioning system will be offset by a savings of up to 23 percent in monthly energy costs. The California Energy Commission notes that leaking ductwork accounts for up to 25 percent of the heating costs of a typical home. Therefore, compliance with the new Federal and State standards offers substantial benefits to the property owner, as well as significant environmental benefits through decreased energy consumption, compared with older systems. In addition, consumers who purchase and install specific products, such as energy efficient windows, insulation, doors, roofs, and heating and cooling equipment in the home can receive a tax credit of up to \$500 beginning January 2006. For more information visit <http://www.energy.gov/taxbreaks.htm>.

NOTICE OF WILLIAMSON ACT

The [Williamson Act](#) (California Land Conservation Act of 1965: Government Code Section 51200 et. seq.) is a state agricultural land protection program in which local governments elect to participate. The intent of the program is to preserve agricultural lands by discouraging their premature and unnecessary conversion to urban uses. No later than 20 days after a city or county enters into a contract with a landowner pursuant to this chapter, the clerk of the board or council, as the case may be, shall record with the county recorder a copy of the contract which would impart notice and therefore appear in the title report.

FIRE BURN AREA ADVISORY

Please be advised that some properties may be impacted by wildfires that burned properties and the surrounding areas. Contamination of, including but not limited to, water, soil, structures, and materials may be present. To mitigate the risks associated with wildfire damage and environmental hazards, we recommend engaging an environmental and/or geotechnical expert to survey the subject property for any potential contamination, structural integrity concerns, and the feasibility of future development. Additionally, properties within and around the burn areas may also be affected by runoff and mudslides from recent rains.

INSURANCE COVERAGE ADVISORY

This report provides information pertaining to natural hazard zones that governmental agencies have identified for this property, including but not limited to fire, flood, and earthquake hazard zones. These zones may affect the ability or obligation of a homebuyer to obtain insurance relative to these hazards. It is recommended that homebuyers begin shopping for insurance coverage for these hazards as soon as possible to ensure they can obtain an appropriate policy. Not securing insurance early may interfere with loan and inspection contingencies and/or put the security deposit of the homebuyer at risk. As an option, contact myQuotes, powered by Alta Vista Insurance for complimentary, no-obligation coverage quotes.

www.myQuotes.com | 800.741.1500 | Quotes@myQuotes.com



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MOLD ADDENDUM

All prospective home and condominium purchasers are advised to thoroughly inspect the Property for mold. Mold may appear as discolored patches or cottony or speckled growth on walls, furniture, or floors, and it often has an earthy or musty odor. Mold may also grow beneath water-damaged surfaces and floors, behind walls and above ceilings. Therefore, if a property has an earthy smell or musty odor, mold contamination may exist even if no actual mold growth is visible.

Mold only needs a food source (any organic material such as wood, paper, dirt or leaves) and moisture to grow. There are many potential food sources for mold in homes. Therefore, preventing excess moisture is the key to preventing mold growth. Excess moisture can come from many sources, including flooding, plumbing or roof leaks, lawn sprinklers hitting the house, air conditioner condensation, humidifiers, overflow from sinks and sewers, steam, and wet clothes drying indoors. Be sure to inspect the Property for sources of excess moisture, current water leaks and evidence of past water damage. Once mold is found and the contaminated area properly cleaned up, mold growth is likely to recur unless the source of moisture is also eliminated.

If it is suspected that the Property has a mold problem, be sure to have a qualified inspector conduct a more thorough inspection. All areas contaminated with mold should be properly and thoroughly remediated.

Additional information can be found in the Homeowner's Guide to Earthquake Safety and Environmental Hazards and in the following publication:

Mold In My Home: What Do I Do?

Available online at https://www.cdph.ca.gov/Programs/CCDC/DEOD/EBID/CPE/CDPH%20Document%20Library/Mold/MMIMH_English.pdf.

For more information visit: www.cal-iaq.org

NOTICE OF METHAMPHETAMINE CONTAMINATION

The Methamphetamine Contaminated Property Act of 2005 requires the clean up of the property so it can be safe for occupancy if the property is found to be contaminated. In addition the bill provides for the imposition of a civil penalty (fines up to \$5,000) upon a property owner who does not provide a notice or disclosure in writing and acknowledged by the buyer as required by the act, or upon a person who violates an order issued by the local health officer prohibiting the use or occupancy of a property contaminated by a methamphetamine laboratory activity.

This law also requires the Department of Environmental Health (DEH) to respond to complaints of potentially contaminated property which includes evaluating the property, testing for contamination, notifying and posting of warning notices, issuing orders prohibiting occupancy if the site is not safe, as well as overseeing the ultimate return of the property to a safe environment. Property owners are responsible for all the costs that may be associated with these actions.

NOTICE OF ABANDONED WELLS

According to the California Department of Water Resources an abandoned or "permanently inactive well" is a well that has not been used for a period of one year. Abandoned wells that are not properly sealed are a potential hazard to people and animals and may be a potential site of illegal waste disposal. Abandoned wells may allow contamination of groundwater. Abandoned wells should be destroyed in accordance with methods developed by the Department of Water Resources pursuant to Section 13800 of the Water Code.

NOTICE OF OIL AND GAS WELLS

California is a leading oil producer with most production in Los Angeles, Kern, Fresno, and Ventura Counties. There are thousands of idle and "orphan" wells. An idle well is a well that has not produced oil and/or gas or has not been used for fluid injection for six months during the last five years. The Division of Oil, Gas, and Geothermal Resources tracks and maintains an idle-well inventory. According to the Division an abandoned or "orphan" well is a well that has been deserted and has no viable operator or owner. The Division plugged 1,062 orphan wells from 1977 to 2004 at a cost of 14.8 million dollars. Oil and gas wells pose a threat to humans for fall hazard, fire hazard, groundwater contamination, methane gas seeps, and other hazards.



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NOTICE OF NATURALLY OCCURRING ASBESTOS

Asbestos refers to naturally-occurring fibrous minerals found throughout the State of California. Serpentine, an ultra-mafic rock, contains asbestos and is commonly found in the Sierra foothills, the Coast Ranges, and the Klamath Mountains. On residential properties, naturally-occurring asbestos sources are typically dust from unpaved roads or driveways. Paving the unpaved driveways or roads can help to reduce exposure to asbestos. Asbestos is a known carcinogen and exposure may increase the risk of lung cancer. It is recommended that prospective buyers in an area designated as a Naturally Occurring Asbestos Zone consult an appropriate expert(s) who can test and identify naturally occurring asbestos rocks, on or near the property, which are exposed and may present a health risk. For more information please visit the Air Resources Board of the California Environmental Protection Agency website: <http://www.arb.ca.gov/homepage.htm>.

RADON GAS ADVISORY

THE COUNTY IN WHICH THE SUBJECT PROPERTY IS LOCATED IS DESIGNATED ZONE

2

 FOR RADON GAS POTENTIAL

Radon is a gas that is produced from the radioactive decay of uranium and thorium found in certain rock and soil types. Radon, an odorless and colorless gas, can move from the soil into buildings. Exposure to concentrated levels of radon can increase a person's risk of developing lung cancer.

The Highest Radon Potential, Zone 1, is set at 4.0pCi/l and above by the U.S. Environmental Protection Agency ("EPA"). Moderate Radon Potential, Zone 2, is set at between 2.0pCi and 4.0pCi/l. Low Radon Potential, Zone 3, is set at less than 2.0pCi/l. The EPA recommends indoor radon testing for all homes and recommends radon reduction measures for homes with radon levels of 4.0pCi/l and above. Radon testing kits can be purchased by homeowners or homeowners can hire contractors to provide the testing. For more information please visit <http://www.MyNHD.com/booklets/RadonInformation.pdf>.

NOTICE OF ABANDONED MINES ADVISORY

According to the Abandoned Mine Lands Unit of the State of California Department of Conservation, there are more than 165,000 mines features on more than 47,000 abandoned mine sites in the State of California. Approximately 84 percent of those sites contain physical safety hazards. The public is warned against entering any open shafts or mine openings. For more information please visit the Abandoned Mine Lands Unit website: https://www.conservation.ca.gov/dmr/abandoned_mine_land.

WOOD-BURNING HEATER ADVISORY

The Clean Air Act is the law that defines EPA's responsibilities for protecting and improving the nation's air quality and the stratospheric ozone layer. Using a nationwide network of monitoring sites, EPA has developed ambient air quality trends for particle pollution, also called Particulate Matter (PM). Under the [Clean Air](#) Act, EPA sets and reviews national air quality standards for PM. Air quality monitors measure concentrations of PM throughout the country. EPA, state, tribal and local agencies use that data to ensure that PM in the air is at levels that protect public health and the environment.

"Particulate matter," also known as particle pollution or PM, is a complex mixture of extremely small particles and liquid droplets. Particle pollution is made up of a number of components, including acids (such as nitrates and sulfates), organic chemicals, metals, and soil or dust particles. The size of particles is directly linked to their potential for causing [health](#) problems. EPA is concerned about particles that are 10 micrometers in diameter or smaller because those are the particles that generally pass through the throat and nose and enter the lungs. Once inhaled, these particles can affect the heart and lungs and cause serious health effects. "Fine particles," such as those found in smoke and haze, are 2.5 micrometers in diameter and smaller. Approximately 10 million wood stoves are currently in use in the United States, and 70 to 80 percent of them are older, inefficient, conventional stoves that pollute.

[The Great American Woodstove Changeout](#) is a voluntary program designed to reduce particle pollution from woodstoves by encouraging people to replace older, more polluting stoves with EPA-certified stoves and fireplace inserts. It also provides information on building more efficient, less polluting fires. Certain jurisdictions have established legal requirements to reduce wood smoke. For example, some communities have restrictions on installing wood-burning appliances in new construction. For more information on possible regulations in your area go to <https://www.epa.gov/residential-wood-heaters>.



[VIEW ALL MAPS](#)

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ENVIRONMENTAL REPORT

Report Summary

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Federal and state databases list numerous sites within California that have actual or potential environmental contamination associated with them. This Report identifies whether the subject property is located within a specific distance from sites listed within these databases. However, these databases are not all-inclusive and may be inaccurate; some environmental hazards have not yet been located or their location has been inaccurately recorded in the database. There may be errors or inaccuracies in the databases. Moreover, not all properties containing environmental contamination are listed in these databases. There are additional environmental concerns that may affect the subject property. Although data for these concerns are not provided in databases, brief descriptions of them are provided below. It should be noted that this does not constitute a complete listing of all environmental concerns. Therefore, no representations or warranties, express or implied, are made in connection with this environmental report, and all implied warranties are disclaimed. This Report is not a substitute for a Phase I Environmental Assessment. All of the Terms and Conditions applicable to the MyNHD Natural Hazard Disclosure Report are equally applicable to the MyNHD Environmental Report and are incorporated herein by reference.

SUBJECT PROPERTY IS IN PROXIMITY TO:	YES	NO	DISTANCE SEARCH FROM PROPERTY	View Map DETAILS
EPA Final Superfund Site ("NPL")	☐	☒	1 Mile	Page 1
Landfill and/or Waste Transfer Stations ("SWIS")	☐	☒	½ Mile	Page 1
Leaking Underground Storage Tanks ("LUST")	☐	☒	¼ Mile	Page 1
The Resource Conservation and Recovery Act ("RCRA")	☒	☐	1 Mile	Page 2
Toxics Release Inventory ("TRI")	☐	☒	1 Mile	Page 2
EnviroStor	☒	☐	1 Mile	Page 3
Emergency Planning Zone ("RADIATION")	☐	☒		Page 3
Spills, Leaks, Investigation, and Cleanups sites ("SLIC")	☒	☐	1 Mile	Page 3
CERCLIS	☒	☐	½ Mile	Page 4
Oil Wells	☐	☒	¼ Mile	Page 4
Battery Energy Storage Systems ("BESS")	☐	☒	1 Mile	Page 5
Major Natural Gas Pipeline	☒	☐	1 Mile	Page 6
Gas and Hazardous Liquid Transmission Pipelines	Included			Page 6
Notice of Noise Pollution	Included			Page 7
Notice of Air Pollution	Included			Page 7
Notice of Electrical and Magnetic Fields ("EMF")	Included			Page 7
Notice of Light Pollution	Included			Page 7



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EPA FINAL SUPERFUND SITE ("NPL")

SUBJECT PROPERTY ☐ IS ☒ IS NOT LOCATED WITHIN 1 MILE OF AN EPA FINAL SUPERFUND SITE ("NPL")

Superfund Site Information from the Environmental Protection Agency ("EPA") provides data on hazardous waste sites, potentially hazardous waste sites and remedial activities across the nation. It also contains sites that are on the National Priorities List ("NPL"). NPL is the list of known releases or threatened releases of hazardous substances, pollutants, or contaminants. According to the EPA, inclusion of a site on the NPL does not in itself reflect a judgment of the activities of its owner or operator, it does not require those persons to undertake any action, nor does it assign liability to any person. The NPL serves primarily informational purposes, identifying for the States and the public those sites or releases that appear to warrant remedial actions. For more information visit <http://www.epa.gov/superfund>.

LANDFILLS AND/OR WASTE TRANSFER STATIONS ("SWIS")

SUBJECT PROPERTY ☐ IS ☒ IS NOT LOCATED WITHIN ½ MILE OF A LANDFILL AND/OR WASTE TRANSFER STATION ("SWIS")

The Solid Waste Information System ("SWIS") database contains data on solid waste facilities, operations, and disposal sites in California. Types of facilities include transfer stations, composting sites, landfills, material recovery sites, waste tire sites, as well as closed disposal sites. The database provides data on owner, location, operator, facility type, regulatory and operational status, authorized waste types, local enforcement agency, and inspection and enforcement records. The data is regularly updated. Enforcement and inspection data are current to the preceding quarter. For more information visit <https://www2.calrecycle.ca.gov/SolidWaste/Site/Search>.

LEAKING UNDERGROUND STORAGE TANKS ("LUST")

SUBJECT PROPERTY ☐ IS ☒ IS NOT LOCATED WITHIN ¼ MILE OF A LEAKING UNDERGROUND STORAGE TANK ("LUST")

According to the State Water Resources Control Board ("SWRCB"), leaking underground storage tanks are a significant source of petroleum impacts to groundwater. They may pose potential risks to health and safety such as exposure from impacts to soil and/or groundwater, contamination of drinking water, contamination of water wells, and inhalation of vapors. The SWRCB maintains a database, Leaking Underground Storage Tank Information System ("LUSTIS"), which contains information investigation and cleanup data that is updated quarterly. All of the information formerly contained in the LUSTIS database now resides in the SWRCB Geotracker database. For more information visit <http://www.swrcb.ca.gov> or www.geotracker.waterboards.ca.gov.



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THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA")

SUBJECT PROPERTY ☒ IS ☐ IS NOT LOCATED WITHIN 1 MILE OF A RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA") SITE

The Resource Conservation and Recovery Act ("RCRA"), enacted in 1976, is the principal federal law in the United States governing the disposal of solid waste and hazardous waste. Hazardous waste generators, transporters, treaters, storers and disposers of hazardous waste are required to provide information on their activities to state environmental agencies. These agencies then provide the information to regional and national EPA offices through the Resource Conservation and Recovery Act Information System ("RCRAInfo"). Information on cleaning up after accidents or other activities that result in a release of hazardous materials to the water, air or land must also be reported through RCRAInfo. For more information visit <https://www.epa.gov/rcra>. RCRA sites within one mile of the Property are listed below:

SITE ID	SITE NAME	DISTANCE (IN MILES) FROM SUBJECT PROPERTY
	AMERICAN CYANAMID CO AZUSA PLT	0.75

TOXICS RELEASE INVENTORY ("TRI")

SUBJECT PROPERTY ☐ IS ☒ IS NOT LOCATED WITHIN 1 MILE OF A TOXICS RELEASE INVENTORY ("TRI") SITE

The Toxics Release Inventory ("TRI") is a publicly available EPA database that contains information on specific toxic chemical releases and other waste management activities reported annually by certain covered industry groups as well as federal facilities. This inventory was established under the Emergency Planning and Community Right-to-Know Act of 1986, which requires facilities to use their best readily available data to calculate their releases and waste management estimates. If facilities do not have actual monitoring data, submitted values are derived from various estimation techniques. This report incorporates original TRI reports since 2001 and any updates that are available. To view the data that has been submitted more recently than the published updates, please access EPA Envirofacts at <https://www3.epa.gov/enviro/>.



ENVIROSTOR

SUBJECT PROPERTY ☒ IS ☐ IS NOT LOCATED WITHIN 1 MILE OF A HAZARDOUS WASTE AND CORRECTIVE ACTION FACILITY

("ENVIROSTOR") SITE

The mission of the California Environmental Protection Agency's Department of Toxic Substances Control ("DTSC") is to protect California's people and environment from the harmful effects of toxic substances by restoring contaminated properties, identifying and promoting safer ingredients in consumer products, and ensuring stewardship through enforcement, regulation and pollution prevention. The EnviroStor database contains detailed information on hazardous waste permitted and corrective action facilities, as well as existing site cleanup information. The DTSC manages this database and has developed a public website for informational searches on investigation, cleanup, permitting, and/or corrective actions that are planned, being conducted or have been completed under DTSC's oversight. The EnviroStor database can be accessed through the DTSC Web Page located at: <http://www.envirostor.dtsc.ca.gov>. Sites listed on the EnviroStor website within one mile of the Property are listed below:

PROJECT NAME	PROGRAM TYPE	STATUS	DISTANCE (IN MILES) FROM SUBJECT PROPERTY
BALDWIN PARK (SAN GABRIEL VALLEY SUPERFUND SITE)	FEDERAL SUPERFUND	ACTIVE	0.39
AZUSA DUMP OWL 4X J09CA0025	MILITARY EVALUATION	INACTIVE - NEEDS EVALUATION	0.76
AMERICAN CYANAMID CO.	EVALUATION	REFER: EPA	0.92
CRITERION CATALYSTS & TECHNOLOGIES	CORRECTIVE ACTION	REFER: RWQCB	0.92

Emergency Planning Zone ("RADIATION")

SUBJECT PROPERTY ☐ IS ☒ IS NOT LOCATED IN AN EMERGENCY PLANNING ZONE

The Radiation Information Database (RADINFO) contains basic information about certain facilities that the U.S. Environmental Protection Agency (EPA) regulates for radiation and radioactivity. For more information see: <https://www.epa.gov/radiation>.

Spills, Leaks, Investigation, and Cleanups sites ("SLIC")

SUBJECT PROPERTY ☒ IS ☐ IS NOT LOCATED WITHIN 1 MILE OF A KNOWN SPILLS, LEAKS, INVESTIGATIONS & CLEANUP SITE

In the Spills, Leaks, Investigations & Cleanup (SLIC) Program, Water Board staff oversee soil and water investigations, corrective actions, and human health risk assessments at sites with current or historic unauthorized discharges, which have adversely affected or threaten to adversely affect waters of the state. The program covers all types of pollutants (such as solvents, petroleum fuels, heavy metals, pesticides, etc) and all environments (including surface water, groundwater, sediment, and soil). Public participation is conducted and tailored to the needs of the community. SLIC sites within one mile of the Property are listed below:

SITE ID	SITE NAME	ADDRESS	STATUS	DISTANCE (IN MILES) FROM SUBJECT PROPERTY
T10000006217	Vantassel Canyon Landfill (Proposed)	Vantassel Canyon	Pre-Title 27 CAI - Closed/No Monitoring	0.29



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SITE ID	SITE NAME	ADDRESS	STATUS	DISTANCE (IN MILES) FROM SUBJECT PROPERTY
T10000020760	FORMER SAN GABRIEL VALLEY GUN CLUB	4001 FISH CANYON ROAD	Open - Site Assessment	0.68
SL603798904	AMERICAN CYANAMID	1025 N. TODD AVE.	Open - Inactive	0.84
T10000020397	Maddock Debris Disposal Site	400 Vineyard Avenue	Completed - Case Closed	0.96
T10000004513	Duarte - Fish Canyon Landfill	1120 La Loma Road	Pre-Title 27 CAI - Completed - Case Closed/No Monitoring	0.98

CERCLIS

SUBJECT PROPERTY ☒ IS ☐ IS NOT LOCATED WITHIN 1/2 MILE OF A KNOWN CERCLIS FACILITY.

The CERCLIS (Comprehensive Environmental Response, Compensation and Liability Information System) Database is now known as "SEMS" (Superfund Enterprise Management System) and includes all potential and confirmed hazardous waste sites at which the EPA Superfund program has some involvement. The EPA retired CERCLIS in November 2013 and has been transitioning to SEMS, which contains the same content as CERCLIS. SEMS contains information such as the current status of cleanup efforts, cleanup milestones reached, and amounts of liquid and solid media treated at sites on the National Priorities List (NPL) or under consideration for the NPL. CERCLIS sites within one mile of the Property are listed below:

SITE ID	SITE NAME	ADDRESS	Case Type
CAD980818512	SAN GABRIEL VALLEY (AREA 2)	SUNSET & SAN BERNARDINO FREEWAY	

Oil Wells

SUBJECT PROPERTY ☐ IS ☒ IS NOT LOCATED WITHIN 1/4 MILE OF A KNOWN OIL WELL

This list includes oil wells which were used for production, exploration, injection, etc., and which may have been abandoned or are still in use. The requirements for abandonment of such wells have become more stringent since the 1970s. In some situations, formerly abandoned wells must be re-abandoned pursuant to such newer, more stringent requirements. We have divided the wells into "active" OILWELL-A and "plugged and abandoned" OILWELL-P. Further information on these wells can be obtained from: <http://www.consrv.ca.gov/dog/>.



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BATTERY ENERGY STORAGE SYSTEMS (“BESS”)

SUBJECT PROPERTY ☐ IS ☒ IS NOT LOCATED WITHIN 1 MILE OF A BATTERY ENERGY STORAGE SYSTEM (“BESS”)

Battery energy storage systems (BESS), is an energy storage system and advanced technological solution that collects energy from various sources, including the grid, to store for use at a later time. BESS systems help stabilize the electric grid by providing a fast-responding and reliable source of power. They can quickly absorb excess power during peak demand or release stored energy during grid disturbances. As with most electrical equipment there are common hazards, such as electrical hazards from overcharging or short circuits, chemical hazards from flammable electrolytes, environmental impacts from improper handling and disposal, and even fires, among other possible hazards. Proper use and maintenance can mitigate these risks.





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MAJOR NATURAL GAS PIPELINE

SUBJECT PROPERTY ☒ IS ☐ IS NOT located within 1 mile of a major natural gas pipeline according to the California Energy

Commission Map of Major Natural Gas Pipelines.

Only 13.5 percent of the natural gas California used came from in-state production in 2006; the rest was delivered by pipelines from several production areas in the western United States and western Canada. California is at the end of those pipelines, forcing it to compete with other states for supplies. Once the gas arrives in California, it is distributed by the state's three major gas utilities - San Diego Gas & Electric, Southern California Gas Company, and Pacific Gas and Electric - that provide a collective total of 98 percent of the state's natural gas. Long Beach and Palo Alto are the only municipal utilities in California that operate city-owned utility services for natural gas customers.

On September 9, 2010, a 30-inch Pacific Gas and Electric Company natural gas transmission pipeline in San Bruno exploded, claiming the lives of eight residents, injuring numerous others, and destroying many homes. As the state agency charged with overseeing the operation of the state's utilities, the California Public Utilities Commission immediately had an inspector on-site in San Bruno, and has since been working closely with the National Transportation Safety Board to investigate the cause of the explosion, and take other actions in the interest of public safety. The National Pipeline Mapping System ("NPMS") has provided a map viewer that shows pipeline locations throughout the United States at <https://www.npms.phmsa.dot.gov/>.

Source: California Energy Commission

NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES

(a) Every contract for the sale of residential real property entered into on or after July 1, 2013, shall contain, in not less than 8-point type, a notice as specified below:

NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES

This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the NPMS Internet Web site maintained by the United States Department of Transportation at <https://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

(b) Upon delivery of the notice to the transferee of the real property, the seller or broker is not required to provide information in addition to that contained in the notice regarding gas and hazardous liquid transmission pipelines in subdivision (a). The information in the notice shall be deemed to be adequate to inform the transferee about the existence of a statewide database of the locations of gas and hazardous liquid transmission pipelines and information from the database regarding those locations.

(c) Nothing in this section shall alter any existing duty under any other statute or decisional law imposed upon the seller or broker, including, but not limited to, the duties of a seller or broker under this article, or the duties of a seller or broker under Article 1.5 (commencing with Section 1102) of Chapter 2 of Title 4 of Part 4 of Division 2.



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Notice of Noise Pollution

Environmental sounds that impede daily activities are considered noise pollution. Sources of noise that can diminish the quality of life include automobile traffic, trains, aircraft and construction operations. Health effects from noise pollution can include stress related illnesses, sleep loss, high blood pressure, and even hearing loss. For more information: <https://www.epa.gov/clean-air-act-overview/clean-air-act-title-iv-noise-pollution>.

Notice of Air Pollution

The burning of fossil fuels in automobiles, trucks, and industrial concerns contributes to reduced air quality. Ultraviolet light in the atmosphere acts on the traffic and industrial emissions to create photochemical smog. Air pollution can affect the respiratory system and cardiovascular system in the human body. It is an increased risk factor in respiratory infections, heart disease, and lung cancer. Asthma can be exacerbated by air pollution. For more information: www.epa.gov/air/urbanair.

Notice of Electrical and Magnetic Fields ("EMF")

Electrical and magnetic fields ("EMF") are natural forces caused by electricity. Sources of EMF include high voltage transmission lines, distribution lines, and household electronic devices. Health concerns from EMF have been studied. According to the EPA and the California Department of Public Health ("CDPH") these studies do not show a clear pattern of health hazards. However, the CDPH provides information regarding decreases of EMF at given distances. They indicate that the EMF from household electronic device decreases to background levels at a distance of 3 to 4 feet. The EMF from electricity distribution lines decreases to background levels at a distance of 60 to 200 feet. The EMF from high voltage transmission lines decreases to background levels at a distance of 300 to 1000 feet. For more information: <https://www.epa.gov/radtown/electric-and-magnetic-fields-power-lines>.

Notice of Light Pollution

Street lights, lighted commercial signs, and commercial buildings are examples of unnatural light that may diminish quality of life. An overly bright night time environment may cause sleep deprivation and may reduce scenic views. For more information: https://en.wikipedia.org/wiki/Light_pollution.



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TERMS AND CONDITIONS

1. This Natural Hazard Disclosure Report ("Report") was prepared solely for one transaction and one escrow, as described on page 1 (collectively, the "Transaction"). This Report was prepared by ("MyNHD"). This Report may be used solely between this seller and this buyer for that single Transaction related to the property address and assessor's parcel number ("Property") provided to MyNHD.
2. Only the Owner of the Property, the seller, the buyer, listing agent (s), real estate broker(s) and settlement agent(s), and their respective employees or agents, including office managers, if any, and involved in the Transaction (collectively, the "Recipients") may use and rely on this Report and only after they have paid in full for the Report. Neither lenders nor subsequent buyers of the Property may use or rely on this Report. There are no third party beneficiaries to this Report even if they have a foreseeable relationship with any of the Recipients, or with the Property. This Report is time-sensitive; its information is accurate only as of the date referenced on Page 1 (the "Effective Date"). Taxes, governmental legislation and other matters affecting the Property after the Effective Date are not disclosed, and MyNHD expressly disclaims any duty to supplement this Report to disclose any taxes, legislation, changes or charges becoming effective after the Effective Date. If the Transaction does not close within a reasonable time after the Effective Date, MyNHD strongly recommends that a new report be ordered.
3. MyNHD has not physically or visually inspected the property and this Report should not be used as a substitute for a physical or visual inspection of the Property. This Report is based solely on the Property address or and Assessor's Parcel Number provided by the Owner, Seller, or their respective agent(s). In order to prepare this Report, either the owner, seller, or their respective agent(s) provided MyNHD with the address and/or Assessor's Parcel Number for the subject Property. It is the responsibility of the Owner, Seller, or their respective agent(s) to confirm that the Property, which is the subject of the Report, is correctly identified, located, and characterized as being residential property. It is also the responsibility of the Owner, Seller, or their respective agent(s), to disclose to the Buyer and MyNHD: (a) any incorrect or incomplete features of this Report and (b) any matters which are known or should be known by the Owner, Seller, or their respective brokers/agent(s) which may not be disclosed in this Report. The property search is on a single residential parcel and does not include a search of secondary parcels or easements or common areas (in the case of condominium properties). This Report is not a title report or insurance policy and makes no opinion regarding the existence of liens or encumbrances against the property. This Report does not disclose whether the Property is contaminated with hazardous substances.
4. This Report may not be used in conjunction with any Natural Hazard Disclosure Statement ("NHDS") other than the NHDS issued as part of this Report. This Report may have an effect on the value of the Property; nevertheless, this Report may not be used in connection with any appraisal or valuation of the Property, or for any other valuation purposes. This Report is protected by copyright, trademark and other intellectual property laws and may not be copied or reproduced in any manner. Violators will be prosecuted as permitted by law.
5. This Report refers specifically to certain records, statutes and other information provided by various governmental agencies and third parties. In particular, the information contained in the tax disclosures are obtained from independent third parties. MyNHD has no way to verify the accuracy or completeness of this information, but has assumed the information is accurate and complete. If such information is not accurate or complete, MyNHD cannot and shall not be liable or responsible for such omissions or inaccuracies. MyNHD further shall not be liable or responsible for omissions or inaccuracies in the Report that the Recipients, or any of them, knew or should have known as of the Effective Date. This Report does not disclose whether the Property is contaminated with hazardous substances.
6. This Report is subject to the terms, limitations and conditions stated in this Report. In the event that the Recipient(s) report any inaccuracies, errors, or omissions, MyNHD's only obligation is to provide a corrected report. In the event of any claim tendered concerning the information in this Report, MyNHD's liability in any case other than gross negligence, is limited to actual proven damages as a result of an error or omission in the Report. Actual proven damages shall be measured by the difference between the fair market value of the Property without the error or omission and the fair market value of the Property with the error or omission as of the Effective Date of this Report ("Actual Proven Damages"). Said Actual Proven Damages liability maximum shall be determined by a retrospective appraisal performed by an MAI Designated Member of the Appraisal Institute specializing in the subject Property category (i.e. commercial or residential). In no case shall MyNHD have any liability for speculative damages, lost profits, or any direct or indirect, incidental or consequential damages arising in any way whatsoever with the preparation or use of this Report. Any action initiated relative to the Report shall be governed by the laws of the State of California without regard to conflicts of law principles. If any dispute arises in connection with this Report, the parties agree that the jurisdiction to deciding such dispute shall be venued in Los Angeles County, California.



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7. There may be other disclosures required by California law; MyNHD makes no representations or warranties as to the adequacy or accuracy of any other representations, warranties or disclosures required under other such laws. MyNHD shall not be liable or responsible for failing to disclose any matters not known to MyNHD, not shown on the maps used by MyNHD, not recorded in the public record as of the Effective Date, or not included within the categories of items included in the Report. In the event of any error, omission or inaccuracy in the MyNHD Report for which MyNHD is liable, MyNHD reserves the right to assume defense of the action and/or, compromise or settle the matter with the Recipients, or any of them.

8. This Report is not an Insurance Policy. This MyNHD Report is not a replacement for a title report, a title insurance policy, or any other type of insurance policy. Irrespective of the flood and fire zone determinations, insurance companies may, at their discretion, require additional flood and /or fire insurance based upon their assessment and the location of the parcel. Please check with your insurance provider for up to date quotes ,coverages and insurability. Recipients are encouraged to obtain a title report, purchase a title insurance policy, and to contact a local insurance agent regarding earthquake insurance, fire insurance and flood insurance. Recipients also may contact the National Flood Insurance Program regarding flood insurance. If there is a dispute involving a FEMA flood determination, MyNHD shall obtain a "Flood Certificate" from a flood insurance company admitted and licensed to do business in California. The determination shown on the Flood Certificate shall be final and binding as to whether the Property is or is not in Zone "A" or "V" as shown on Flood Insurance Rate Map panels. The issuance of a "Flood Certificate" showing that a property is not in Zone "A" or "V" does not guarantee that the entire parcel of property is outside of the area designated by FEMA as at risk of a flood. MyNHD is not and shall not be responsible or liable for any costs, losses, or compensatory or consequential damages arising from earthquakes, fires or floods.

9. If the Transaction involves multiple adjacent parcels, the parcel shown on Page 1 of this Report is regarded as the "Primary Parcel," and the disclosures contained in the Report operate as if only a single parcel is involved. In other words, even if a matter affects only one parcel, it will be disclosed as affecting all of the parcels. For parcel-by-parcel disclosures, individual reports must be ordered separately for each parcel. With regard to Mello-Roos Community Facilities Districts, Special Assessment Districts (1915 Bond Act) (collectively, "Mello-Roos/SAD") tax disclosures and the property tax breakdown (if included), the tax information is provided only for the Primary Parcel.

10. Only current tax-year Mello-Roos/SAD assessments are disclosed. However, accurate or complete Mello-Roos/SAD information sometimes is unavailable for a number of reasons, including (a) if a property is in foreclosure because a Mello-Roos/SAD assessment is delinquent, (b) if the secured property tax bill information is unavailable or has not been released by the county where the property is located. In addition, this Report may not disclose certain items because (i) they are not levied on the current tax bill, (ii) if the owner has applied for an exemption, certain items may not appear on the current tax bill, (iii) judicial foreclosure lawsuits sometimes cause items to be removed from the current tax bill, (iv) the property owner was billed directly for an item, e.g., apart from the secured property tax bills, and (v) the relevant County has not yet released the applicable tax information. The information in this Report comes from what MyNHD believes to be reliable sources. However, MyNHD shall not be responsible or liable for errors in the tax data it obtains from third party suppliers.

11. The maximum tax amounts specified in this Report are estimates only, calculated based on available County assessor data and/or third party data. MyNHD does not review of the relevant County recorder's or other jurisdictions' files to determine the presence of any other taxes or assessments affecting the Property. The levy amounts are subject to change for many reasons, including different interpretations of the Special Tax Formula, availability of data, and changes or corrections to classifications from year-to-year. The Report provides an estimate of items not included on the current tax bill, but the estimates are not comprehensive. For example, there may exist taxes and assessments which have not yet been levied on the tax bill or during the tax year described in the Report. MyNHD updates its information annually reasonably after updated information is released. Assessment districts also are subject to change, and therefore, this Report cannot be used or relied upon for nearby properties or future transactions involving this Property. Each Recipient is encouraged to contact the appropriate agents representing the local Mello-Roos/SAD with any specific questions they may have.



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12. This Report is intended to satisfy the disclosure obligations related to Civil Code Sections 1103.2, 1102.6b, 1102.6c, 1102.6e, 1102.15, 1102.17, and 2079.10a. MyNHD has been asked by the seller to provide this Report to assist the seller, and both the buyer's and seller's agents, in availing itself/themselves of the protections contained in Civil Code Section 1103.4. However, MyNHD cannot guaranty the availability of such protections, and makes no representations or warranties in connection therewith. California law also requires sellers to disclose a continuing lien securing the levy of special taxes pursuant to the Mello-Roos Community Facilities Act (Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code) and of a fixed lien assessment collected in installments to secure bonds issued pursuant to the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500) of the Streets and Highways Code) in connection with the sale of real property in California. MyNHD strongly recommends that the buyer obtain a title report and title insurance covering the Property; the MyNHD Report is not a replacement for a title report or a title insurance policy.

13. This Report discloses certain earthquake zones, flood zones, fire zones, and special tax assessment matters. Nothing in this Report relates to (a) title or title defects, (b) encroachments, geological issues or matters that would be disclosed by a land surveyor, soil survey or geological survey, (c) land use or zoning related matters, (d) parcel maps or subdivisions under the California Subdivided Land Acts or the Subdivision Map Act, (e) compliance with the Americans with Disabilities Act, local building codes or other federal, state or local laws, ordinances or restrictions that may affect the Property, (f) the use, occupancy or development of the Property, including any restrictions resulting from any state, local or federal governmental agency, such as school districts, water districts, joint power districts, flood control districts, or the California Coastal Commission, (g) building permits or any other permits that may be required for the Property or its current or future anticipated uses, or (h) any other matter potentially affecting the Property.

14. BY SIGNING, ACCEPTING OR USING THE NATURAL HAZARD DISCLOSURE STATEMENT OR THIS REPORT, THE RECIPIENTS, AND EACH OF THEM AND THEIR AGENTS AND REPRESENTATIVES, HEREBY ACKNOWLEDGE AND AGREE (AND SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED) THAT THEY HAVE REVIEWED, APPROVED AND ACCEPTED ALL OF THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED HEREIN. MYNHD SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR ANY REDUCTION IN THE VALUE OF THE PROPERTY, ARISING OUT OF OR RELATED TO THE PREPARATION, ISSUANCE, USE OF OR RELIANCE UPON THIS REPORT, EVEN IF SUCH DAMAGES ARE FORESEEABLE.

15. MyNHD, Inc. hereby agrees to indemnify the Owner or Seller, real estate broker(s) and agent(s), HCD dealer(s) and HCD salesperson(s), transaction coordinator(s), the escrow company, and/or settlement agent(s) and each of their respective employees, including office managers, ordering this Report as covered by our Professional Liability Insurance Policy for damages to the extent they are caused by our negligent acts, errors or omissions in the performance of our services and subject to the limitations of this Report. The Owner or Seller, real estate broker(s) and agent(s), HCD dealer(s) and HCD salesperson(s), transaction coordinator(s), the escrow company, and/or settlement agent(s) and each of their respective employees, including office managers, will not be liable for any error in this information as long as ordinary care is exercised in transmitting it. (Cal. Civ. Code §1102.4.)



PRELIMINARY REPORT

Title Contact Information:

WFG National Title Company of California
700 N Brand Blvd., Suite 1100
Glendale, CA 91203
Phone: (818) 476-4076
E-mail: TeamJulie@wfgtitleco.com

Title Officer: Julie Alvarado

Marcus Ibrahim
eXp Realty
537 W Foothill Blvd
Glendora, CA 91741

Order No.: 26-165134

Property Address:
3343 Brookridge Rd
Duarte, CA 91010

APN: 8610-019-059

In response to the above referenced application for a policy of title insurance, WFG National Title Insurance Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of a defect, lien or encumbrance not shown or referred to as an exception below or not excluded from coverage pursuant to the printed Schedules, Exclusions from Coverage, and Conditions of said policy forms.

With respect to any contemplated owner's policy, the printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A, attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA/ALTA Homeowner's Policies of Title Insurance, which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a binder or commitment should be requested.

Dated as of: **May 19, 2026 at 7:30 am**

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

ALTA® Homeowner's (07-01-21)

ALTA® Ext Loan Policy (07-01-21)

Issued by WFG National Title Insurance Company

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A Fee

Title to said estate or interest at the date hereof is vested in:

Charles Poovakan and Susan Poovakan, husband and wife as community property with right of survivorship

[view image](#)

The land referred to in this report is situated in the State of California, County of Los Angeles, and is described as follows:

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

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 18 OF TRACT NO. 33532, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 885 PAGES 60 THROUGH 67 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID LAND BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND BUT WITHOUT RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND OR THE TOP 500 FEET THEREOF FOR THE PURPOSE OF DEVELOPING THE SAME BUT INCLUDING THE RIGHT TO PROSPECT FOR, DEVELOP, PRODUCE AND REMOVE SAID OIL, GAS AND OTHER HYDROCARBONS BY MEANS OF SLANT DRILLING OR OTHER MEANS FROM LANDS OTHER THAN SAID LAND, AS GRANTED TO ARTHUR C. WRIGHT, ET AL., BY DEED RECORDED SEPTEMBER 21, 1961 IN BOOK D1362 PAGE 561 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND BUT WITHOUT RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND OR THE TOP 500 FEET THEREOF FOR THE PURPOSE OF DEVELOPING THE SAME BUT INCLUDING THE RIGHT TO PROSPECT FOR, DEVELOP, PRODUCE AND REMOVE SAID OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BY MEANS OF SLANT DRILLING OR OTHER MEANS FROM LANDS OTHER THAN SAID LAND, AS GRANTED TO ARTHUR C. WRIGHT, ET AL., BY DEED RECORDED APRIL 25, 1963 IN BOOK D2005 PAGE 278 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL OIL RIGHTS, MINERAL RIGHTS, NATURAL GAS, AND OTHER HYDROCARBONS, TOGETHER WITH ALL GEOTHERMAL STEAM AND STEAM POWER THAT MAY BE WITHIN OR UNDER SAID LAND, TOGETHER WITH THE RIGHT OF SURFACE ENTRY, AS GRANTED TO EASTWOOD MINERALS AND ENERGY COMPANY, A CALIFORNIA CORPORATION, BY DEED RECORDED JULY 22, 1974 AS INSTRUMENT NO. 1974-918 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL OIL, GAS, HYDROCARBON AND SIMILAR RIGHTS AND ALL WATER, WATER RIGHTS, GEOTHERMAL STEAM AND STEAM POWER, WITHIN OR UNDERLYING SAID PROPERTY, TOGETHER WITH THE PERPETUAL RIGHT OF DEVELOPMENT THEREOF, PROVIDED, HOWEVER, THAT THE RIGHTS HEREIN RESERVED AND EXCEPTED DO NOT INCLUDE THE RIGHT TO ENTER UPON THE SURFACE AND THE TOP 500 FEET OF THE SUBSURFACE OF THE REAL PROPERTY HEREIN CONVEYED, AS RESERVED IN DEED RECORDED AUGUST 24, 1977 AS INSTRUMENT NO. 1977-934106 OF OFFICIAL RECORDS.

APN: 8610-019-059

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

- 1a. General and special taxes and assessments for the fiscal year 2026 - 2027, a lien not yet due or payable.
- 1b. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2025 - 2026:

1st Installment:	\$5,138.87, Paid
2nd Installment:	\$5,138.86, Paid
APN.:	8610-019-059 View Taxes
Code Area:	003-608
- 1c. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
- 1d. Assessments, for community facility districts, if any, affecting said land which may exist by virtue of assessment maps or notices filed by said districts.
- 1e. The liens of bonds and assessments liens, if applicable, collected with the general and special taxes.
2. Water rights, claims or title to water, whether or not shown by the public records.
3. An easement for water pipes and rights incidental thereto, as set forth in a document recorded in [\(book\) 369 \(page\) 115](#) of Official Records.

Reference is hereby made to said document for full particulars.

4. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	Duarte Irrigation and Canal Company
Purpose:	pipe lines
Registered:	June 1, 1922 as Instrument No. 25196, Official Records, registration Case No. 357, Los Angeles County Superior Court
5. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	Southern California Edison Company
Purpose:	power lines
Registered:	June 1, 1922 as Instrument No. 25196, Official Records, registration Case No. 357, Los Angeles County Superior Court
6. Covenants, conditions, restrictions and easements in the document recorded November 15, 1977 as Instrument No. [77-1263931](#) of Official Records.

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value.
7. The effect of "Restricted Used Area" as shown upon and delineated upon the Map of Tract No. 33532.
8. An easement for landscaping, open space and rights incidental thereto, as shown or as offered for dedication on the recorded Map of [Tract No. 33532](#).
9. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount:	\$534,000.00
Dated:	August 8, 2020

Trustor:	Charles Poovakan and Susan Poovakan, husband and wife as
	community property with right of survivorship
Trustee:	Lawyers Title Company
Beneficiary:	Mortgage Electronic Registration Systems, Inc.
Lender:	Loandepot.com
Recorded:	September 17, 2020
Instrument No.:	20201126953 of Official Records

END OF EXCEPTIONS

REQUIREMENTS

Req. No. 1. Statements of information from all parties to the transaction are required.

NOTES

This report does not reflect requests for notice of default, requests for notice of delinquency, subsequent transfers of easements, and similar matters not germane to the issuance of the policy of title insurance anticipated hereunder.

- Note 1: If this company is requested to disburse funds in connection with this transaction, Chapter 598 of 1989 Mandates of the California Insurance Code requires hold periods for checks deposited to escrow or sub-escrow accounts. Such periods vary depending upon the type of check and anticipated methods of deposit should be discussed with the escrow officer.
- Note 2: No endorsement issued in connection with the policy and relating to covenants, conditions or restrictions provides coverage for environmental protection.
- Note 3: Special recordings: Due to a severe budget shortfall, many county recorders have announced that severe limitations will be placed on the acceptance of "special recordings."
- Note 4: Homeowners association: if the property herein described is subject to membership in a homeowners association, it will become necessary that we be furnished a written statement from the said homeowners association of which said property is a member, which provides that all liens, charges and/or assessments levied on said land have been paid. Said statement should provide clearance up to and including the time of closing. In order to avoid unnecessary delays at the time of closing, we ask that you obtain and forward said statement at your earliest convenience.
- Note 5: Demands: This Company requires that all beneficiary demands be current at the time of closing. If the demand has expired and a current demand cannot be obtained it may be necessary to hold money whether payoff is made based on verbal figures or an expired demand.
- Note 6: Line of credit payoffs: If any deed of trust herein secures a line of credit, we will require that the account be frozen and closed and no additional advances be made to the borrower. If the beneficiary is unwilling to freeze the account, we will require you submit to us all unused checks, debit vouchers, and/or credit cards associated with the loan along with a letter (affidavit) signed by the trustor stating that no additional advances will be made under the credit line. If neither of the above is possible, it will be necessary to hold any difference between the demand balance and the maximum available credit.
- Note 7: Maps: The map attached hereto may or may not be a survey of the land depicted thereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. WFG National Title Company of California expressly disclaims any liability for alleged loss or damages which may result from reliance upon this map.
- Note 8: In the event of cancellation or if the transaction has not closed within 90 days from the date hereof, the rate imposed and collectable shall be a minimum of \$360.00, pursuant to Section 12404 of the Insurance code, unless other provisions are made.
- Note 9: A Preliminary Change of Ownership Report (PCOR) must be filed with each conveyance in the County Recorder's office for the county where the property is located. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a PCOR, the Recorder may charge an additional recording fee of twenty dollars (\$20). State law also provides for a penalty of be levied if the Change of Ownership Report is not returned to the Assessor within a timely filing period. The penalty for failure to file a Change in Ownership Statement is \$100 or 10% of the new tax bill, whichever is greater, but not to exceed \$2,500.

Note 10: As to any and all covenants and restrictions set forth herein, the following is added: "but omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, marital status, source of income (as defined in subdivision (p) of Section 12955), or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Section 12955 of the California Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

See Notice Regarding Possibly Unlawful Restrictive Covenants based on race, religion, national origin, ancestry and other considerations at <https://wfgtitle.com/s/notice-12956-2>

Note 11: Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Preliminary Title Report shall automatically be considered null and void and of no force and effect.

Note 12: This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA Endorsement forms 100, 116 or 116.01 and if applicable, 115 and 116.02 attached.

When issued, the CLTA endorsement form 116, 116.01 or 116.02, if applicable will reference
Single Family Residence

known as

3343 Brookridge Rd, City of Duarte, County of Los Angeles, California

Note 13: The only conveyances affecting said land which recorded within twenty-four (24) months of the date of this report are:

None of Record

Exhibit One (Rev. 02-04-22)**CLTA STANDARD COVERAGE POLICY—1990 (4-8-14)
EXCLUSIONS FROM COVERAGE****CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE LOAN POLICY [(02-04-22) v. 01.00]****EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 b. any governmental forfeiture, police, regulatory, or national security power.
 c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
 Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 13.b.
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.

9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART IA

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY [(02-04-22) v. 01.00]

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1.
 - a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE [(07-01-2021) V. 01.00]
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 b. any governmental forfeiture, police, or regulatory, or national security power.
 c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
 Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
 Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or

ii. for any other reason not stated in Covered Risk 30.

7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records

- at the Policy Date;
- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:

- a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

ALTA Loan Policy [(07-01-2021) v. 01.00]

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1.
 - a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:

- a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
 5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 13.b.
 7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
 8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
 9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

NOTE: The 2021 ALTA Loan Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 6.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
 6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.]
- [7.] Variable exceptions such as taxes, easements, CC&R's, etc., shown here.

PART II

Covered Risk 10 insures against loss or damage sustained by the Insured by reason of the lack of priority of the lien of the Insured Mortgage over the matters listed in Part II, subject to the terms and conditions of any subordination provision in a matter listed in Part II:

2006 ALTA LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

NOTE: The 2006 ALTA Loan Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 6.

EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
 6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.]
- [7.] Variable exceptions such as taxes, easements, CC&R's, etc., shown here.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

ALTA Owner's Policy [(07-01-2021) v. 01.00]

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;

- ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 6

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency

that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
 6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.]
- [7.] Variable exceptions such as taxes, easements, CC&R's, etc., shown here.

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or

(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 6

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.]

[7.] Variable exceptions such as taxes, easements, CC&R's, etc., shown here.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY OF TITLE INSURANCE—ASSESSMENTS PRIORITY [2021 01.00 (07-01-2021)]

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1.b. does not modify or limit the coverage provided under Covered Risk 5, 6, 12.c., 12.d., 13, or 15.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 10, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, and 27); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law. Exclusion 5 does not modify or limit the coverage provided in Covered Risk 25.
6. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the Title. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 10.
7. The failure of the residential structure, or any portion of it, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 7 does not modify or limit the coverage provided in Covered Risk 5 or 6.
8. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 26.b.
9. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
10. Negligence by a person or an Entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
11. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 11 does not modify or limit the coverage provided under Covered Risk 10.b. or 24.
12. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (04-02-15)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

- (i) the occupancy, use, or enjoyment of the Land;
- (ii) the character, dimensions, or location of any improvement erected on the Land;
- (iii) the subdivision of land; or
- (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
 10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

STATEMENT OF INFORMATION

**CONFIDENTIAL - TO BE USED ONLY IN CONNECTION WITH ORDER NO.: , ESCROW NO.: 26-165134 AND
PROPERTY ADDRESS: 3343 BROOKRIDGE RD, DUARTE, CA 91010**

1. **IMPROVEMENTS:** ☐ NONE/VACANT LAND ☐ SINGLE RESIDENCE ☐ MULTIPLE RESIDENCE ☐ COMMERCIAL
 2. **OCCUPIED BY:** ☐ OWNER ☐ TENANTS
 3. **CONSTRUCTION WITHIN LAST 6 MONTHS?** ☐ YES ☐ NO
 IF YES, INDICATE WORK DONE: _____

PARTY 1	PARTY 2
FIRST _____ MIDDLE ☐ NONE _____ LAST _____	FIRST _____ MIDDLE ☐ NONE _____ LAST _____
FORMER LAST NAME(S), IF ANY _____	FORMER LAST NAME(S), IF ANY _____
BIRTHPLACE _____ BIRTH DATE _____	BIRTHPLACE _____ BIRTH DATE _____
SOCIAL SECURITY NUMBER _____ DRIVER'S LICENSE _____	SOCIAL SECURITY NUMBER _____ DRIVER'S LICENSE _____
NAME OF FORMER SPOUSE/REGISTERED DOMESTIC PARTNER _____	NAME OF FORMER SPOUSE/REGISTERED DOMESTIC PARTNER _____

MARRIAGE

☐ SINGLE ☐ MARRIED ☐ UNMARRIED DATE OF MARRIAGE/DIVORCE: _____

PARTY 1			
RESIDENCES FOR LAST 10 YEARS			
ADDRESS _____	CITY _____	STATE _____	FROM (DATE) TO (DATE) _____
ADDRESS _____	CITY _____	STATE _____	FROM (DATE) TO (DATE) _____
ADDRESS _____	CITY _____	STATE _____	FROM (DATE) TO (DATE) _____
OCCUPATIONS FOR LAST 10 YEARS			
OCCUPATION _____	FIRM NAME _____	ADDRESS _____	NUMBER OF YEARS _____
OCCUPATION _____	FIRM NAME _____	ADDRESS _____	NUMBER OF YEARS _____
PARTY 2			
RESIDENCES FOR LAST 10 YEARS			
ADDRESS _____	CITY _____	STATE _____	FROM (DATE) TO (DATE) _____
ADDRESS _____	CITY _____	STATE _____	FROM (DATE) TO (DATE) _____
ADDRESS _____	CITY _____	STATE _____	FROM (DATE) TO (DATE) _____
OCCUPATIONS FOR LAST 10 YEARS			
OCCUPATION _____	FIRM NAME _____	ADDRESS _____	NUMBER OF YEARS _____
OCCUPATION _____	FIRM NAME _____	ADDRESS _____	NUMBER OF YEARS _____

THE UNDERSIGNED DECLARE, UNDER PENALTY OF PERJURY, THAT THE FOREGOING IS TRUE AND CORRECT.

EXECUTED ON _____ (DATE), **AT** _____ (CITY).

BY _____
 HOME TELEPHONE: _____
 BUSINESS TELEPHONE _____
 EMAIL _____

BY _____
 HOME TELEPHONE _____
 BUSINESS TELEPHONE _____
 EMAIL _____



**Disclosure to Consumer of Available Discounts
Pursuant to California Code of Regulations Section 2355.3**

In compliance with Section 2355.3 of the California Code of Regulations, if the current transaction involves an improved, one-to-four family, residential dwelling, the proposed insured may be entitled to certain cost reductions and/or discounts in their title insurance premiums and/or settlement service charges, pursuant to the programs listed below, and as further described in the Company's current Schedule of Rates and Rules for the State of California, currently on file with the California Department of Insurance. The reductions and/or discounts available are:

Group Title Discount Program	Disaster Loan
Investor Rates	Refinance Lender Special Rates 1, 2, 3
Combined Title and Escrow Services	Limited Escrow Rates
First Time Buyer(s)	Home Equity Escrow Rate
Senior Citizen Rate	Consumer Direct Rates
U.S. Military Rate	

Application of the Reductions and/or Discounts listed above shall be governed by the rules and requirements set forth in the Schedule of Rates and Rules on file in the office of the California Insurance Commissioner. Multiple programs may or may not be applied. Pursuant to the above referenced California Code of Regulations Section, neither provision nor acceptance of this form shall constitute a waiver of the consumer's right to be charged the filed rate.

With the receipt of the Preliminary Report to which this Disclosure Form is attached, the proposed insured acknowledges that they have been notified that they may be entitled to certain cost reductions and/or discounts, as listed above and as more particularly described in the Company's Schedule of Rates and Rules, currently on file in the office of the Insurance Commissioner of the State of California.

Revised 8.1.23



Williston Financial Group Privacy Notice

Williston Financial Group LLC, WFG National Title Insurance Company, and each of the affiliates listed below (collectively “WFG” or the “WFG Family”) believe it is important to protect your privacy and confidences. We recognize and respect the privacy expectations of our customers. We believe that making you aware of how we collect information about you, how we use that information, and with whom we share that information will form the basis for a relationship of trust between us. This Privacy Notice provides that explanation. We reserve the right to change this Privacy Notice from time to time.

WFG’s primary business is providing appraisal, title insurance, and escrow services for the sale or refinance of real property. This can be a complicated process involving multiple parties, many of whom have been selected by our customers, each filling a specialized role. In part, you have hired WFG to coordinate and smooth the passage of the information necessary for an efficient settlement or closing.

In the course of this process, WFG collects a significant amount of personal and identifying information about the parties to a transaction, including sensitive items that include but are not limited to: your contact information, including email addresses, Social Security numbers, driver’s license, and other identification numbers and information; financial, bank and insurance information; information about past and proposed mortgages and loans; information about properties you currently or previously owned; your mortgage application package; and the cookie, IP address, and other information captured automatically by computer systems.

Much of this information is gathered from searches of public land, tax, court and credit records to make certain that any liens, challenges or title defects are addressed properly. Some of the information that is collected is provided by you or the computer systems you use. We also may receive information from real estate brokers and agents, mortgage brokers and lenders, and others working to facilitate your transaction, as well as information from public, private or governmental databases including credit bureaus, ‘no-fly’ lists, and terrorist ‘watch lists’.

What Information is Shared?

WFG DOES NOT SELL any of your information to non-affiliated companies for marketing or any other purpose.

However, some of the same information does get shared with persons inside and outside the WFG Family in order to facilitate and complete your transaction.

For example:

- Information, draft documents, and closing costs will pass back and forth between WFG and your mortgage broker and lender to facilitate your transaction.
- Information, including purchase agreements and amendments, will pass back and forth between WFG and the real estate agents and brokers, the mortgage brokers and lenders, the lawyers and accountants, and others involved in facilitating the transaction.
- WFG may order property searches and examinations from title searchers, abstractors and title plants.
- WFG may use third parties to obtain tax information, lien information, payoff information, and condominium or homeowners’ association information.
- Third parties may be engaged to prepare documents in connection with your transaction.
- Surveys, appraisals, and inspections may be ordered.
- Within the WFG Family of companies, we may divide up the work to handle each closing in the most efficient manner possible and to meet specific legal and licensing requirements. Certain parts of your closing (for example a search or disbursement) may be handled by another division or company within the WFG Family.

- When it is time for signatures, your complete closing package may be sent to a notary, remote online notary, or notary service company who will arrange to meet with you to sign documents. The notary will, in turn, send signed copies back to us along with copies of your driver's license or other identity documents, usually by mail, UPS, Federal Express or another courier service.
- Your deed, mortgage and other documents required to perfect title will be recorded with the local recorder of deeds.
- In some cases, we use an outside service to coordinate the recording or electronic-recording of those instruments, and they will receive copies of your deeds, mortgages and other recordable documents to process, scan and send on to the recording office.
- Information within your title policy may be shared with WFG National Title Insurance Company title policy issuing agents to facilitate future financial transactions involving your property.
- Various government agencies get involved. The law requires us to provide certain information to the IRS, the U.S. Department of the Treasury, local and state tax authorities, and other regulatory and governmental agencies.
- **WFG title policy issuing agents only:** personal information provided by you may be shared with a third party for the purposes of facilitating training to obtain CE/CLE credits.

You have a choice in the selection of a mortgage broker, lender, real estate broker or agent and others that make up your 'transaction team.' Information flows to and from the members of the transaction team you have selected to facilitate an efficient transaction for you.

When WFG selects and engages a third party provider, we limit the scope of the information shared with that third party to the information reasonably necessary for that service provider to provide the requested services. With most, we have entered into agreements in which they expressly commit to maintain a WFG customer's information in strict confidence and use the information only for purposes of providing the requested services, clearing title, preventing fraud and addressing claims under our title insurance policies.

How does WFG use your Information?

We may use your personal information in a variety of ways, including but not limited to:

- Provide the products, services and title insurance you have requested, and to close and facilitate your transaction.
- Provide and use historic transaction information to facilitate future financial transactions.
- Coordinate and manage the appraisal process.
- Handle a claim or provide other services relating to your title insurance policies.
- Create, manage, and maintain your account.
- Operate and improve WFG's applications and websites, including WFG MyHome®, WFG's secure communication and transaction portal. Your information is used for access management, payment processing, site administration, internal operations, troubleshooting, data analysis, testing, research, and for statistical purposes.
- Respond to your requests, feedback or inquiries.
- Comply with laws, regulations, and other legal requirements.
- Comply with relevant industry standards and our policies, including managing WFG's risk profile through reinsurance.
- Protect and enforce your rights and the rights of other users against unlawful activity, including identity theft and fraud.
- Protect and enforce our collective rights arising under any agreements entered into between WFG and you or any other third party.
- Protect the integrity and maintain security of our applications, websites, and products.
- Operate, evaluate, and improve our business.
- Provide you with information about products, services, and promotions from WFG or third parties that may interest you.
- **WFG title policy issuing agents only:** Provide you with a training platform to obtain CE/CLE credits

How Do We Store and Protect Your Personal Information?

Although no system can guarantee the complete security of your personal information, we will use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information and our systems and sites from malicious intrusions or hacking.

How Long Do We Keep Your Personal Information?

We keep your personal information for as long as necessary to comply with the purpose for which it was collected, our business needs, and our legal and regulatory obligations. We may store some personal information indefinitely. If we dispose of your personal information, we will do so in a way that is secure and appropriate to the nature of the information subject to disposal.

Computer Information

When you access a WFG website, or communicate with us by e-mail, we may automatically collect and store more information than you are expressly providing when you fill out a survey or send an email. This may include:

- Your IP Address.
- Your email address, your alias and, social media handles.
- The type of browser and operating system you use.
- The time of your visit.
- The pages of our site you visit.
- Cookies.

In order to provide you with customized service, we make use of Web browser cookies. Cookies are files that help us identify your computer and personalize your online experience. You may disable cookies on your computer, but you may not be able to download online documents or access certain websites unless cookies are enabled.

The technical information we collect is used for administrative and technical purposes and to prevent fraud and provide identity verification. For instance, we may use it to count the number of visitors to our website and determine the most popular pages. We may also use it to review types of technology you are using, determine which link brought you to our website, assess how our advertisements on other websites are working, help with maintenance, and improve our customers' experience.

We may compare information gathered on previous visits to verify that we are interacting with the same parties and not a potential imposter.

If we ask you to fill out any forms or surveys, we will use the information we receive only for the specific purposes indicated in those forms or surveys.

The information you and your transaction team send us in emails or attached to an email, or provide through any of our online tools, is used for purposes of providing title, escrow and appraisal management services and used for the purposes described above.

In addition to the above, if you use an eClosing platform to sign your real estate transaction additional information may be collected. This may include:

- Your IP address.
- Your location.
- Your email address and your alias.
- The type of browser and operating system you use.
- The time of your visit.
- Your biometrics.
- Your image.
- Video recording of your transaction signing.
- Transaction metadata.
- Cookies.

Links to Third Party Sites

Our Applications and Websites may contain links to third-party websites and services. Please note that these links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly suggest you review. This Privacy Notice applies to WFG's applications and websites only.

Do Not Track

Because there is not an industry-standard process or defined criteria to permit a user to opt-out of tracking their online activities ("Do Not Track"), our websites do not currently change the way they operate based upon detection of a Do Not Track or similar signal. Likewise, we cannot assure that third parties are not able to collect information about your online activities on WFG websites or applications.

Social Media Integration

Our applications, websites, and products contain links to and from social media platforms. You may choose to connect to us through a social media platform, such as Facebook, Twitter, Google, etc. When you do, we may collect from the social media platform additional information from or about you, such as your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts. The social media platforms may also collect information from you.

When you click on a social plug-in, such as Facebook's "Like" button, Twitter's "tweet" button, or the Google+, that particular social network's plug-in will be activated and your browser will directly connect to that provider's servers. Your action in clicking on the social plug-in causes information to be passed to the social media platform.

We do not have control over the collection, use and sharing practices of social media platforms. We therefore encourage you to review their usage and disclosure policies and practices, including their data security practices, before using social media platforms.

How Can You "Opt-Out?"

We do not sell your information; therefore there is no need to opt-out of such reselling. Under various laws, you can opt-out of the sharing of your information for more narrow purposes. For additional detail, consult the Links under the "Legal" Notices attached below.

The "Legal" Notices

To comply with various federal and state laws, we are required to provide more complete legal notices and disclosures – see links below. The state-specific statutes referenced therein may also give residents of those states additional rights and remedies.

Privacy Notice for California Residents - <https://national.wfgnationaltitle.com/privacy-notice-california>

Privacy Notice for Oregon Residents - <https://national.wfgnationaltitle.com/privacy-notice-oregon>

How to Contact Us

If you have any questions about WFG's privacy notice or how we protect your information, please contact WFG:

- By email: Consumerprivacy@willistonfinancial.com
- By telephone: 833-451-5718
- By fax: 503-974-9596
- By mail: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223

WFG FAMILY

WILLISTON FINANCIAL GROUP LLC
WFG NATIONAL TITLE INSURANCE COMPANY
WFG LENDER SERVICES, LLC

WFGLS TITLE AGENCY OF UTAH, LLC
WFG NATIONAL TITLE COMPANY OF WASHINGTON, LLC
WFG NATIONAL TITLE COMPANY OF CALIFORNIA

WFG NATIONAL TITLE COMPANY OF TEXAS, LLC D/B/A WFG NATIONAL TITLE COMPANY
UNIVERSAL TITLE PARTNERS, LLC
VALUTRUST SOLUTIONS, LLC

MYHOME, A WILLISTON FINANCIAL GROUP COMPANY, LLC (formerly known as WILLISTON ENTERPRISE
SOLUTIONS & TECHNOLOGY, LLC)

WFG NATIONAL TITLE COMPANY OF CLARK COUNTY, WA, LLC, D/B/A WFG NATIONAL TITLE

Rev 12.20.2022

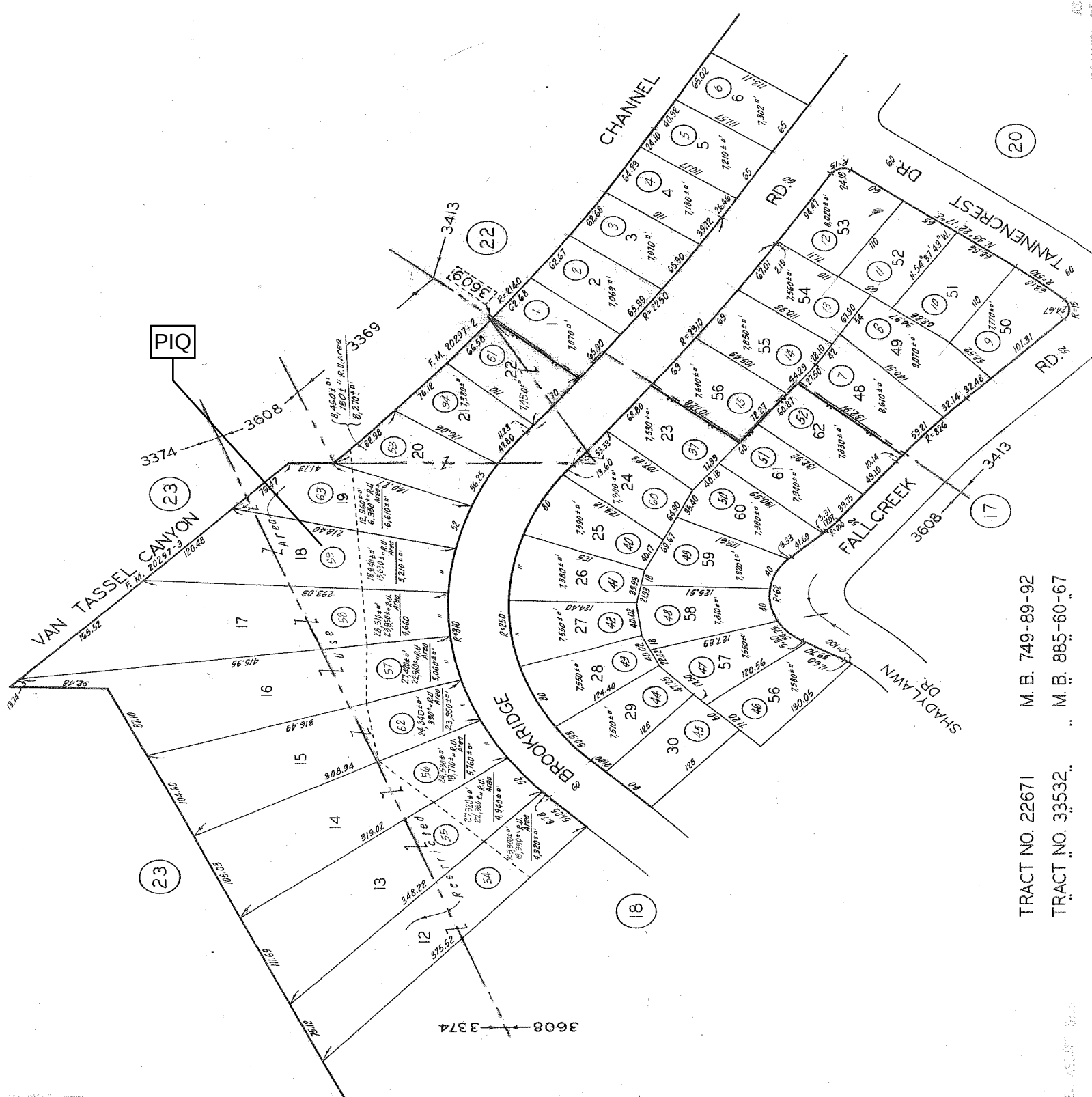
FACTS	WHAT DOES WILLISTON FINANCIAL GROUP DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and other government identification information • Your name, address, phone, and email • Information about the property, any liens and restrictions • Financial Information including credit history and other debt • Financial account information, including wire transfer instructions.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Williston Financial Group chooses to share; and whether you can limit this sharing.

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

To limit our sharing	<ul style="list-style-type: none"> • Call 833-451-5718—our menu will prompt you through your choice(s) • Visit us online: http://bit.ly/WFGsConsumerPrivacyInformationRequestPage or e-mailing us at consumerprivacy@willistonfinancial.com • Mail the form below <p>Please note:</p> <p>If you are a new customer, we can begin sharing your information from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
Questions?	Call 833-451-5718 or Email consumerprivacy@willistonfinancial.com

Mail-In Form		
If you have a joint policy, your choices will apply to everyone on your account.	Mark any/all you want to limit:	
	☐ Do not share information about my creditworthiness with your affiliates for their everyday business purposes.	
	☐ Do not allow your affiliates to use my personal information to market to me.	
	☐ Do not share my personal information with nonaffiliates to market their products and services to me.	
	Name	
Address		
City, State, Zip		
File Number		

Who we are	
Who is providing this notice	Williston Financial Group, LLC and its affiliates and subsidiaries as listed below:
What we do	
How does Williston Financial Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We limit access to your information to employees that need to use the information to process or protect transaction. We take industry standard (IPSEC) measures to protect against malicious intrusions or hacking
How does Williston Financial Group collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance • Engage us to provide appraisal, title and escrow services • Give us your contact information • Provide your mortgage information • Show your driver's license <p>We also collect your personal information from others, such as real estate agents and brokers, mortgage brokers, lenders, credit bureaus, affiliates, and others</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your policy.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Our affiliates include companies with a common corporate identity, including those listed below.</p>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Nonaffiliates we share with can include real estate agents and brokers, mortgage brokers, lenders, appraisers, abstractors and title searchers and others as appropriate to facilitate your transaction.</p>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p>Williston Financial Group does not jointly market.</p>
Other important information	
<p>As a resident or citizen of certain states, we may have to provide additional state specific privacy notices and you may have rights other than as set forth above. The links below will provide state specific information:</p> <p>Privacy Notice for California Residents - https://national.wfgnationaltitle.com/privacy-notice-california</p> <p>Privacy Notice for Oregon Residents - https://national.wfgnationaltitle.com/privacy-notice-oregon</p>	



TRACT NO. 22671 M.B. 749-89-92
 TRACT NO. 33532 M.B. 885-60-67