

6889 Rochelle Ave

Newark, ca 94560

Last updated: 12/18/2017, 9:12:15 AM



Listed By



Timothy Crofton

adnan@timothycrofton.com

510-657-6000

43213 Mission Blvd

Fremont CA 94539

<http://timothycrofton.com/>

01168239

Instructions

***Please Sign the Disclosures Acknowledgment form with the offer.**

***Some curtains & rods or staging item not included in the sale.**

***offer due is on Thursday 10 AM.Offers Highest and Best.**

offer due is on Thursday 10 AM.Offers Highest and Best.

Documents

1. Roof Inspection	8 Pages
2. Home Inspection	27 Pages
3. Termite Inspection	9 Pages
4. JCP	49 Pages
5. Homeowner's Guide to Earthquake Safety and Environmental Hazards Guide	134 Pages
6. NHD Signature page	3 Pages
7. Seller disclosures	39 Pages
8. SFD2017-0417 (permit)	1 Page



Signatures

Buyers and Buyer Agents acknowledge receipt of all documents:

Buyer  DocuSigned by:
Chenlin Ye
FD4EE58B4C05434...

Date 12/21/2017

Buyer  DocuSigned by:
Xin Wen
FD4EE58B4C05434...

Date 12/21/2017

Buyer Agent Date

Buyer Agent  DocuSigned by:
Likong Zhong
042E2C5BFFC4495...

Date 12/20/2017



Dear HomeGuard Customer,

Thank You for choosing HomeGuard Incorporated to inspect your home. Enclosed is your inspection report, which includes our findings, recommendations, and repair prices. Please review the enclosed report and repair proposals and feel free to call me with any comments or questions.

Sincerely Yours,

A handwritten signature in black ink that appears to read "Curtis Reese".

Curtis Reese
Vice President
General Manager

Schedule your repairs today...



We get the work done
when you need it!

We will expedite all
required paperwork!

HomeGuard stands
behind its repairs!

Contact the HomeGuard Repair Team at 855-331-1900 or
email us HGRepairs@HomeGuard.com



Roof Inspection Report



6889 Rochelle Avenue, Newark

DocuSigned by:
Chenlin Ye
FD4EE58B4C05434...

DocuSigned by:
Xin Wen
FD4EE58B4C05434...

12/21/2017

Ordered by: Timothy Crofton
Timothy Crofton Real Estate
43213 Mission Blvd
Fremont, CA 94539

Inspected by:
December 15, 2017

Andrew Goddard

SCOPE OF THE INSPECTION:

The roof of the dwelling at the above property has been inspected by a qualified inspector employed by HomeGuard Incorporated. The professional opinion of the inspector contained in this report is solely an opinion and does not constitute a warranty or guarantee. The inspector has inspected all exterior roof components and documented in general terms the type of roof, its intended life and overall condition at the time of this inspection. Where accessible, HomeGuard Incorporated has noted all conditions that may compromise any inspected roof component's ability to shed water and/or realize its intended life. Verification of actual roof performance and/or troubleshooting of existing conditions, such as water testing, are NOT included in the scope of our inspection unless specifically requested and mentioned in our report. This inspection should not be considered a guarantee of actual roof performance, as performance is contingent upon the condition of internal system components not accessible to our inspector. This roof was not inspected for conformance to local building codes. The inspector has not inspected the attic area nor did the inspector perform a visual interior inspection looking for past or present roof performance issues. All present and prior disclosures along with other inspection reports should be reviewed and addressed prior to the close of escrow.

GENERAL DESCRIPTION:

Unless specifically mentioned in this report, the following are NOT included in this report: decks, balconies, detached structures, patio covers, out buildings, sheds and bonus rooms. The roof is a asphalt composition shingle, charcoal in color and is the 1st layer. The pitch of the roof appears to be 4:12. The estimated remaining serviceable life of the roof is 20 years. The overall condition of the roof is good.

FINDINGS:

1. We noted missing and/or broken gas vent covers. (See Photo 1)

RECOMMENDATION:

Repair and/or replace all defective hood covers; where needed to ensure a water-tight condition.

2. The TV antenna boot and/or guy wire hardware penetrations must be sealed to prevent leakage. (See Photo 2)

RECOMMENDATION:

Seal the TV antenna boot and guy wire hardware penetrations.

3. There are exposed fasteners in the field that may leak if not sealed. (See Photo 3) (See Photo 4) (See Photo 5)

RECOMMENDATION:

Seal any exposed fasteners in the field.

4. Over view of the roof: (See Photo 6)

SUMMARY:

Finding numbers 1, 2 and 3 listed above must be corrected to ensure a watertight condition. The cost to repair these items is \$250.00. This bid is for the conditions listed, which existed on the date of our inspection. If any contractor performs repairs on the eave, rafters or fascia or if work is performed on the structure which causes damage to the roof covering a supplemental bid will be issued upon request.

Report Photographs

The photographs in this report do not necessarily illustrate all of the damage in any particular finding. Also, not all problem areas will be supported by photographs. Please contact HomeGuard if you have any questions.



Photo 1



Photo 2



Photo 3



Photo 4

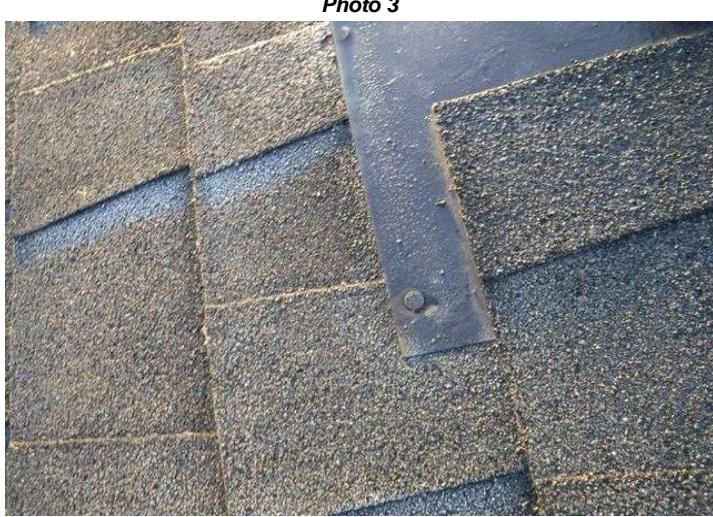


Photo 5



Photo 6

AUTHORIZATION AGREEMENT

6889 Rochelle Avenue, Newark

To schedule work, email or fax this signed Authorization Agreement, or call directly:

email: hgrepairs@homeguard.com

Fax: (925) 294-1818

Direct: (855) 331-1900

HomeGuard Incorporated is authorized to proceed with the work outlined in the recommendations of the roof report no. 435625 for the property located at 6889 Rochelle Avenue, Newark. The amount due will be payable upon completion of work. It is understood that the contract price does not include the charge of the inspection report or re-inspection fees. Inspection number 435625 is attached hereto and incorporated herein:

HOMEGUARD INCORPORATED AGREES:

1. To perform all repairs in a workmanlike manner. We assume no responsibility for work performed by others.
2. To be bound to perform this work for the price quoted above for a period of 30 days.
3. To use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities or to any shrubs or other life.

OWNER OR OWNER'S AGENT AGREE:

1. To pay for services rendered including any additional services requested, upon completion of work.
2. To pay a service charge of 1.5 percent per month or portion of any month beyond 30 days after completion.
3. To grant HomeGuard Incorporated a security interest in the above described real property to secure payment of the sum for work and/or inspection(s) completed.
4. Not to hold HomeGuard Incorporated responsible for any acts of God.

BOTH PARTIES AGREE:

1. If additional damage is discovered by HomeGuard Incorporated during the performance of work, the company agrees to notify the owner or owner's agent of the amount of the damage and the cost to perform the additional work. This work will be performed upon written authorization.
2. If any additional work is deemed necessary by the local building inspector, said work will not be performed without additional authorization from the owner or owner's agent.

NOTICE TO OWNER - LICENSING

"Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826."

"State law requires anyone who contracts to do construction work to be licensed by the Contractors State License Board in the license category in which the contractor is going to be working—if the total price of the job is \$500 or more (including labor and materials)."

"Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license, the Contractors State License Board may be unable to assist you with a complaint. Your only remedy against an unlicensed contractor may be in civil court, and you may be liable for damages arising out of any injuries to the contractor or his or her employees."

"You may contact the Contractors State License Board to find out if this contractor has a valid license. The Board has complete information on the history of licensed contractors, including any possible suspensions, revocations, judgments, and citations. The Board has offices throughout California. Please check the government pages of the White Pages for the office nearest you or call 1-800-321-CSLB for more information."

NOTICE TO OWNER - MECHANICS LIEN

"Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid. To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project."

AUTHORIZATION AGREEMENT

6889 Rochelle Avenue, Newark

To schedule work, email or fax this signed Authorization Agreement, or call directly:

email: hgrepairs@homeguard.com Fax: (925) 294-1818 Direct: (855) 331-1900

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

(1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.

(2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.

(3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.

(4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete. To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property."

NOTICE TO OWNER - LEAK-FREE WARRANTY

HomeGuard warrants roof components, designed as such, to be free of readily apparent defects. If leakage should occur due to a readily apparent defect, HomeGuard will repair the covered roof components at no charge within thirty (30) days of notification. The exceptions and exclusions from the terms of this warranty are as follows:

1. HomeGuard Incorporated is not responsible for any interior or exterior damage caused by any leak that may develop.
2. HomeGuard Incorporated is not responsible for removal of standing water after roof work has been completed.
3. HomeGuard Incorporated is not responsible for leaks caused by vandalism, work performed by others, or acts of God.
4. HomeGuard Incorporated is not responsible for leaks caused by accumulated debris on the roof.
5. HomeGuard Incorporated is not responsible for leaks in gutter systems, sidewalls or roof area under solar systems unless specifically warranted in the repair contract.
6. HomeGuard Incorporated is not responsible for leaks that are the result of inadequate protection caused by the original manufacturer's specifications.

At no time does HomeGuard Inc. warrant the performance and/or condition of the following: proprietary roofing systems, metal/metallic roofing systems, deck coatings, corrugated roof covers, patio covers, patio decks, internal roof components, tar and gravel roofs, exterior structural components, or roof slopes under 2:12.

Claims under this warranty must be reported to HomeGuard Incorporated within three (3) days of the discovery of the leak.

AUTHORIZATION AGREEMENT

6889 Rochelle Avenue, Newark

To schedule work, email or fax this signed Authorization Agreement, or call directly:

email: hgrepairs@homeguard.com Fax: (925) 294-1818 Direct: (855) 331-1900

The minimum service charge for any work is \$250. HomeGuard Incorporated will certify the roof to be leak-free for a period of 1 year after the corrective repairs noted below have been performed by HomeGuard.

Corrective items:

\$250.00

Items 1, 2, 3

BINDING ARBITRATION PROVISION

Any controversy or claim arising out of or relating to the inspection performed by HomeGuard Incorporated shall be settled by final and binding arbitration filed by the aggrieved party with and administered by the American Arbitration Association (hereafter referred to as "AAA") in accordance with its Construction Arbitration Rules in effect at the time the claim is filed. The Rules, information and forms of the AAA may be obtained and all claims shall be filed at any office of the AAA or at Corporate Headquarters, 335 Madison Avenue, Floor 10, New York, New York 10017-4605. Telephone: 212-716-5800, Fax: 212-716-5905, Website: <http://www.adr.org/>. The arbitration of all disputes shall be decided by a neutral arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. Any such arbitration will be conducted in the city nearest to the property that was inspected by HomeGuard Incorporated having an AAA regional office. Each party shall bear its own costs and expenses and an equal share of the administrative and arbitrators' fees of arbitration. This arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY AND ALL DISPUTES DECIDED THROUGH ARBITRATION. BY SIGNING THIS AGREEMENT, THE PARTIES ARE GIVING UP ANY RIGHT THEY MIGHT HAVE TO SUE EACH OTHER.

OWNER OR OWNERS AGENT **DATE** **BY:** _____, **HomeGuard Incorporated**

X _____ **ESCROW OFFICER:** _____

Print Name _____ **ESCROW PHONE NO:** _____

X _____ **ESCROW CO/NO:** _____

Print Name _____

Name of person providing access _____ Phone Number _____

PLEASE BE SURE TO SIGN AND SEND ALL PAGES



Invoice Date: **12/15/2017**

Invoice No: **LIV541362R**

Invoice

Bill To:

**Timothy Crofton
Timothy Crofton Real Estate
43213 Mission Blvd
Fremont, CA 94539**

Property Information:

Address: **6889 Rochelle Avenue
Newark CA, 94560**

Report No. **435625**

Escrow No.

Billing Information:

Inspection:	12/15/2017 Complete	\$85.00
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Notice of Completion:	\$0.00
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Other:	\$0.00
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Total Due:	\$85.00
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DUE UPON RECEIPT - Please remit to: 510 Madera Ave., San Jose, CA 95112

There is a \$25 fee for all returned checks.



Home Inspection Report



6889 Rochelle Avenue, Newark

DocuSigned by:
 Chenlin Ye
FD4EE58B4C05434...

DocuSigned by:
 Xin Wen
FD4EE58B4C05434...

12/21/2017

Ordered by: Timothy Crofton
Timothy Crofton Real Estate
43213 Mission Blvd
Fremont, CA 94539

Inspected by: Tyler Mathson
December 14, 2017

Table of Contents

Report Overview	3
Structure	9
Roofing	10
Exterior	11
Electrical	13
Heating System	15
Cooling/Heat Pump System	16
Insulation/Ventilation	17
Plumbing	18
Interior	20
Photographs	22
Maintenance Advice	25

Report Overview

A GENERAL DESCRIPTION OF THE STRUCTURE

This is an average quality one story single family residence. Approximately 55 years old. Ongoing maintenance is required and improvements to the systems of the home will be needed over time. The improvements that are recommended in this report are not considered unusual for a home of this age and location. Please remember that there is no such thing as a perfect home.

WEATHER CONDITIONS

Dry weather conditions prevailed at the time of the inspection.

! - IMMEDIATE RECOMMENDED IMPROVEMENTS

The following is a synopsis of the potentially significant improvements that should be budgeted for over the short term. Other significant improvements, outside the scope of this inspection, may also be necessary. Please refer to the body of this report for further details on these and other recommendations. No relative importance should be placed on the photographs provided in this report. The photographs in this report do not necessarily illustrate all of the damage in any particular finding. Also, not all problem areas will be supported by photographs. If more than one photograph is available for a particular item, additional photographs can be found at the end of the report in the section entitled 'Photographs'. Please contact HomeGuard if you have any questions.

Structure

1. The wood members under the hall bathroom show evidence of water damage. We recommend the services of a licensed structural pest control operator for investigation of this condition. (See Photo 17)



Photo 17

Roofing

2. There is a large crack at the back of the chimney. This condition may indicate movement of the chimney. It is impossible to determine the rate of movement during a one time visit to the property. We recommend the advise of a licensed masonry contractor. (See Photo 1)



Photo 1

3. Leaks were noted in the downspouts and/or gutters at various areas. During wet weather conditions these areas are more obvious and during dry weather conditions they are noted from the stains at the areas where the leaks have occurred. We recommend all leaks be repaired. (See Illustration 4B) (See Photo 4)



Photo 4

Roofing

4. All missing roof plumbing or appliance vent caps should be replaced. (See Photo 2)



Photo 2

Exterior

5. The door between the garage and the house did not have an automatic closing mechanism. The door between the garage and the interior of the house should be fitted with an automatic closing mechanism. This will reduce the potential of toxic automobile gases entering the house and serves as a fire break. (See Illustration 6B) (See Photo 13)

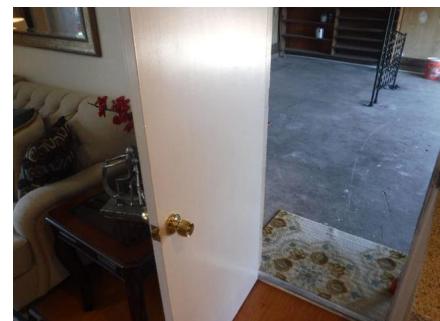


Photo 13

6. The cracked and heaved section of the rear walkway presents a trip hazard. This condition should be corrected for improved safety. (See Photo 11)



Photo 11

7. The wood fencing at various areas of the property is in need of repairs. (See Photo 5)



Photo 5

8. Water damage was observed to the roof eaves/sheathing at various areas. We recommend the services of a licensed general contractor and/or structural pest control company. (See Photo 6)



Photo 6

Exterior

9. Water damage was observed to the rafters at various areas. We recommend the services of a licensed general contractor and/or structural pest control company. (See Photo 9)



Photo 9

10. Water damage was observed to the fascia at various areas. We recommend the services of a licensed general contractor and/or structural pest control company. (See Photo 3)



Photo 3

11. Water damage was observed to the exterior trim at various areas. We recommend the services of a licensed general contractor and/or structural pest control company. (See Photo 7)



Photo 7

12. The fence is in satisfactory condition, however one or more of the fence posts are loose at various areas. We recommend all loose, damaged or deteriorated post be reinforced or replaced as necessary. (See Photo 8)



Photo 8

13. The exterior door at the rear has missing hardware. We recommend that hinges, knobs, latches and strike plates be adjusted or replaced to restore full operation. (See Photo 10)



Photo 10

Electrical

14. Exposed electrical connections or open junction boxes at the attic should be corrected. All electrical connections should be made inside approved junction boxes fitted with proper cover plates. (See Photo 12)



Photo 12

Plumbing

15. The master bathroom sink faucet is leaking. We recommend all leaks be repaired. (See Photo 15)



Photo 15

16. The hall bathroom sink drain is leaking. We recommend all leaks be repaired. (See Photo 14)



Photo 14

17. The master bathroom shower/sink faucet hot and cold water controls are reversed. Reversed hot and cold water can result in hot water burns. We recommend that this condition be corrected. (See Illustration 1C) (See Photo 15)



Photo 15

18. The shower head in the master bathroom leaks. We recommend all leaks be repaired. (See Photo 16)



Photo 16

Interior

19. One or more interior door knobs, latches or hinge hardware is missing. We recommend all missing hardware be replaced to restore full operation. (See Photo 18)



Photo 18

The Scope of the Inspection

All components designated for inspection in the ASHI standards of practice are inspected, except as may be noted in the "Limitations" section within the report. This inspection will not disclose compliance with regulatory requirements (codes, regulation laws, ordinances, etc.)

This inspection is visual only. Only a representative sample of the building and system components was viewed. No destructive testing or dismantling of building components was performed. The strength, adequacy, effectiveness, or efficiency of any system or components was not determined. Not all recommended improvements will be identified in this inspection. Unexpected repairs should still be anticipated. This inspection should not be considered a guarantee or warranty of any kind. The purpose of our inspection is to provide a general overview of the structure reflecting the conditions present at the time of this inspection. The inspection is performed by visual means only, reflecting only the opinions of the inspector. Nothing in the report, and no opinion of the inspector, should be construed as advice to purchase, or to not purchase, the property. It is the goal of this inspection to put the buyer in a better position to make a buying decision

Our inspection does not address, and is not intended to address, the possible presence of hazardous plants or animals or danger from known and unknown environmental pollutants such as, but not limited to, asbestos, mold, radon gas, lead, urea formaldehyde, underground storage tanks, soil contamination and other indoor and outdoor substances, water contamination, toxic or flammable chemicals, water or airborne related illness or disease, and all other similar or potentially harmful substances and conditions. This property was not inspected for the presence or absence of health related molds or fungi. We are neither qualified, authorized nor licensed to inspect for health related molds or fungi. If you desire information about the presence or absence health related molds, you should contact the appropriate specialist. Be aware that many materials used in building construction may potentially contain hazardous substances. Furthermore, other environmental concerns may exist elsewhere. An environmental specialist should be contacted if additional information is desired about these issues.

PLEASE NOTE: Important disclosure information and other inspection reports may exist. All present and prior disclosures along with other inspection reports should be reviewed and any adverse conditions and/or concerns that may not be mentioned in our report should be addressed prior to the close of escrow. Furthermore, there may be conditions known by the seller that have not been disclosed to us.

Pictures are provided to assist in clarifying some of the findings made in the report. No relative importance should be placed on these pictures. There are likely to be significant comments that do not have pictures associated with them. Please read the report thoroughly.

Sections of this building appear to have been remodeled. We recommend consultation with the owner or local municipality to determine whether the necessary permits were obtained, inspections performed and final signatures received.

BINDING ARBITRATION PROVISION

Any controversy or claim arising out of or relating to the inspection performed by HomeGuard Incorporated shall be settled by final and binding arbitration filed by the aggrieved party with and administered by the American Arbitration Association (hereafter referred to as "AAA") in accordance with its Construction Arbitration Rules in effect at the time the claim is filed. The Rules, information and forms of the AAA may be obtained and all claims shall be filed at any office of the AAA or at Corporate Headquarters, 335 Madison Avenue, Floor 10, New York, New York 10017-4605. Telephone: 212-716-5800, Fax: 212-716-5905, Website: <http://www.adr.org/>. The arbitration of all disputes shall be decided by a neutral arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. Any such arbitration will be conducted in the city nearest to the property that was inspected by HomeGuard Incorporated having an AAA regional office. Each party shall bear its own costs and expenses and an equal share of the administrative and arbitrators' fees of arbitration. This arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY AND ALL DISPUTES DECIDED THROUGH ARBITRATION. BY SIGNING THIS AGREEMENT, THE PARTIES ARE GIVING UP ANY RIGHT THEY MIGHT HAVE TO SUE EACH OTHER.

Structure

ITEM DESCRIPTIONS:

Wall/Foundation Structure	• Wood Frame
Attic Access Location	• Garage • Attic Method Of Inspection: From the Access
Ceiling Structure	• Joist
Roof Structure	• Rafters
Roof Sheathing	• Plywood or Orientated Strand Board • Spaced Plank
Crawl Space Access	• Closet
Foundation	• Poured Concrete • Slab on grade
Floor Structure	• Wood Joist • Trusses • Wood Columns • Wood Floor Beams • Plywood or Orientated Strand Board

COMMENTS:

The sill appeared to be adequately secured (anchor bolts or straps) to the foundation, unless noted otherwise.

RECOMMENDATIONS/OBSERVATIONS - "!" indicates an immediate improvement recommendation item.

- ! 1. The wood members under the hall bathroom show evidence of water damage. We recommend the services of a licensed structural pest control operator for investigation of this condition. (See Photo 17)
- 2. There is a condition known as efflorescence on portions of the foundation walls. This fuzzy material is a salt deposit left when moisture in the foundation evaporates on the inside of the foundation. This indicates an occasional surplus of moisture on the outside of the foundation. Steps could be taken to improve the exterior drainage (See "Roofing" section downspout locations for additional comments/recommendations in regard to this condition).
- 3. Minor cracks were observed in the foundation walls of the house. This type of cracking usually occurs during the curing process of the foundation as is typical of most houses. If further information is desired in regards to these cracks, the appropriate trades should be engaged.
- 4. The garage floor slab has typical cracks. This is usually the result of shrinkage and/or settling of the slab. No further recommendations are given.
- 5. The soil in this area is considered "expansive" because it expands and contracts with the variations of the moisture content. This may, in turn, cause movement in the support structure. This movement may cause cosmetic cracking, sticking doors, etc. Maintaining moisture content is very important along with good site drainage, effective landscaping and landscape watering is equally important. This will keep the soil from expanding or shrinking excessively. If desired, information regarding expansive soils could be obtained from a soils engineer.

LIMITATIONS:

This is a visual inspection to the accessible areas only. Assessing the structural integrity of a building is beyond the scope of a typical inspection. A certified professional engineer is recommended where there are structural concerns about the building.

- Structural components concealed behind finished surfaces could not be inspected.
- Only a representative sampling of visible structural components was inspected.
- Furniture and/or storage restricted access to some of the structural components.
- Insulation within the roof attic cavity obstructed a view of structural members.

Roofing

ITEM DESCRIPTIONS:

Roof	• Composition shingle • Method of inspection: From The Roof.
Chimney	• Masonry • Lined • Method of inspection: From The Roof.
Gutters and Downspouts	• Metal • Installation Of Gutters/Downspouts: Full • Downspouts Discharge Location: Above Grade

COMMENTS:

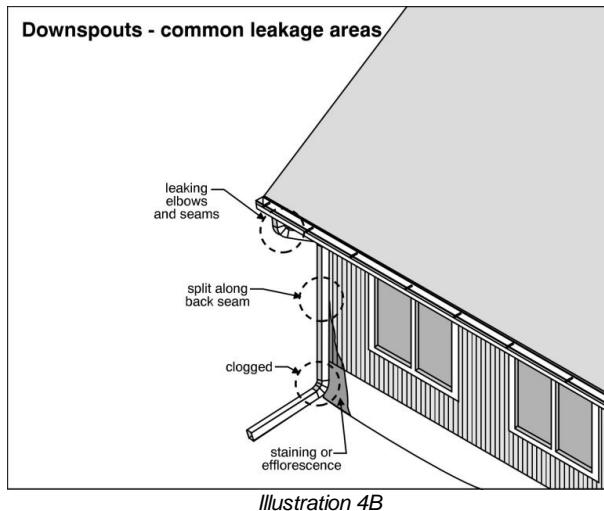
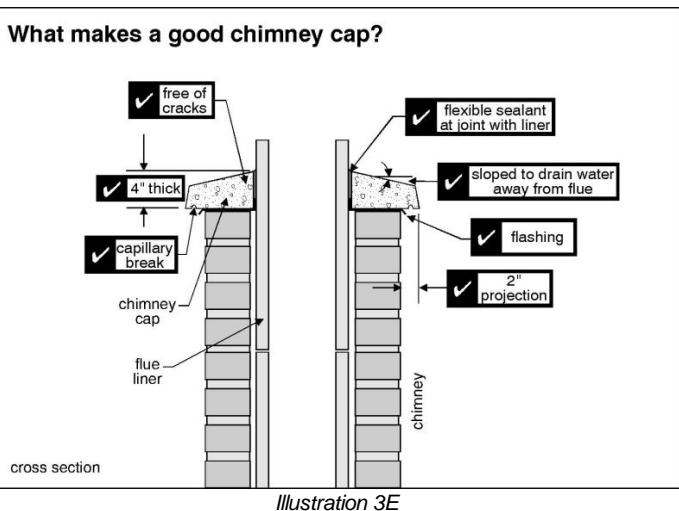
We recommend reviewing a roof inspection report performed by a licensed roof inspector on this structure.

RECOMMENDATIONS/OBSERVATIONS - '!' indicates an immediate improvement recommendation item.

- ! 1. There is a large crack at the back of the chimney. This condition may indicate movement of the chimney. It is impossible to determine the rate of movement during a one time visit to the property. We recommend the advise of a licensed masonry contractor. (See Photo 1)
- ! 2. Leaks were noted in the downspouts and/or gutters at various areas. During wet weather conditions these areas are more obvious and during dry weather conditions they are noted from the stains at the areas where the leaks have occurred. We recommend all leaks be repaired. (See Illustration 4B) (See Photo 4)
- ! 3. All missing roof plumbing or appliance vent caps should be replaced. (See Photo 2)
- 4. Minor typical cracking was noted in the masonry chimney. In our opinion, these are cosmetic items, but we recommend the advise and servicing of a licensed masonry contractor or fireplace specialist.
- 5. The cap of the masonry chimney has minor cracking visible which can be patched during regular household maintenance. (See Illustration 3E)
- 6. Due to the height of the chimney and/or presence of a spark arrestor which was not removed during our examination, the interior of the chimney was not inspected. We recommend the advise and servicing of a licensed masonry contractor or fireplace specialist.
- 7. The downspouts discharge water adjacent to the structure. Water should be directed to flow at least 5' feet away from the building at the point of discharge. The installation of underground drainage where applicable will help control surface drainage.

LIMITATIONS:

This is a visual inspection to the accessible areas only. Roofing life expectancies can vary depending on several factors. Any estimates on remaining life are approximations only. This assessment of the roof does not preclude the possibility of leakage. Leakage can develop at any time and may depend on rain intensity, wind direction, ice build up, etc.



Exterior

ITEM DESCRIPTIONS:

Lot Topography	• Level grade
Driveway	• Asphalt
Walkway & Sidewalks	• Concrete
Retaining Walls/Abutments	• None
Fencing/Gates	• Wood
Steps, Porch/Deck	• Concrete
Fascia, Eaves and Rafters	• Wood • Open Rafters
Exterior Walls	• Wood Siding • Stucco
Windows	• Vinyl
Doors	• Metal
Main Garage	• Attached
Main Garage Door/Opener	• Metal

COMMENTS:

The exterior of the home shows signs of normal wear and tear for a home of this age and construction.

RECOMMENDATIONS/OBSERVATIONS - "!" indicates an immediate improvement recommendation item.

- ! 1. The door between the garage and the house did not have an automatic closing mechanism. The door between the garage and the interior of the house should be fitted with an automatic closing mechanism. This will reduce the potential of toxic automobile gases entering the house and serves as a fire break. (See Illustration 6B) (See Photo 13)
- ! 2. The cracked and heaved section of the rear walkway presents a trip hazard. This condition should be corrected for improved safety. (See Photo 11)
- ! 3. The wood fencing at various areas of the property is in need of repairs. (See Photo 5)
- ! 4. Water damage was observed to the roof eaves/sheathing at various areas. We recommend the services of a licensed general contractor and/or structural pest control company. (See Photo 6)
- ! 5. Water damage was observed to the rafters at various areas. We recommend the services of a licensed general contractor and/or structural pest control company. (See Photo 9)
- ! 6. Water damage was observed to the fascia at various areas. We recommend the services of a licensed general contractor and/or structural pest control company. (See Photo 3)
- ! 7. Water damage was observed to the exterior trim at various areas. We recommend the services of a licensed general contractor and/or structural pest control company. (See Photo 7)
- ! 8. The fence is in satisfactory condition, however one or more of the fence posts are loose at various areas. We recommend all loose, damaged or deteriorated post be reinforced or replaced as necessary. (See Photo 8)
- ! 9. The exterior door at the rear has missing hardware. We recommend that hinges, knobs, latches and strike plates be adjusted or replaced to restore full operation. (See Photo 10)
- 10. The exterior water heater door is delaminated and/or weathered. We recommend the door be sealed and refinished as regular household maintenance.
- 11. The concrete driveway is badly cracked. The cracks could be sealed for a better appearance and to prevent moisture intrusion. Replacement will ultimately be necessary.
- 12. Vegetation growing on or within 6" inches of exterior walls should be kept trimmed away from siding, window trims and the eaves.
- 13. The gaps in the exterior trim/siding should be caulked as necessary.
- 14. There are minor sized cracks in the exterior stucco that should be patched and sealed as part of preparation for the next painting. Flexible patching materials are recommended rather than rigid patching compounds.
- 15. There are some larger than normal sized cracks in the driveway. The cracks could be sealed for a better appearance and to prevent moisture intrusion.
- 16. Surface deterioration known as spalling was observed on the driveway. The deteriorated areas could be patched and sealed for a better appearance and to slow future deterioration.

17. There is a condition known as efflorescence on portions of the garage floor and/or perimeter foundation walls. This fuzzy material is a salt deposit left when moisture in the foundation evaporates on the inside of the concrete. This indicates an occasional surplus of moisture on the outside of the garage foundation/slab. Steps could be taken to improve the exterior drainage (See "Roofing" section downspout locations for additional comments).

18. The screen for the sliding glass door is damaged. We recommend that it be repaired or replaced.

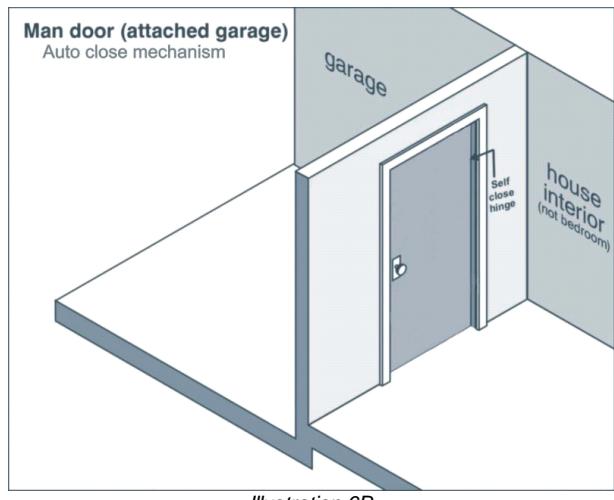
MAINTENANCE ITEMS & GENERAL INFORMATION

19. This home was constructed without the use of a weep screed at the base of the stucco. Although this was an accepted construction method it can allow condensation to build up and not drain properly. For further information we recommend appropriate trades be consulted
20. The exterior appears to have been recently painted. Water stains and/or cracks may not be visible at the time of our inspection. If, at a later date, water stains and/or cracks are discovered, we recommend further inspection by the appropriate trade.

LIMITATIONS:

This is a visual inspection to the accessible areas only.

- The detached arbor was not inspected and is excluded from this report.
- A representative sample of exterior components was inspected.
- The inspection does not include an assessment of geological conditions, site stability and property surface drainage runoff.



Electrical

ITEM DESCRIPTIONS:

Service	• 120/240 volt main service
Service Entrance	• Overhead Service Wires
Service Ground	• Copper Ground Wire
Main disconnect	• Breakers • Main Service Rating (Amps): 100
Main Distribution Panel	• Breakers • Exterior Side • Panel Rating (Amps): Unknown
Branch/Auxillary Panel	• Breakers • Garage • Panel Rating (Amps): 125
Distribution Wiring	• Copper Wire • Aluminum Wire
Outlets	• Grounded/Ungrounded
Ground Fault Circuit Interrupters	• Bathroom • Kitchen

COMMENTS:

The size of the electrical service is sufficient for typical single family needs.

The distribution of electricity within the home is good.

Dedicated 240 volt circuits have been provided for all 240 volt appliances within the home.

RECOMMENDATIONS/OBSERVATIONS - '!' indicates an immediate improvement recommendation item.

- ! 1. Exposed electrical connections or open junction boxes at the attic should be corrected. All electrical connections should be made inside approved junction boxes fitted with proper cover plates. (See Photo 12)
- 2. The missing cover(s) at the exterior light fixture should be replaced.

MAINTENANCE ITEMS & GENERAL INFORMATION

- 3. Aluminum wiring was noted for the 240 volt circuitry of the home. Aluminum wiring is typically used for 240 volt appliance circuits and no action is necessary.

DISCRETIONARY IMPROVEMENTS AND/OR UPGRADES

- 4. The installation of ground fault circuit interrupter "GFCI" devices is advisable on exterior, garage, bathroom and some kitchen outlets. Any whirlpool or swimming pool equipment should also be fitted with "GFCI"s. A ground fault circuit interrupter "GFCI" offers protection from shock or electrocution. Please note that "GFCI" may already be in one or more of these areas. See "description" section above for exact location of any "GFCI" which may be present on this property. (See Illustration 13A)
- 5. No exterior 120 volt outlet was noted on the structure. Although not required as an upgrade we recommend the installation of an exterior rated outlet be considered.
- 6. Today's electrical standard now requires a device called an arc-fault circuit interrupter "AFCI". As defined in proposals for the 1999 NEC, an "AFCI" is a device that provides protection from effects of arc faults by recognizing characteristics unique to arcing, and then de-energizing the circuit upon detection of an arc fault. Its basic application is protection of 15 amp and 20 amp branch circuits in single and multi-family residential occupancies. These devices are now installed in the habitable bedrooms of new construction.

LIMITATIONS:

This is a visual inspection to the accessible areas only. The inspection does not include (if applicable) low voltage systems, telephone wiring, intercoms, alarm systems, TV cable, timers, central vacuum systems, exterior sprinkler systems, exterior landscape lighting or exterior motion sensor lights. Also smoke detectors out of reach were only visually inspected unless noted otherwise. We recommend these systems be checked by interested parties for proper operation when possible.

- Due to inaccessibility of concealed wiring or undocumented improvements of the structure, we are unable to predict whether the number of circuits within a home will be sufficient for the needs of the occupants during a typical home inspection. If fuses blow or breakers trip regularly, this may indicate that additional loads or remodeling modifications may have been added to existing circuits.
- Electrical components concealed behind finished surfaces could not be inspected.
- According to "ASHI" standards only a representative sampling of outlets and light fixtures were tested.
- Furniture and/or storage may of restricted access to some electrical components.
- Exterior light fixtures on motion or light sensors were not tested.

Ground fault interrupter

the GFI circuitry within the outlet checks constantly for a difference between the current in the black and white wires

if there is a difference (even as little as 5 milliamps), there is a current leak (possibly through your body) and the GFI shuts down the receptacle and other receptacles downstream

note:
if the GFI is in the panel, the entire circuit will be shut down

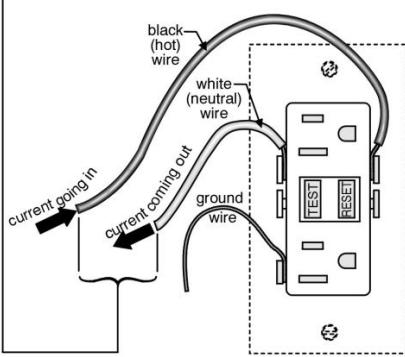


Illustration 13A

Heating System

ITEM DESCRIPTIONS:

Primary Energy Source	• Gas
Heating System Type	• Forced Air • Manufacturer: Day & Night • BTU's: 66,000 • Age (years): 2
Distribution	• Ductwork

COMMENTS:

The heating system which was operated at the time of our inspection shows no visible evidence of major defects.

We recommend a licensed HVAC contractor be retained for further evaluation of the heating unit.

The furnace was turned on by normal controls and appeared to functioning.

RECOMMENDATIONS/OBSERVATIONS - '!' indicates an immediate improvement recommendation item.

1. We noted a flexible gas line running through the furnace metal housing. We recommend consideration be given to installing rigid piping at the penetration of the housing and the installation of flexible supply piping at the exterior of the furnace.
2. As a free public service, the local utility company PG&E will perform a "safety" review of the heat exchanger and other gas operated components. As HomeGuard Incorporated does not perform an inspection of the heat exchanger we recommend that you take advantage of this service prior to the close of escrow.

MAINTENANCE ITEMS & GENERAL INFORMATION

3. This home is heated with a mid efficiency forced air furnace. In this type of furnace, air is circulated by a blower motor through a heat exchanger, which is heated by the burner unit at the base. An induced draft motor is used to force the exhaust from the furnace to the exterior
4. There is currently no permanently installed cooling system installed on the property. While not required, it might be desirable depending on weather conditions in the area. If interested parties would like further information on the types of cooling systems available, we recommend consulting with a licensed HVAC contractor for more information.

LIMITATIONS:

This is a visual inspection to the accessible areas only. The inspection of the heating system is general and not technically exhaustive. A detailed evaluation of the furnace heat exchanger is beyond the scope of this inspection.

- Inspection of the heater and/or air conditioner thermostat is limited to operating the units(s) on and off function only. Testing of the thermostat timer, temperature accuracy, clock, set back functions, etc. were not performed.
- As per ASHI standards determining furnace heat supply adequacy or inadequacy, distribution balance or sizing of the unit or units is not a part of this inspection.
- The wall mount and/or window mounted air conditioning unit (if applicable) was not inspected and are excluded from this report.
- Heating and/or air conditioning registers where accessible were visually inspected. Manual operation of the registers was not performed.
- As per ASHI standards the heat exchanger of the furnace was not inspected and interior portions of the heater were restricted. For additional information we recommend the services of a licensed heating contractor. As a free public service, the local utility company (PG&E) will perform a "safety" review of the heat exchanger and other gas operated components. We recommend that you take advantage of this service before the next seasonal operation.

6889 Rochelle Avenue, Newark

Page 16 of 26

Cooling/Heat Pump System

ITEM DESCRIPTIONS:

System Type • None

COMMENTS:

LIMITATIONS:

This is a visual inspection to the accessible areas only. Air conditioning and heat pump systems, like most mechanical components, can fail at any time.

Insulation/Ventilation

ITEM DESCRIPTIONS:

Exterior Walls Insulation	• Unknown
Attic/Roof Insulation	• Cellulose
Attic/Roof Ventilation	• Fascia vents
Crawlspac Insulation	• None
Crawl Space Ventilation	• Exterior wall vent(s)

COMMENTS:

Insulation levels are typical for a home of this age and construction.

LIMITATIONS:

This is a visual inspection to the accessible areas only.

- Insulation/ventilation type and levels in concealed areas cannot be determined. No destructive tests were performed.
- Potentially hazardous materials such as Asbestos and Urea Formaldehyde Foam Insulation (UFFI) cannot be positively identified without a detailed inspection and laboratory analysis. This is beyond the scope of the inspection.
- An analysis of indoor air quality is beyond the scope of this inspection.
- Any estimates of insulation "R" values or depths are rough average values.

Plumbing

ITEM DESCRIPTIONS:

Service Pipe	• Unknown/Inaccessible (Not Inspected)
Main Water Valve Location	• Location: Exterior Front
Supply Piping	• Copper Pipe
Drain/Waste/Vent	• Plastic
Cleanout Location	• Crawl space
Main Gas Valve Location	• Exterior Side
Water Heaters	• Manufacturer: Bradford White • Capacity (gallons): 40 • Approximate Age (years): 2 • Gas
Seismic Gas Shut-off	• Not Present
Excess Flow Gas Shut-off	• Not Present

COMMENTS:

The water pressure supplied to the fixtures is reasonably good. A typical drop in flow was experienced when two fixtures were operated simultaneously.

RECOMMENDATIONS/OBSERVATIONS - '!' indicates an immediate improvement recommendation item.

- ! 1. The master bathroom sink faucet is leaking. We recommend all leaks be repaired. (See Photo 15)
- ! 2. The hall bathroom sink drain is leaking. We recommend all leaks be repaired. (See Photo 14)
- ! 3. The master bathroom shower/sink faucet hot and cold water controls are reversed. Reversed hot and cold water can result in hot water burns. We recommend that this condition be corrected. (See Illustration 1C) (See Photo 15)
- ! 4. The shower head in the master bathroom leaks. We recommend all leaks be repaired. (See Photo 16)
- 5. There is a gap between the tub spout and hall bathroom tub walls which should be sealed to prevent moisture intrusion.
- 6. The installation of a gas pipe sediment trap at the water heater gas line should be considered.

MAINTENANCE ITEMS & GENERAL INFORMATION

- 7. Abandoned plumbing was noted in one or more areas of the crawl space. We recommend all abandoned or unused plumbing be removed.

LIMITATIONS:

This is a visual inspection to the accessible areas only.

- Water and gas shut-off valves, including but not limited to seismic, excess flow shut-off valves and gas fireplace valves where applicable, were not operated or tested. Identification of these devices is limited to the accessible areas only.
- Portions of the plumbing system concealed by finishes and/or storage (below sinks, below the structure and beneath the yard) were not inspected.
- Water pressure and water quality is not tested. The effect of lead content in solder and/or supply lines is beyond the scope of the inspection.
- Inspection of any water conditioning system (filters, purifiers, softeners, etc.) is beyond the scope of this inspection and are excluded from this report.
- Inspection of any lawn sprinkler system is beyond the scope of this inspection and are excluded from this report (unless noted otherwise).
- The interior portions of the water heater were restricted. For additional information we recommend the services of a licensed plumbing contractor. As a free public service, the local utility company (PG&E) will perform a "safety" review of the interior of the water heater and other gas operated components. We recommend that you take advantage of this service before the next seasonal operation.
- HomeGuard Incorporated does not determine if any fixtures or toilets are water conserving.

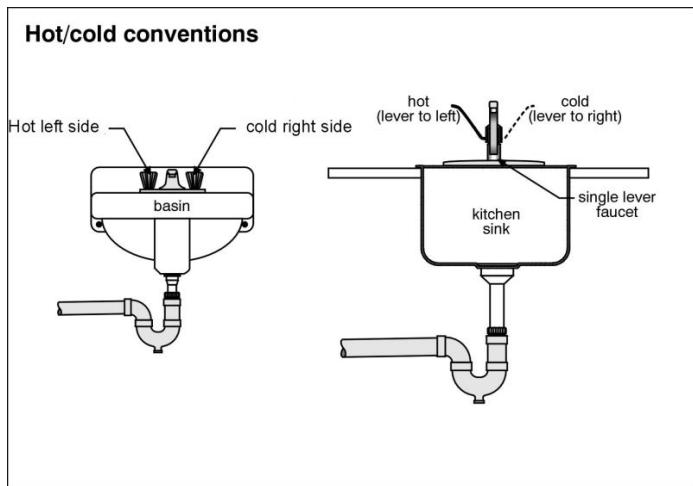


Illustration 1C

Interior

ITEM DESCRIPTIONS:

Kitchen Appliances Tested	• Dishwasher • Waste Disposer • Exhaust Hood
Laundry Facilities/Hookup	• 240 Volt Circuit for Dryer • 120 Volt Circuit for Washer • Hot and Cold Water Supply for Washer • Waste Standpipe for Washer • Dryer vent noted
Wall Finishes	• Drywall/Plaster • Wood
Ceiling Finishes	• Drywall/Plaster • Acoustic Tile Spray
Floor	• Tile/Stone • Laminate Flooring
Doors	• Hollow Core • Raised Panel • Sliding
Window style and Glazing	• Sliders • Fixed Pane • Double Pane
Fireplace/Wood Stove	• Masonry Fire Box

COMMENTS:

The interior finishes of the home are considered to be in average condition.

The doors and windows are of average quality.

RECOMMENDATIONS/OBSERVATIONS - '!' indicates an immediate improvement recommendation item.

INTERIOR

- ! 1. One or more interior door knobs, latches or hinge hardware is missing. We recommend all missing hardware be replaced to restore full operation. (See Photo 18)
- 2. The fireplace chimney should be inspected and cleaned prior to the close of escrow. (See Illustration 8A)
- 3. The ceiling shows evidence of patching. The cause of this condition is unknown. It is recommended that the seller be consulted for an explanation.

BATHROOMS

- 4. A gap was noted at the escutcheons at the master bathroom tub/shower faucet, spout or shower head. We recommend sealing this trim piece for a better appearance and to avoid leakage in this area.

MAINTENANCE ITEMS & GENERAL INFORMATION

INTERIOR

- 5. The evaluation of the thermal pane windows ("dual pane/glazed") is limited to accessible windows exhibiting noticeable conditions at the time of our inspection, such as condensation and/or evidence of moisture developing between the panes of glass. Due to the known design and/or characteristics associated with thermal pane windows, conditions may be discovered at a later date, however seal failure can occur at any time.

KITCHEN

- 6. Testing of the oven cleaning function is beyond the scope of this inspection. For proper operation and testing of this function we recommend consultation with the existing homeowner.

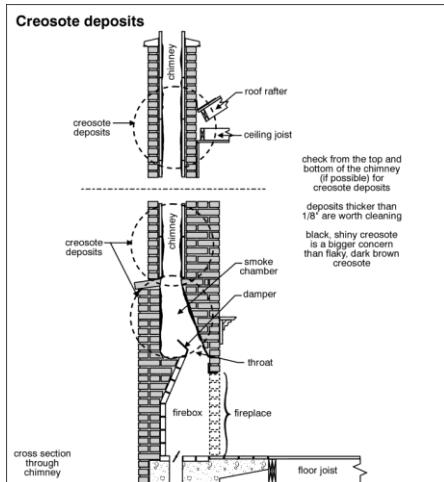
LIMITATIONS:

This is a visual inspection to the accessible areas only. Assessing the quality of interior finishes is highly subjective. Issues such as cleanliness, cosmetic flaws, quality of materials, architectural appeal and color are outside the scope of this inspection. Comments are general, except where functional concerns exist. Due to texturing and painting of interior surfaces there is no possible way of determining point of origin of any gypsum (sheetrock) material without destructive testing. HomeGuard Incorporated does not perform any destructive testing. Smoke detectors and carbon monoxide detectors were not manually tested. The sensors of these units are not tested. Both smoke detectors and carbon monoxide detectors have a limited life span and should be replaced according to the manufacturers instructions.

- Furniture, storage, appliances and/or wall hangings restricted the inspection of the interior.
- No access was gained to the wall cavities of the home.
- Kitchen appliances were operated unless noted otherwise. However they were not inspected for installation according to manufacturer specifications and were not evaluated for performance, efficiency or adequacy during their operation. No refrigerators whether "built in" or portable are operated, inspected or tested.
- All appliances not "built in" to the structure such as washing machine, dryer, refrigerator and/or countertop microwaves were not inspected and are excluded from this report. No refrigerators whether "built in" or portable are operated, inspected or tested.

6889 Rochelle Avenue, Newark**Page 21 of 26**

- The operation of the dishwasher was limited to a filling and draining cycle only, however due to time limitations timers, dryer cycles and/or higher functions were not tested. For additional information in regards to the operation and full function of the dishwasher we recommend consultation with the owner or appropriate trades.
- The washing machine faucets were visually inspected however they were not tested.
- Fireplace screens or doors were not inspected and are excluded from this report

**Illustration 8A**

Photographs

No relative importance should be placed on the photographs provided in this report. The photographs in this report do not necessarily illustrate all of the damage in any particular finding. Also, not all problem areas will be supported with photographs. Please contact HomeGuard if you have any questions.



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6

6889 Rochelle Avenue, Newark

Page 23 of 26



Photo 7



Photo 8



Photo 9



Photo 10

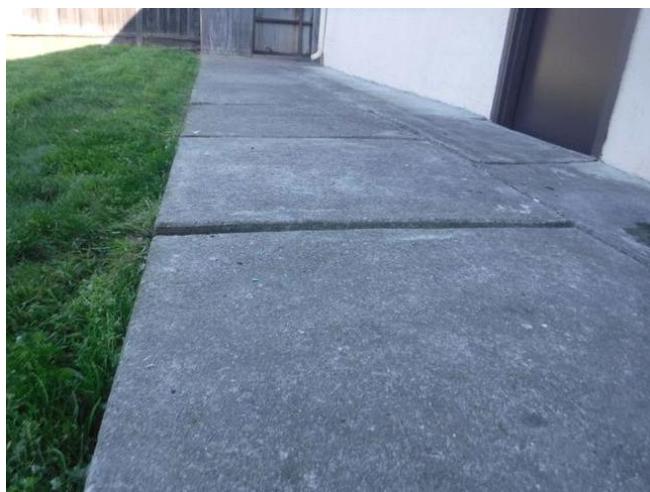


Photo 11



Photo 12



Photo 13



Photo 14



Photo 15



Photo 16



Photo 17



Photo 18

Maintenance Advice

UPON TAKING OWNERSHIP

After taking ownership of a new home, there are some maintenance and safety issues that should be addressed immediately. The following checklist should help you undertake these improvements.

- Change the locks on all exterior entrances, for improved security.
- Check that all windows and doors are secure. Improve window hardware as necessary. Security rods can be added to sliding windows and doors. Considerations could also be given to a security system.
- Install smoke detectors on each level of the home. Ensure that there is a smoke detector outside all sleeping areas. Replace batteries on any existing smoke detectors and test them. Make a note to replace batteries again in one year.
- Create a plan of action in the event of a fire in your home. Ensure that there is an operable window or door in every room of the house. Consult with your local fire department regarding fire safety issues and what to do in the event of a fire.
- Examine driveways and walkways for trip hazards. Undertake repairs where necessary.
- Examine the interior of the home for trip hazards. Loose or torn carpeting and flooring should be repaired.
- Undertake improvements to all stairways, decks, porches and landings where there is a risk of falling or stumbling.
- Review your home inspection report for any items that require immediate improvement or further investigation. Address these areas as required.
- Install rain caps and vermin screens on all chimney flues, as necessary.
- Investigate the location of the main shut-offs for the plumbing, heating and electrical systems. If you attend the home inspection, these items have been pointed out to you.

REGULAR MAINTENANCE

EVERY MONTH

- Check that fire extinguisher(s) are fully charged. Re-charge if necessary.
- Examine heating/cooling air filters and replace or clean as necessary.
- Inspect and clean humidifiers and electronic air cleaners.
- If the house has hot water heating, bleed radiator valves.
- Clean gutters and downspouts. Ensure that downspouts are secure, and that the discharge of the downspouts is appropriate. Remove debris from window wells.
- Carefully inspect the condition of shower enclosures. Repair or replace deteriorated grout and caulk. Ensure that water is not escaping the enclosure during showering. Check below all plumbing fixtures for evidence of leakage.
- Repair or replace leaking faucets or shower heads.
- Secure loose toilets, or repair flush mechanisms that become troublesome.

SPRING AND FALL

- Examine the roof for evidence of damage to roof covering, flashings and chimneys.
- Look in the attic (if accessible) to ensure that roof vents are not obstructed. Check for evidence of leakage, condensation or vermin activity. Level out insulation if needed.
- Trim back tree branches and shrubs to ensure that they are not in contact with the house.
- Inspect the exterior walls and foundation for evidence of damage, cracking or movement. Watch for bird nests or other vermin or insect activity.
- Survey the basement and/or crawl space walls for evidence of moisture seepage.
- Look at overhead wires coming to the house. They should be secure and clear of trees or other obstructions.
- Ensure that the grade of the land around the house encourages water to flow away from the foundation.

- Inspect all driveways, walkways, decks, porches, and landscape components for evidence of deterioration, movement or safety hazards.
- Clean windows and test their operation. Improve caulking and weather-stripping as necessary. Watch for evidence of rot in wood windows frames. Paint and repair window sills and frames as necessary.
- Test all ground fault circuit interrupter (GFCI) devices, as identified in the inspection report.
- Shut off isolating valves for exterior hose bibs in the fall, if below freezing temperatures are anticipated.
- Test the Temperature and Pressure Relief (TPR) Valve on water heaters.
- Inspect for evidence of wood boring insect activity. Eliminate any wood/soil contact around the perimeter of the home.
- Test the overhead garage door opener, to ensure that the auto-reverse mechanism is responding properly. Clean and lubricate hinges, rollers and tracks on overhead doors.
- Replace or clean exhaust hood filters.
- Clean, inspect and/or service all appliances as per the manufacturer's recommendations.

ANNUALLY

- Replace smoke detector batteries.
- Have the heating, cooling and water heater systems cleaned and serviced.
- Have chimneys inspected and cleaned. Ensure that rain caps and vermin screens are secure.
- Examine the electrical panels, wiring and electrical components for evidence of overheating. Ensure that all components are secure. Flip the breakers on and off to ensure that they are not sticky.
- If the house utilizes a well, check and service the pump and holding tank. Have the water quality tested. If the property has a septic system, have the tank inspected (and pumped as needed).
- If your home is in an area prone to wood destroying insects (termites, carpenter ants, etc.), have the home inspected by a licensed specialist. Preventive treatments may be recommended in some cases.

PREVENTION IS THE BEST APPROACH

Although we've heard it many times, nothing could be more true than the old cliche "an ounce of prevention is worth a pound of cure." Preventative maintenance is the best way to keep your house in great shape. It also reduces the risk of unexpected repairs and improves the odds of selling your house at fair market value, when the time comes. Please feel free to contact our office should you have any questions regarding the operation or maintenance of your home. Enjoy your home!



Invoice Date: **12/15/2017**
Invoice No: **LIV541486P**

Invoice

Bill To:

**Timothy Crofton
Timothy Crofton Real Estate
43213 Mission Blvd
Fremont, CA 94539**

Property Information:

Address: **6889 Rochelle Avenue
Newark CA, 94560**

Report No: **435625 PR**

Escrow#:

Billing Information:

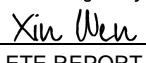
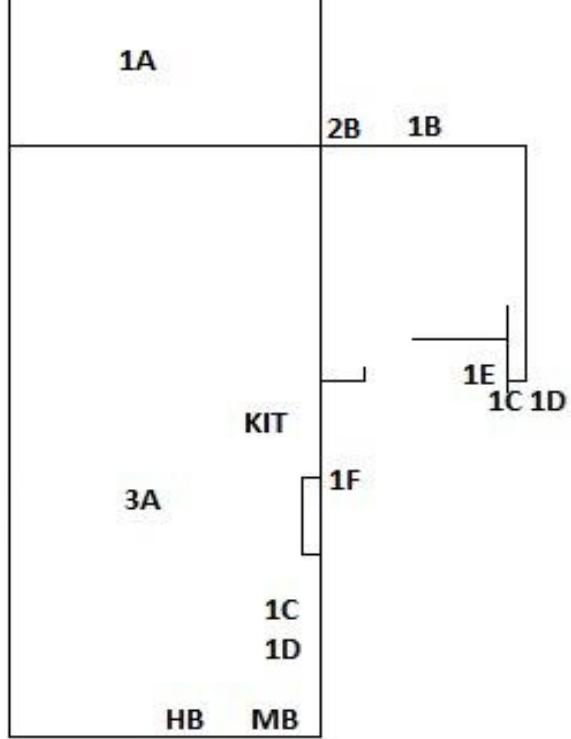
Inspection: 12/14/2017 Complete	\$505.00
Total Due:	\$505.00

DUE UPON RECEIPT

Please remit to 510 Madera Ave., San Jose, CA 95112

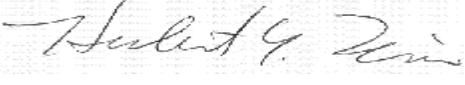
There is a \$25 fee for all returned checks

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. 6889	Street Rochelle Avenue	City Newark	Zip 94560	Date of Inspection 12/14/17	Number of Pages 7
Remnant Termite Control Company 499 Salmar Avenue #F Campbell CA 95008 Tel 408-374-7100 Fax 408-374-7101 Alt 408-828-7307 remnanttermitecontrol@gmail.com			Report #: 19207 Registration #: PR3771 Escrow #: <input type="checkbox"/> <input checked="" type="checkbox"/> CORRECTED REPORT		
Ordered by: Timothy Crofton Timothy Crofton Real Estate 43213 Mission Blvd Fremont CA 94539 DocuSigned by:  12/21/2017 FD4EE58B4C0543...		Property Owner and/or Party of Interest: Timothy Crofton - Agent 6889 Rochelle Avenue Newark CA 94560		Report sent to: Timothy Crofton Timothy Crofton Real Estate 43213 Mission Blvd Fremont CA 94539	
DocuSigned by:  12/21/2017					
<input checked="" type="checkbox"/> COMPLETE REPORT <input type="checkbox"/> LIMITED REPORT <input type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input checked="" type="checkbox"/>					
GENERAL DESCRIPTION: ONE STORY, SINGLE FAMILY, WOOD FRAME, STUCCO/ WOOD EXTERIOR.				Inspection Tag Posted: GARAGE Other Tags Posted:	
An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.					
Subterranean Termites <input type="checkbox"/> Drywood Termites <input checked="" type="checkbox"/> Fungus / Dryrot <input checked="" type="checkbox"/> Other Findings <input checked="" type="checkbox"/> Further Inspection <input checked="" type="checkbox"/> If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked					
Diagram Not To Scale					
					

Inspected By: Herbert Y. Kim

State License No. OPR10256

Signature: 

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

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

43M-41 (Rev. 10/01)

Remnant Termite Control Company

Page 2 of inspection report

6889	Rochelle Avenue	Newark	CA	94560
Address of Property Inspected		City	State	Zip
Stamp No.	12/14/17	19207	Co. Report No.	Escrow No.

WHAT IS A WOOD DESTROYING PEST & ORGANISM INSPECTION REPORT? READ THIS DOCUMENT. IT EXPLAINS THE SCOPE AND LIMITATIONS OF A STRUCTURAL PEST CONTROL INSPECTION AND A WOOD DESTROYING PEST & ORGANISM INSPECTION REPORT.

A Wood Destroying Pest & Organism Inspection Report contains findings as to the presence or absence of evidence of wood destroying pests and organisms in visible and accessible areas and contains recommendations for correcting any infestations or infections found. The contents of Wood Destroying Pest & Organism Inspection Reports are governed by the Structural Pest Control Act and regulations.

Some structures do not comply with building code requirements or may have structural, plumbing, electrical, mechanical, heating, air conditioning or other defects that do not pertain to wood destroying organisms. A Wood Destroying Pest & Organism Inspection Report does not contain information on such defects, if any, as they are not within the scope of the licenses of either this company, or its employees.

The Structural Pest Control Act requires inspection of only those areas which are visible and accessible at the time of inspection. Some areas of the structure are not accessible to inspection, such as the interior of hollow walls, spaces between floors, areas concealed by carpeting, appliances, furniture or cabinets. Infestations or infections may be active in these areas without visible and accessible evidence. If you desire information about areas that were not inspected, a further inspection may be performed at an additional cost. Carpets, furniture or appliances are not moved and windows are not opened during a routine inspection.

The exterior Surface of the roof was not inspected. If you want the water tightness of the roof determined, you should contact a roofing contractor who is licensed by the Contractor's State License Board.

This company does not certify or guarantee against any leakage, such as (but not limited to) plumbing, appliances, walls, doors, windows, any type of seepage, roof or deck coverings. This company renders no guarantee, whatsoever, against any infection, infestation or any other adverse condition which may exist in such areas or may become visibly evident in such area after this date. Upon request, further inspection of these areas would be performed at an additional charge.

In the event damage or infestation described herein is later found to extend further than anticipated, our bid will not include such repairs. OWNER SHOULD BE AWARE OF THIS CLOSED BID WHEN CONTRACTING WITH OTHERS OR UNDERTAKING THE WORK HIMSELF/HERSELF.

If requested by the person ordering this report, a re-inspection of the structure will be performed. Such requests must be within four (4) months of the date of this inspection. Every re-inspection fee amount shall not exceed the original inspection fee.

Wall paper, stain, or interior painting are excluded from our contract. New wood exposed to the weather will be prime painted, only upon request at an additional expense.

All pesticides and fungicides must be applied by a state certified applicator (sec. 8555 Business and Professions Code Division 3) and in accordance with the manufacturer's label requirements.

This company will reinspect repairs done by others within four months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each reinspection. The reinspection must be done within ten (10) working days of request. The reinspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress will be necessary. Any guarantees must be received from parties performing repairs.

"NOTICE: Reports on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may vary from company to company. You have a right to seek a second opinion from another company."

This Wood Destroying Pest & Organisms Report DOES NOT INCLUDE MOLD or any mold like conditions. No reference will be made to mold or mold-like conditions. Mold is not a Wood Destroying Organism and is outside the scope of this report as defined by the Structural Pest Control Act. If you wish your property to be inspected for mold or mold like conditions, please contact the appropriate mold professional.

Remnant Termite Control Company

Page 3 of 7 of Standard Inspection Report

6889 Address of Property Inspected	Rochelle Avenue	Newark City	CA State
			94560 Zip
Stamp No.	12/14/17 Date of Inspection	19207 Co. Report No.	Escrow No.

AREAS NOT INSPECTED PLEASE READ

We did not inspect the interior of finished walls or ceilings or behind installed finished cabinet work. We did not inspect the areas immediately under furniture or appliances. This structure contains slab flooring, and in slab floor construction, it is possible for Subterranean Termite infestations to be concealed and not evident at the time of our inspection; therefore, we assume no liability for any infestations that are not evident at the time of inspection. Our inspection does not include any electric, heating, or mechanical systems of the structure. We did not inspect the roof covering for leakage. Our inspection will not detect building code violations. If any information is desired about any areas mentioned, a company which makes home inspection should be engaged. The plumbing was inspected and only the leaks outlined in our report, if any, were found at this time; however, we assume no responsibility for leaks that occur after the date of this inspection.

NOTE; WORK PERFORMED BY OTHERS WILL BE REINSPECTED BY THIS COMPANY FOR REINSPECTION FEE OF \$100.00. OPEN WALL AND OPEN FLOOR INSPECTIONS ARE REQUIRED IF A CERTIFICATION IS DESIRED FROM THIS COMPANY. REINSPECTION MUST BE PERFORMED WITHIN FOUR MONTHS OF THE ORIGINAL INSPECTION DATE; SCHEDULING FOR REINSPECTION MAY REQUIRE AS LONG AS TEN DAYS TO BE MADE.

NOTICE; Reports on this structure prepared by various registered companies should list the same findings(i.e. termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may differ from company to company. You have the right to seek a second opinion from another company.

WE GUARANTEE CHEMICAL TREATMENTS FOR TWO YEARS AND FUMIGATIONS DONE BY THIS COMPANY FOR THREE YEARS FROM THE DATE OF COMPLETION. WE GUARANTEE WATER DAMAGE REPAIRS FOR THIRTY(30) DAYS FROM THE DATE OF COMPLETION. WE CANNOT GUARANTEE WORK DONE BY THE OWNER OR OWNER'S AGENT. WE MAKE NO GUARANTEE AGAINST FUTURE INFECTIONS, ADVERSE CONDITIONS, OR CONDITIONS PRESENT BUT NOT EVIDENT AT THE TIME OF OUR INSPECTION.

THIS IS A SEPERATED REPORT WHICH IS DEFINED AS SECTION I AND SECTION II CONDITIONS EVIDENT ON THE DATE OF INSPECTION. SECTION I CONTAINS ITEMS WHERE THERE IS EVIDENCE OF ACTIVE INFESTATION OR INFECTION, OR CONDITIONS THAT HAVE RESULTED IN OR FROM INFESTATION OR INFECTION. SECTION II ITEMS ARE CONDITIONS DEEMED LIKELY TO LEAD TO INFESTATION OR INFECTION BUT WHERE NO VISIBLE EVIDENCE OF SUCH WAS FOUND. FURTHER INSPECTION ITEMS ARE DEFINED AS RECOMMENDATIONS TO INSPECT THE AREA(S) WHICH DURING THE ORIGINAL INSPECTION DID NOT ALLOW THE INSPECTOR ACCESS TO COMPLETE HIS

Remnant Termite Control Company

Page 4 of 7 of Standard Inspection Report

6889 Address of Property Inspected	Rochelle Avenue Stamp No.	Newark Co. Report No.	CA Zip Escrow No.
	12/14/17 Date of Inspection	19207	

INSPECTION AND CANNOT BE DEFINED AS SECTION I OR SECTION II.

SECTION 1:

01A - FINDING; The patio framing has been damaged by fungus where indicated on the diagram.

RECOMMENDATION; Remove and replace and/or reinforce all damaged wood members. Treat with fungicide if necessary. If any damage is found to extend into any enclosed areas, a supplemental report and bid will be issued. **SECTION 1**

01B - FINDING; Fungus damage was noted to the rafters as indicated on the diagram.

RECOMMENDATION; Remove and replace the damaged wood members to correct this condition. This bid includes replacement of roof covering where disturbed by our repairs. The guarantees on the roof covering are limited to the areas where the work was performed. **SECTION 1**

01C - FINDING; Infestation of Drywood Termites was noted exterior, garage and subarea.

RECOMMENDATION; Due to the nature of these infestations, it will be necessary to seal the entire structure and fumigate it with Vikane(sulfuryl fluoride), using Chloropicrin as a warning agent. The entire structure must be vacant for at least 72 hours for this process. It is the owner's responsibility to have the utilities turned back on when the fumigation is complete. We will use all due caution in our operation; however, we assume no liability for damage to the roof covering, solar panels, TV antennae, or plants adjacent to the structure. The occupants must sign the Occupant's Fumigation Notice and comply with all of the instructions.

NOTE: The price quoted is for fumigation only, any prep work involved will be owners responsibility and at owners expense.

NOTE: The owner should contact PG & E to have the utilities turned back on when the fumigation is completed.

NOTE: Remnant Termite Control Company subcontracts fumigations.

NOTE: This is to inform those interested parties about the odors that maybe distressful after our chemical treatment is performed. The odors, to those sensitive, may linger for few days after our treatment. Interested parties are advised to adequately ventilate the areas of treatment. **SECTION 1**

Remnant Termite Control Company

Page 5 of 7 of Standard Inspection Report

6889 Address of Property Inspected	Rochelle Avenue Stamp No.	Newark City	CA Zip
	12/14/17 Date of Inspection	19207 Co. Report No.	Escrow No.

01D - FINDING: Drywood Termite pellets were evident as noted in above recommendation.

RECOMMENDATION: Remove or mask over all accessible termite pellets. It is possible for the Drywood Termite pellets to sift down or reappear in these areas where they have been masked over.
SECTION 1

01E - FINDING: The main garage door trim has been damaged by drywood termites where indicated on the diagram.

RECOMMENDATION: Remove and replace and/or reinforce all damaged wood members. Treat with fungicide if necessary. If any damage is found to extend into any enclosed areas, a supplemental report and bid will be issued. **SECTION 1**

01F - FINDING: Fungus damage was noted to the roof eaves as indicated on the diagram.

RECOMMENDATION: Remove and replace the damaged wood members to correct this condition. This bid includes replacement of roof covering where disturbed by our repairs. The guarantees on the roof covering are limited to the areas where the work was performed. **SECTION 1**

SECTION 2:

02A - FINDING: Minor crack was noted in the exterior stucco as indicated on the diagram.

RECOMMENDATION: The owner is to seal these areas and maintain the exterior paint. **SECTION 2**

02B - FINDING: The water heater closet door is delaminated and/or deteriorated.

RECOMMENDATION: The owner is advised to replace this door as part of normal household maintenance. **SECTION 2**

OTHER FINDINGS/ FURTHER INSPECTIONS:

03A - FINDING: We were unable to inspect the substructure area due to a lack of clearance under the structure.

RECOMMENDATION: Further inspection recommended. Dig trenches under the structure to allow a partial inspection of the perimeter of the structure and issue a supplemental report with findings,

Remnant Termite Control Company

Page 6 of 7 of Standard Inspection Report

6889	Rochelle Avenue	Newark	CA
Address of Property Inspected		City	94560
Stamp No.	12/14/17	19207	
	Date of Inspection	Co. Report No.	Escrow No.

recommendations, and bids. One of our recommendations would be to excavate under structure so as to provide a minimum of 12 inches of clearance in this substructure area. Due to the nature of this work, we would have to perform on a Time & Materials bases. **FURTHER INSPECTION IF REQUIRED**

State Law requires that you be given the following information:

""CAUTION - PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Operators are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on scientific evidence, there are no appreciable if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends on the degree of exposure, so exposure should be minimized.""

""If within 24 hours following application, you experience symptoms similar to common seasonal illness comparable to the flu or any other symptoms of overexposure which are not typical of influenza, contact your physician or poison control center and your pest control company immediately.""

For further information on health issues, contact any of the following County Health Department(s):

Alameda County: (510) 267-8000
 Contra Costa County: (925) 313-6712
 San Francisco County: (415) 554-2500
 San Joaquin County: (209) 468-3420
 San Mateo County: (650) 573-2757
 Santa Clara County: (408) 918-3400

For further questions on applications, contact any of the following County Agricultural Comissioner(s):

Alameda County: (510) 670-5232
 Contra Costa County: (925) 646-5250
 San Francisco County: (415) 285-5010
 San Joaquin County: (209) 468-3300
 San Mateo County: (650) 363-4700
 Santa Clara County: (408) 918-4600

Remnant Termite Control Company

Page 7 of 7 of Standard Inspection Report

6889 Address of Property Inspected	Rochelle Avenue	Newark City	CA State
			94560 Zip
Stamp No.	12/14/17 Date of Inspection	19207 Co. Report No.	Escrow No.

If you have further questions on regulations, please contact:

The Structural Pest Control Board
 2005 Evergreen Street, Ste. 1500
 Sacramento, CA 95815
 Tel: (916) 561-8700

REMNANT TERMITE CONTROL does no texturing, painting, or wall papering. However, we will cover exterior wood work with one(1) coat of white primer weather permitting.

If damage is found to extend into any inaccessible areas, a supplemental report will be issued with any findings, recommendations, and bids.

Should the further inspection items noted in this report not be performed, Remnant Termite Control will assume no liability for any infestations or infections which may be concealed in these areas.

REMNANT TERMITE CONTROL assumes no liability for, nor do we guarantee, work done by others. All guarantees, warranties, and permits should be obtained from the parties performing the repair.

If any of the wood repairs outlined in the above report are done by others, an open inspection must be performed by this company if the appropriate certification is desired.

Thank you for using Remnant Termite Control. If you have any questions regarding this report, please call and ask for Herbert Kim. Please bear in mind that the inspectors have full schedules during the day and can only be reached by phone early in the morning and late in the afternoon. The inspector will make every effort to make contact with you when he is available.

If you require further assistance or wish to schedule work as recommended in this report, please feel free to contact our office. We are here to assist you!

Remnant Termite Control Company

499 Salmar Avenue #F

Campbell CA 95008

Tel 408-374-7100 Fax 408-374-7101 Alt 408-828-7307
remanttermitecontrol@gmail.com

AGREEMENT

Report #: 19207

No work will be performed until a signed copy of this agreement has been received.

Address of Property: 6889 Rochelle Avenue
 City: Newark
 State/Zip: CA 94560

The inspection report of the company dated, 12/14/17 is incorporated herein by reference as though fully set forth.

The company is authorized to proceed with the work outlined in the items circled below from the Termite Inspection Report for the property inspected, for a total sum of \$. This total amount is due and payable within Ten (10) days from completion repair work and/or chemical application.

THE COMPANY AGREES

To guarantee all repair completed by this company for one year from date of completion except for caulking, grouting or plumbing, which is guaranteed for a period of Ninety (90) days. We assume no responsibility for work performed by others, to be bound to perform this work for the price quoted in our cost breakdown for a period not to exceed 30 days, to use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities or to any shrubs, plants or roof.

THE OWNER OR OWNER'S AGENT AGREES

To pay for services rendered in any additional services requested upon completion of work to pay a service charge of one and one-half percent (1 1/2%) interest per month, or portion of any month, annual interest rate of eighteen percent (18%) on accounts exceeding the ten (10) day full payment schedule. The Owner grants to The Company a security interest in the property to secure payment sum for work and inspection fee completed. In case of non-payment by The Owner, reasonable attorney fees and costs of collection shall be paid by owner, whether suit be filed or not.

ALL PARTIES AGREE

If any additional work is deemed necessary by the local building inspector, said work will not be performed without additional authorization from owner or owner's agent. This contract price does not include the charge of any Inspection Report fees. Circle the items you wish performed by The Company, below and enter total amount above:

NOTICE TO OWNER

Under the California Mechanics Lien Law any structural pest control company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the subcontractor, laborers or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

ITEMS

Further

Prefix	Section 1	Section 2	Inspection	Others
01a	others			
01b	150.00			
01c	1,635.00			
01d	120.00			
01e	320.00			
01f	420.00			
02a		painter		
02b		painter		
03a			owner	

Total: 2,645.00

Grand: 2,645.00

Property Owner:

Date:

Inspected By:

Date:

Owner's Agent:

Date:

INVOICE / STATEMENT
Remnant Termite Control Company
499 Salmar Avenue #F
Campbell CA 95008
Tel 408-374-7100 Fax 408-374-7101 Alt 408-828-7307

Date: 12/14/17
Report Number: 19207
Invoice Number: 19207
Escrow Number:

Property Inspected: 6889 Rochelle Avenue
Newark, CA 94560

Bill To: Timothy Crofton - Agent
6889 Rochelle Avenue
Newark CA 94560

Description of Service

Inspection fee.

Inspection Amount:	\$150.00
Contract:	\$0.00
Labor/Materials:	\$0.00
Miscellaneous:	\$0.00
Interest:	<u>\$0.00</u>

Invoice Total: \$150.00

Payments:	\$0.00
Additional Charge:	\$0.00

Total Due: \$150.00

RETAIN THIS COPY FOR YOUR RECORDS

THANK YOU FOR YOUR BUSINESS

CUT HERE

CUT HERE

CUT HERE

INVOICE / STATEMENT
Remnant Termite Control Company
499 Salmar Avenue #F
Campbell CA 95008
Tel 408-374-7100 Fax 408-374-7101 Alt 408-828-7307

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Labor/Materials:	\$0.00
Miscellaneous:	\$0.00
Interest:	<u>\$0.00</u>

Invoice Total: \$150.00

Payments:	\$0.00
Additional Charge:	\$0.00

Total Due: \$150.00

RETURN THIS COPY WITH REMITTANCE

THANK YOU FOR YOUR BUSINESS

Disclosure Report Summary Pages For ALAMEDA County

Property Address: 6889 ROCHELLE AVE
NEWARK, ALAMEDA COUNTY, CA 94560
("Property")

APN: 092A-0610-008
Report Date: 12/14/2017
Report Number: 2211039

Statutory Natural Hazard Disclosure ("NHD") Statement and Acknowledgment of Receipt

DISCLAIMER: This NHD Summary (a) is not valid unless delivered with the complete JCP-LGS Disclosure Report which transferee must read and acknowledge before close of escrow, and (b) is subject to the Terms and Conditions contained in that complete Disclosure Report.

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 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. This information is a disclosure and is not intended to be part of any contract between the transferee and the 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 Do not know and information not available from local jurisdiction _____

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

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this Property is subject to the maintenance requirements of Section 51182 of the Government Code.
Yes No

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISK 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) Yes (Liquefaction Zone)

No Map 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. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Transferor(s)	Date	Signature of Transferor(s) 042E2C5BFCC4495...
Signature of Agent	Date	Signature of Agent 042E2C5BFCC4495...

Transferor(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) 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. This statement was prepared by the provider below:

Third-Party Disclosure Provider(s) FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC. OPERATING THROUGH ITS JCP-LGS DIVISION.
Date 14 December 2017

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

12/21/2017

Signature of Transferee(s)	Date	Signature of Transferee(s) FD4EE58B4C0543...
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TRANSFEREE(S) REPRESENTS ABOVE HE/SHE HAS RECEIVED, READ AND UNDERSTANDS THE COMPLETE JCP-LGS DISCLOSURE REPORT DELIVERED WITH THIS SUMMARY:

- A. Additional Property-specific Statutory Disclosures: Former Military Ordnance Site, Commercial/Industrial Use Zone, Airport Influence Area, Airport Noise, San Francisco Bay Conservation and Development District Jurisdiction (in S.F. Bay counties only), California Energy Commission Duct Sealing Requirement, Notice of Statewide Right to Farm, Notice of Mining Operations, Sex Offender Database (Megan's Law), Gas and Hazardous Liquid Transmission Pipeline Database.
- B. Additional County and City Regulatory Determinations as applicable: Airports, Avalanche, Blow Sand, Coastal Zone, Dam/Levee Failure Inundation, Debris Flow, Erosion, Flood, Fault Zone, Fire, Groundwater, Landslide, Liquefaction, Methane Gas, Mines, Naturally Occurring Asbestos, Redevelopment Area, Right to Farm, Runoff Area, Seiche, Seismic Shaking, Seismic Ground Failure, Slope Stability, Soil Stability, Subsidence, TRPA, Tsunami.
- C. General advisories: Methamphetamine Contamination, Mold, Radon, Endangered Species Act, Abandoned Mines, Oil & Gas Wells, Tsunami Maps (coastal only), Wood-burning fireplaces.
- D. Additional Reports - Enclosed if ordered: (1) PROPERTY TAX REPORT (includes state-required Notices of Mello-Roos and 1915 Bond Act Assessments, and Notice of Supplemental Property Tax Bill, (2) ENVIRONMENTAL SCREENING REPORT (discloses Transmission Pipelines, Contaminated Sites, and Oil & Gas Wells). Enclosed if applicable: Local Addenda.
- E. Government Guides in Combined Booklet with Report. Refer to Booklet: (1) ENVIRONMENTAL HAZARDS: "A Guide for Homeowners, Buyers, Landlords and Tenants"; (2) EARTHQUAKE SAFETY: "The Homeowners Guide To Earthquake Safety" and included "RESIDENTIAL EARTHQUAKE HAZARDS REPORT FORM"; (3) LEAD-BASED PAINT: "Protect Your Family From Lead In Your Home"; (4) BRIEF GUIDE TO MOLD, MOISTURE AND YOUR HOME; (5) WHAT IS YOUR HOME ENERGY RATING? Government Guides are also available on the Company's "Electronic Bookshelf" at <http://www.disclosures.com/>.

Disclosure Report Summary Pages For ALAMEDA County

Property Address: 6889 ROCHELLE AVE
NEWARK, ALAMEDA COUNTY, CA 94560
("Property")

APN: 092A-0610-008
Report Date: 12/14/2017
Report Number: 2211039

PROPERTY DISCLOSURE SUMMARY - READ FULL REPORT

Statutory NHD Determinations	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Flood		X		NOT IN a Special Flood Hazard Area. The Property is IN a FEMA-designated Flood Zone(s) X.	7
Dam		X		IN an area of potential dam inundation.	7
Very High Fire Hazard Severity		X		NOT IN a very high fire hazard severity zone.	8
Wildland Fire Area		X		NOT IN a state responsibility area.	8
Fault		X		NOT IN an earthquake fault zone designated pursuant to the Alquist-Priolo Act.	9
Landslide		X		NOT IN an area of earthquake-induced land sliding designated pursuant to the Seismic Hazard Mapping Act.	9
Liquefaction		X		IN an area of potential liquefaction designated pursuant to the Seismic Hazard Mapping Act.	9

County-level NHD Determinations	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Fault		X		WITHIN one-eighth of one mile (660 feet) of a mapped Fault that is not bounded by a regulatory fault zone.	11
Landslide		X		NOT IN a mapped Landslide deposit larger than 200 feet.	11
Liquefaction		X		IN a mapped area with a Moderate Liquefaction Susceptibility rating.	11
Fire		X		NOT IN a mapped Fire Hazard Severity Zone in SRA rated Very High, High, or Moderate.	12
Tsunami		X		NOT IN a mapped Tsunami Inundation Area.	12

Additional Statutory Disclosures	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Former Military Ordnance		X		NOT WITHIN one mile of a formerly used ordnance site.	16
Commercial or Industrial		X		WITHIN one mile of a property zoned to allow commercial or industrial use.	16
Airport Influence Area		X		NOT IN an airport influence area.	17
Airport Noise Area for 65 Decibel		X		NOT IN a delineated 65 dB CNEL or greater aviation noise zone.	18
Bay Conservation and Development Commission		X		NOT IN an area that is within the jurisdiction of the San Francisco Bay Conservation and Development Commission.	19
California Energy Commission		X		IN a climate zone where properties are usually subject to duct sealing and testing requirements	20
Right to Farm Act		X		IN a one mile radius of designated Important Farmland that requires a statutory "Notice of Right to Farm" be provided in this Report.	21
Notice of Mining Operations		X		NOT IN a one mile radius of a mapped mining operation that requires a statutory "Notice of Mining Operation" be provided in this Report.	22

General Advisories	Description	NHD Report page:
Registered Sex Offender Data Base (Megan's Law) Notice	Provides an advisory required pursuant to Section 290.46 of the Penal Code. Information about specified registered sex offenders is made available to the public.	23
Gas and Hazardous Liquid Transmission Pipeline Database Notice	Provides a notice required pursuant to Section 2079.10.5(a) of the Civil Code. Information about transmission pipeline location maps is made available to the public.	24
Methamphetamine Contamination	Provides an advisory that a disclosure may be required pursuant to the "Methamphetamine Contaminated Property Cleanup Act of 2005".	25

DISCLAIMER: This NHD Summary (a) is not valid unless delivered with the complete JCP-LGS Disclosure Report which transferee must read and acknowledge before close of escrow, and (b) is subject to the Terms and Conditions contained in that complete Disclosure Report.

Disclosure Report Summary Pages For ALAMEDA County

Property Address: 6889 ROCHELLE AVE
NEWARK, ALAMEDA COUNTY, CA 94560
("Property")

APN: 092A-0610-008
Report Date: 12/14/2017
Report Number: 2211039

General Advisories		Description	NHD Report page:
Mold		Provides an advisory that all prospective purchasers of residential and commercial property should thoroughly inspect the subject property for mold and sources for additional information on the origins of and the damage caused by mold.	26
Radon		Provides an advisory on the risk associated with Radon gas concentrations.	27
Endangered Species		Provides an advisory on resources to educate the public on locales of endangered or threatened species.	27
Abandoned Mines		Provides an advisory on resources to educate the public on the hazards posed by, and some of the general locales of, abandoned mines.	28
Oil and Gas Wells		Provides an advisory on the potential existence of oil and gas wells and sources for additional general and/or specific information.	28
Tsunami Map Advisory		Provides an advisory about maximum tsunami inundation maps issued for jurisdictional emergency planning.	29
Residential Fireplace Disclosure		Provides disclosure of restrictions on the use of wood-burning fireplaces imposed by the Bay Area Air Quality Management District.	30

Property Tax Determinations	IS	IS NOT	Property is:	Tax Report page:
Mello-Roos Districts		X	NOT SUBJECT TO a Mello-Roos Community Facilities District.	32
1915 Bond Act Districts		X	NOT SUBJECT TO a 1915 Bond Act District.	32
Other Direct Assessments	X		SUBJECT TO one or more other direct assessments.	33
SRA Fire Prevention Fee		X	NOT SUBJECT TO the State Responsibility Area Fire Prevention Fee (SRA Fee is suspended until 2031 by Assembly Bill 398 of 2017).	39

Environmental Screening	IS	IS NOT	Property is:	Environmental Report page:
Leaking Underground Storage Tanks		X	NOT WITHIN one-quarter mile of a known leaking underground storage tank.	46
Superfund or RCRA Corrective Action Site		X	NOT WITHIN one mile of a Superfund or RCRA Corrective Action site.	45
Other sites in databases screened		X	NOT WITHIN one-half mile of sites other than those above that are listed in the databases searched.	45
Oil and Gas Wells		X	NOT WITHIN one-quarter mile of a mapped oil or gas well(s).	43
Underground Transmission Pipelines		X	NOT WITHIN 2,000 feet of a gas transmission or hazardous liquid pipeline(s) depicted in the National Pipeline Mapping System.	44

Determined by First American Professional Real Estate Services, Inc.

For more detailed information as to the foregoing determinations, please read this entire Report.

DISCLAIMER: This NHD Summary (a) is not valid unless delivered with the complete JCP-LGS Disclosure Report which transferee must read and acknowledge before close of escrow, and (b) is subject to the Terms and Conditions contained in that complete Disclosure Report.

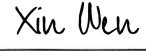


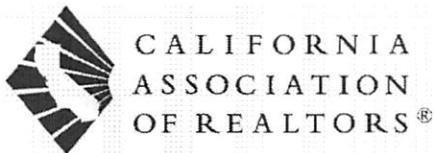
PROPERTY ADDRESS: 6889 Rochelle Ave, Newark, CA 94560

- 1. Real Estate Transfer Disclosures Statement
- 2. Seller Property Questionnaire
- 3. FIRPTA
- 4. Market Conditions Advisory
- 5. Statewide Buyer and Seller Advisory
- 6. WCMD
- 7. Agent Visual Inspection Disclosure
- 8. WHSD
- 9. Wire Fraud Advisory
- 10. FLD
- 11. Residential Earthquake Hazards Report
- 12. Preliminary Report
- 13. Roof Inspection Report
- 14. Home Inspection Report
- 15. Termite Inspection Report
- 16. Homeowner's Guide to Earthquake Safety and Environmental Hazards Guide
- 17. Natural Hazard Disclosure
- 18. County Tax Record
- 19. Other: RCSD

Buyers have received and read the above checked documents.

DocuSigned by:
Buyer 
Date 12/21/2017 FD4EE58B4C05434...

DocuSigned by:
Buyer 
Date 12/21/2017 FD4EE58B4C05434...



**REAL ESTATE TRANSFER DISCLOSURE STATEMENT
(CALIFORNIA CIVIL CODE §1102, ET SEQ.)
(C.A.R. Form TDS, Revised 4/14)**

THIS DISCLOSURE STATEMENT CONCERN'S THE REAL PROPERTY SITUATED IN THE CITY OF Newark, COUNTY OF Alameda, STATE OF CALIFORNIA, DESCRIBED AS 6889 Rochelle Ave, Newark, 94560.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) December 13, 2017. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

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

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

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

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 not occupying the Home.

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

- Range
 - Oven
 - Microwave
 - Dishwasher
 - Trash Compactor
 - Garbage Disposal
 - Washer/Dryer Hookups
 - Rain Gutters
 - Burglar Alarms
 - Carbon Monoxide Device(s)
 - Smoke Detector(s)
 - Fire Alarm
 - TV Antenna
 - Satellite Dish
 - Intercom
 - Central Heating
 - Central Air Conditioning
 - Evaporator Cooler(s)
- Exhaust Fan(s) in Kitchen, Bathrooms 220 Volt Wiring in Kitchen & Garage Fireplace(s) in Family Room
 Gas Starter Roof(s): Type: Age: 8-10 yrs (approx.)
- Other:

- Wall/Window Air Conditioning
- Sprinklers
- Public Sewer System
- Septic Tank
- Sump Pump
- Water Softener
- Patio/Decking
- Built-in Barbecue
- Gazebo
- Security Gate(s)
- Garage:
 - Attached Not Attached
 - Carport
 - Automatic Garage Door Opener(s)
 - Number Remote Controls 2
- Sauna
- Hot Tub/Spa:
 - Locking Safety Cover

- Pool:
 - Child Resistant Barrier
- Pool/Spa Heater:
 - Gas Solar Electric
- Water Heater:
 - Gas Solar Electric
- Water Supply:
 - City Well
 - Private Utility or Other _____
- Gas Supply:
 - Utility Bottled (Tank)
- Window Screens
- Window Security Bars
- Quick Release Mechanism on Bedroom Windows
- Water-Conserving Plumbing Fixtures

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)

DS

Buyer's Initials (CM) (XW)

Seller's Initials (DR) (SB)

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TDS REVISED 4/14 (PAGE 1 OF 3)

Reviewed by _____

Date _____



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

Property Address: 6889 Rochelle Ave, Newark, 94560Date: December 13, 2017

- 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/Seplics Other Structural Components
 (Describe: _____)

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

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 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 section 1101.4 of the Civil Code.

- C. Are you (Seller) aware of any the following:

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

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): #2 fence

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

Buyer's Initials (DS) (DS) (CM) (XW)

Seller's Initials (DS) (JB)

TDS REVISED 4/14 (PAGE 2 OF 3)

Reviewed by _____ Date _____

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 2 OF 3)

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Property Address: 6889 Rochelle Ave, Newark, 94560 Date: December 13, 2017
 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 Ravi Batra Date 12/13/2017
Ravi Batra
 Seller Seema Batra Date 12/13/2017
Seema Batra

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) Timothy Crofton Real Estate By _____ Date _____
 (Please Print) (Associate Licensee or Broker Signature) Timothy Crofton

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) Realty One Group-world Properties DocuSigned by: Lihong Zhong Date 12/20/2017
 (Please Print) (Associate Licensee or Broker Signature) 042E2C5BFFC4495...

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. DocuSigned by:
 Seller Ravi Batra Date 12/13/2017 Buyer Chenlin Yu Date 12/21/2017
 Seller Seema Batra Date 12/13/2017 Buyer Xin Wen Date 12/21/2017
Seema Batra FD4EE58B4C05434...
Xin Wen FD4EE58B4C05434...

Agent (Broker Representing Seller) Timothy Crofton Real Estate By _____ Date _____
 (Please Print) (Associate Licensee or Broker Signature) Timothy Crofton

Agent (Broker Obtaining the Offer) Realty One Group-world Properties DocuSigned by: Lihong Zhong Date 12/20/2017
 (Please Print) (Associate Licensee or Broker Signature) 042E2C5BFFC4495...

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

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

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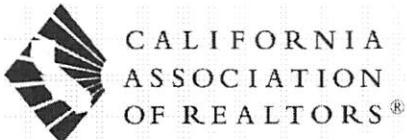


Reviewed by _____ Date _____

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SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 12/16)

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

**I. Seller makes the following disclosures with regard to the real property or manufactured home described as
6889 Rochelle Ave, Assessor's Parcel No. 92A-610-8,**

situated in Newark, County of Alameda California ("Property").

II. 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 agent(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.

III. 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.

IV. 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.

V. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." Explain any "Yes" answers in the space provided or attach additional comments and check section VI.

A. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:

ARE YOU (SELLER) AWARE OF...

1. Within the last 3 years, the death of an occupant of the Property upon the Property [] Yes [] No
2. 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
3. The release of an illegal controlled substance on or beneath the Property [] Yes [] No
4. 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.)
5. Whether the Property is affected by a nuisance created by an "industrial use" zone [] Yes [] No
6. Whether the Property is located within 1 mile of a former federal or state ordnance location. [] Yes [] No
(In general, an area once used for military training purposes that may contain potentially explosive munitions.)
7. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision. [] Yes [] No
8. Insurance claims affecting the Property within the past 5 years [] Yes [] No
9. Matters affecting title of the Property [] Yes [] No
10. Material facts or defects affecting the Property not otherwise disclosed to Buyer [] Yes [] No
11. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code Section 1101.3 [] Yes [] No

Explanation, or [] (if checked) see attached; _____

Buyer's Initials

DS
CM) DS
XW)

Seller's Initials

MR (SB)



Property Address: **6889 Rochelle Ave, Newark, 94560**Date: **December 13, 2017****B. REPAIRS AND ALTERATIONS:**

1. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) Yes No
2. 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
3. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) Yes No
4. Any part of the Property being painted within the past 12 months Yes No
5. If this is a pre-1978 Property, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces completed in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule Yes No

Explanation: *1) See attached addendum**4) New interior paint throughout the house.***C. STRUCTURAL, SYSTEMS AND APPLIANCES:**

ARE YOU (SELLER) AWARE OF...

1. 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
2. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank (s) Yes No
3. An alternative septic system on or serving the Property Yes No

Explanation: _____

D. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

ARE YOU (SELLER) AWARE OF...

1. 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

Explanation: _____

E. WATER-RELATED AND MOLD ISSUES:

ARE YOU (SELLER) AWARE OF...

1. Water intrusion 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
2. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property Yes No
3. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood Yes No

Explanation: _____

F. PETS, ANIMALS AND PESTS:

ARE YOU (SELLER) AWARE OF...

1. Pets on or in the Property Yes No
2. Problems with livestock, wildlife, insects or pests on or in the Property Yes No
3. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above Yes No
4. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above. If so, when and by whom _____

Explanation: _____

Buyer's Initials

DS
CU ()
 DS
XW

Seller's Initials

PA ()
 SB

SPQ REVISED 12/16 (PAGE 2 OF 4)

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 2 OF 4)Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

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Property Address: **6889 Rochelle Ave, Newark, 94560**Date: **December 13, 2017****G. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:**

1. Surveys, easements, encroachments or boundary disputes [] Yes [] No
2. 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
3. Use of any neighboring property by you [] Yes [] No

Explanation: _____

ARE YOU (SELLER) AWARE OF...

- [] Yes [] No
- [] Yes [] No
- [] Yes [] No

H. LANDSCAPING, POOL AND SPA:

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

Explanation: _____

ARE YOU (SELLER) AWARE OF...

- [] Yes [] No
- [] Yes [] No
- [] Yes [] No
- [] Yes [] No
- [] Yes [] No

I. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS:**ARE YOU (SELLER) AWARE OF...**

1. 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
2. Any declaration of restrictions or Architectural Committee that has authority over improvements made on or to the Property [] Yes [] No
3. Any improvements made on or to the Property without the required approval of an Architectural Committee or inconsistent with any declaration of restrictions or Architectural Committee requirement [] Yes [] No

Explanation: _____

J. TITLE, OWNERSHIP LIENS, AND LEGAL CLAIMS:**ARE YOU (SELLER) AWARE OF...**

1. Any other person or entity on title other than Seller(s) signing this form [] Yes [] No
2. Leases, options or claims affecting or relating to title or use of the Property [] Yes [] No
3. 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
4. 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
5. 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
6. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill? [] Yes [] No

Explanation: _____

K. NEIGHBORHOOD:**ARE YOU (SELLER) AWARE OF...**

1. 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,

Buyer's Initials

(DS)
(CU)

Seller's Initials

(DS)
(SB)

SPQ REVISED 12/16 (PAGE 3 OF 4)

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 3 OF 4)Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

1901 Sioux Dr



Property Address: **6889 Rochelle Ave, Newark, 94560**Date: **December 13, 2017**

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

Explanation: _____

L. GOVERNMENTAL:**ARE YOU (SELLER) AWARE OF...**

1. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property [] Yes [] No
2. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property [] Yes [] No
3. Existing or contemplated building or use moratoria that apply to or could affect the Property [] Yes [] No
4. 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
5. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals [] Yes [] No
6. 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
7. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property [] Yes [] No
8. Whether the Property is historically designated or falls within an existing or proposed Historic District [] Yes [] No
9. 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

Explanation: _____

M. OTHER:**ARE YOU (SELLER) AWARE OF...**

1. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents, pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller. [] Yes [] No
(If yes, provide any such documents in your possession to Buyer.)
2. Any occupant of the Property smoking on or in the Property. [] Yes [] No
3. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer [] Yes [] No

Explanation: _____

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

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

Seller

*Xin R - hi*Ravi Batra Date **December 13, 2017**

Seller

*Seema Batra*Seema Batra Date **December 13, 2017**

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

Buyer

Chenlin Ye

DocuSigned by:

*Xin Wen*Date **12/21/2017**Date **12/21/2017**

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SPQ REVISED 12/16 (PAGE 4 OF 4)

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 4 OF 4)Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

1901 Sioux Dr



ADDENDUM TO SELLER PROPERTY QUESTIONNAIRE

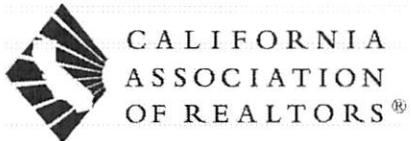
For

6889 Rochelle Ave, Newark, CA 94560

1. Hard wire smoke detectors and carbon monoxide detector - 2017
2. Ceiling lights in all the room - 2017
3. Moisture detector in bathrooms – 2017
4. New flooring in entire house – 2017
5. Both full bathrooms completely remodeled – 2017
6. New closets and closet doors – 2017
7. Double pane windows and new blinds in whole house - 2017
8. Kitchen completely remodeled with granite counter and new appliances and cabinets – 2017
9. New water and heating unit – 2017
10. All new interior doors – 2017
11. Copper plumbing in whole house approx. in 2009 due to old pipes leaked

Seller: Rakesha
Seller: Seema Batra
Date: 12/13/17

Buyer: Chenlin Ye DocuSigned by:
FD4EE58B4C05434
Buyer: Xin Wen DocuSigned by:
FD4EE58B4C05434...
Date: 12/21/2017



**REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE
(FOR SELLER REPRESENTATIVES)**
(C.A.R. Form RCSD-S, Revised 6/16)

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

This is a disclosure to the Purchase Agreement, Listing Agreement, Other _____ dated _____, ("Agreement"), for the property known as **6889 Rochelle Ave** ("Property"), between _____ ("Buyer", Listing Broker) and **Ravi Batra, Seema Batra** ("Seller").

If a trust, identify Seller as the trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3.). Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Seller.

1. A. **TRUST:** (1) The Property is held in trust pursuant to a trust document, titled (Full name of Trust) **RAVI BATRA OR SEEMA BATRA, CO-TRUSTEES OR THEIR SUCCESSORS IN TRUST, UNDER THE BATRA FAMILY TRUST, DATED JUNE 9th, 1999 AND ANY AMENDMENTS THERETO** dated _____.

(2) The person(s) signing below is/are Sole/Co/Successor Trustee(s) of the Trust.

B. **ENTITY:** Seller is a Corporation, Limited Liability Company, Partnership Other: _____ which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf. An authorizing resolution of the applicable body of the entity described above is is not attached.

C. **POWER OF ATTORNEY:** Seller ("Principal") has authorized the person(s) signing below ("Attorney-In-Fact", "Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Power of Attorney (Specific Power of Attorney for the Property), dated _____. This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used.

D. **ESTATE:** (1) Seller is an estate, conservatorship, or guardianship identified by Superior Court Case name as _____, Case # _____. (2) The person(s) signing below is/are court approved representatives (whether designated as Sole or Co-Executor, Administrator, Conservator, Guardian) of the estate, conservatorship or guardianship identified above.

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

Seller:

By **Ravi Batra** Date: **12-13-17**
(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)

(Print Representative Name) **RAVI BATRA** Title: **Trustee**

By **Seema Batra** Date: **12/13/17**
(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)

(Print Representative Name) **SEEMA BATRA** Title: **Trustee**

Acknowledgement of Receipt By Other Party:

(Listing Broker) **Timothy Crofton Real Estate**

By _____ Date: _____

(Buyer) **Chenlin Ye** Date: **12/21/2017**
(Print Buyer Name) **Chenlin Ye** DocuSigned by: **FD4EE58B4C05434...**

(Buyer) **Xin Wen** Date: **12/21/2017**
(Print Buyer Name) **Xin Wen** DocuSigned by: **FD4EE58B4C05434...**

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RCSD-S REVISED 6/16 (PAGE 1 OF 1)

REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (RCSD-S PAGE 1 OF 1)





SELLER'S AFFIDAVIT OF NONFOREIGN STATUS (FIRPTA)

(Use a separate form for each Transferor)
(C.A.R. Form AS, Revised 6/17)

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 (but not the Seller's agent) responsible for closing the transaction, or (ii) the Buyer's agent.

2. SELLER'S INFORMATION:

A. PROPERTY ADDRESS (property being transferred): 6889 Rochelle Ave

B. TRANSFEROR'S NAME: Ravi Batra ("Property")

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.

D. EXEMPTION CLAIMED: I, the undersigned, declare under penalty of perjury that, for the reason checked below, if any, I am exempt (or if signed on behalf of an Entity Transferor, the Entity is exempt) from the federal withholding law (FIRPTA):

(For individual Transferors) I am not a nonresident alien for purposes of U.S. income taxation.

(For corporation, partnership, limited liability company, trust and estate Transferors) 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.

3. QUALIFIED SUBSTITUTE OR DIRECT DELIVERY TO BUYER:

A. TRANSFEROR'S USE OF QUALIFIED SUBSTITUTE (TITLE OR ESCROW) TO SATISFY FIRPTA

(i) 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.

(ii) Qualified Substitute and listing Broker shall NOT provide the information in paragraph 3B to Buyer.

OR B. TRANSFEROR ADDITIONAL INFORMATION DIRECT TO BUYER: If this paragraph is checked, Seller shall complete the information below and provide a completed form to Buyer.

(i) Social Security No., or Federal Employer Identification No. (TIN) _____

(ii) Address _____
(Use HOME address for individual transferors. Use OFFICE address for an "Entity" i.e.: corporations, partnerships, limited liability companies, trusts and estates.)

(iii) Telephone Number _____

4. 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 Ravi Batra

Date 12-13-2017

(Transferor's Signature) (Indicate if you are signing as the grantor of a revocable/grantor trust.)

Ravi Batra

Typed or printed name

Title (If signed on behalf of Entity Transferor)

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

Buyer Chunlin Yu DocuSigned by: _____ Date 12/21/2017

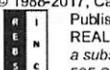
(Buyer acknowledges receipt of a Copy of this Seller's Affidavit) FD4EE58B4C05434

Buyer Xin Wen DocuSigned by: _____ Date 12/21/2017

(Buyer acknowledges receipt of a Copy of this Seller's Affidavit) FD4EE58B4C05434

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 an attorney, certified public accountant, or other professional tax advisor, the Internal Revenue Service, or the California Franchise Tax Board.

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SELLER'S AFFIDAVIT OF NONFOREIGN STATUS AND CALIFORNIA WITHHOLDING (AS PAGE 1 OF 2)

Timothy Crofton Real Estate Inc., 43213 Mission Blvd. Fremont, CA 94539
Timothy Crofton

Phone: 510.657.6000
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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
- (2) Has a tax home in a foreign country and has a closer connection to that country than to the U.S.

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.

Buyer's Initials (CG) (XW)

Seller Initials (HW)

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AS REVISED 6/17 (PAGE 2 OF 2)

Reviewed by _____ Date _____

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, Revised 6/17)

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 (but not the Seller's agent) responsible for closing the transaction, or (ii) the Buyer's agent.

2. SELLER'S INFORMATION:

A. PROPERTY ADDRESS (property being transferred): 6889 Rochelle Ave

B. TRANSFEROR'S NAME: Seema Batra ("Property")

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.

D. EXEMPTION CLAIMED: I, the undersigned, declare under penalty of perjury that, for the reason checked below, if any, I am exempt (or if signed on behalf of an Entity Transferor, the Entity is exempt) from the federal withholding law (FIRPTA):

[] (For individual Transferors) I am not a nonresident alien for purposes of U.S. income taxation.

[] (For corporation, partnership, limited liability company, trust and estate Transferors) 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.

3. QUALIFIED SUBSTITUTE OR DIRECT DELIVERY TO BUYER:

A. TRANSFEROR'S USE OF QUALIFIED SUBSTITUTE (TITLE OR ESCROW) TO SATISFY FIRPTA

(i) 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.

(ii) Qualified Substitute and listing Broker shall NOT provide the information in paragraph 3B to Buyer.

OR B. [] TRANSFEROR ADDITIONAL INFORMATION DIRECT TO BUYER: If this paragraph is checked, Seller shall complete the information below and provide a completed form to Buyer.

(i) Social Security No., or Federal Employer Identification No. (TIN) _____

(ii) Address _____
(Use HOME address for individual transferors. Use OFFICE address for an "Entity" i.e.: corporations, partnerships, limited liability companies, trusts and estates.)

(iii) Telephone Number _____

4. 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 Seema Batra

Date 12/13/17

(Transferor's Signature) (Indicate if you are signing as the grantor of a revocable/grantor trust.)

Seema Batra

Typed or printed name

Title (If signed on behalf of Entity Transferor)

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

Buyer Chunlin Yu DocuSigned by: _____ Date 12/21/2017

(Buyer acknowledges receipt of a Copy of this Seller's Affidavit) FD4EE58B4C05434...

Buyer Xin Wen DocuSigned by: _____ Date 12/21/2017

(Buyer acknowledges receipt of a Copy of this Seller's Affidavit) FD4EE58B4C05434...

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 an attorney, certified public accountant, or other professional tax advisor, the Internal Revenue Service, or the California Franchise Tax Board.

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SELLER'S AFFIDAVIT OF NONFOREIGN STATUS AND CALIFORNIA WITHHOLDING (AS PAGE 1 OF 2)

Timothy Crofton Real Estate Inc., 43213 Mission Blvd. Fremont, CA 94539
Timothy Crofton

Phone: 510.657.6000

Fax: 510.657.6050

1901 Sioux Dr

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Reviewed by _____ Date _____



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
- (2) Has a tax home in a foreign country and has a closer connection to that country than to the U.S.

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.

Buyer's Initials CL XW

Seller Initials SB

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AS REVISED 6/17 (PAGE 2 OF 2)

Reviewed by _____ Date _____

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

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1901 Sioux Dr





MARKET CONDITIONS ADVISORY (C.A.R. Form MCA, Revised 11/11)

1. MARKET CONDITIONS: Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or "hot" real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or "cool" market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these "distressed" property sales and listings into consideration when valuing property. In light of the real estate market's cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.

2. BUYER CONSIDERATIONS:

A. OFFERING PRICE: AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: (i) If your offer is accepted, the property's value may not increase and may even decrease. (ii) If your offer is accepted, you may have "Buyer's remorse" that you paid too much. (iii) If your offer is rejected there can be no guarantee that you will find a similar property at the same price. (iv) If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.

B. NON-CONTINGENT OFFERS: Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: (i) the Buyer cannot obtain a loan; (ii) is dissatisfied with the property's condition after an inspection; or (iii) if the property does not appraise at a certain value. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a "hot" market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:

(1)LOAN CONTINGENCY: If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.

(2)APPRAISAL CONTINGENCY: If your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.

Buyer's Initials (CL) (XW)

Seller's Initials (ML) (JB)

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MCA REVISED 11/11 (PAGE 1 OF 2)

Reviewed by _____ Date _____



MARKET CONDITIONS ADVISORY (MCA PAGE 1 OF 2)

Property Address: **6889 Rochelle Ave, Newark, 94560**

Date: _____

3. INSPECTION 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 inspection contingency. However, even if you make an offer without an inspection contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.

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

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.

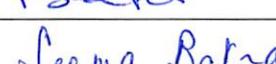
D. MULTIPLE OFFERS: At times Buyers may write offers on more than one property even though the Buyer intends to purchase only one. This may occur in a short sale when the approval process can take a considerable amount of time. While it is not illegal to make offers on multiple properties with intent to purchase only one, the Buyer can be obligated to many Sellers if more than one accepts the Buyer's offers. 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, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract.

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.

DocuSigned by:

Buyer		Date	12/21/2017
Buyer		Date	12/21/2017
Seller		Date	December 13, 2017
Seller		Date	December 13, 2017

Seema Batra

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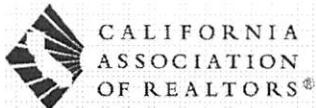
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MCA 11/11 (PAGE 2 OF 2)

MARKET CONDITIONS ADVISORY (MCA PAGE 2 OF 2)

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1901 Sioux Dr



**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM
For Pre-1978 Housing Sales, Leases, or Rentals**
(C.A.R. Form FLD, Revised 11/10)

The following terms and conditions are hereby incorporated in and made a part of the: California Residential Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, or Other: _____, dated _____, on property known as: _____ ("Property") in

which _____ is referred to as Buyer or Tenant and _____ is referred to as Seller or Landlord.

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

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

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

1. SELLER'S OR LANDLORD'S DISCLOSURE

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

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant:

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

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

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

R. Batra 12/13/2017

Seller or Landlord *Ravi Batra*

Date

S. Batra 12/13/2017

Date

Seller or Landlord *Seema Batra*

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Buyer's/Tenant's Initials () ()	Reviewed by	Date
<i>CB</i>				
<i>XW</i>				



FLD REVISED 11/10 (PAGE 1 OF 2)

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

Property Address: 6889 Rochelle Ave, Newark, 94560 Date _____**2. LISTING AGENT'S ACKNOWLEDGMENT**

Agent has informed Seller or Landlord of Seller's or Landlord'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.

Timothy Crofton Real Estate
 (Please Print) Agent (Broker representing Seller or Landlord) By _____ Associate-Licensee or Broker Signature _____ Date _____
Timothy Crofton

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in 1 above and the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety." If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.

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

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

DocuSigned by:
Chenlin He
 Buyer or Tenant
 FD4EE58B4C05434...

12/21/2017
 Date

DocuSigned by:
Xin Wen
 Buyer or Tenant
 FD4EE58B4C05434...

12/21/2017
 Date

4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord'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.

Realty One Group-world Properties
 Agent (Broker obtaining the Offer)

DocuSigned by:
 By Lilong Zhong
 Associate-Licensee or Broker Signature
 042E2C5BFFC4498...

12/20/2017
 Date

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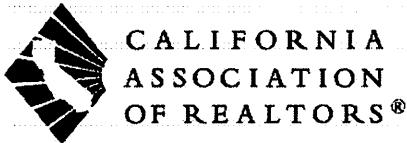
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**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (FLD PAGE 2 OF 2)**

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1901 Sioux Dr



6889 Rochelle Ave

Property Address Newark, 94560

STATEWIDE BUYER AND SELLER ADVISORY
(This Form Does Not Replace Local Condition Disclosures.
Additional Addenda May Be Attached to This Advisory)
(C.A.R. Form SBSA, Revised 1/16)

Date December 13, 2017

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.
- 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 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.
- The terms of the purchase agreement and any counter offers and addenda establish your rights and responsibilities.

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.
- The terms of the Agreement establish your rights and responsibilities.

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.
- Any written agreement between a Broker and either Buyer or Seller or both establishes the rights and responsibilities of those parties.

1. 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 have expertise in these areas. 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.

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SBSA REVISED 1/16 (PAGE 1 OF 12)**STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 1 OF 12)**

Property Address:**6889 Rochelle Ave, Newark, 94560**Date: **December 13, 2017**

2. 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. Brokers do not have expertise in this area. Standard title insurance does not insure the boundaries of the Property. If Buyer wants information about the exact square footage, lot size or location of Property corners or boundaries, Broker recommends that Buyer hire an appraiser or licensed surveyor to investigate these matters or to prepare a survey of the property during Buyer's inspection contingency period.

3. 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. Brokers do not have expertise in this area. 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.

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. Brokers do not have expertise in this area. 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).

5. 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, pcb's, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, or other materials may adversely affect the Property and the health of individuals who live on or work at the property as well as pets. 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. Brokers do not have expertise in this area. 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."

6. 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. Buyer and Seller are advised to consult an appropriate professional.

7. 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



Property Address:**6889 Rochelle Ave, Newark, 94560**Date: **December 13, 2017**

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. Brokers do not have expertise in this area. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants."

8. 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.

9. 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.

10. 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. Brokers do not have expertise in this area. 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.

11. 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,

Property Address: **6889 Rochelle Ave, Newark, 94560**Date: **December 13, 2017**

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.

12. 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. Brokers do not have expertise in this area. 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.

13. 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.

14. EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES: Buyer and Seller are advised that California Public Resources Code Sections 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. Brokers do not have expertise in this area. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones.

15. 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 Section 4136 and California Government Code Sections 51178 and 51183.5, and may use a research company to aid in the process. Owners of property may be assessed a fire prevention fee on each structure on each parcel in such zones. The fee may be adjusted annually commencing July 1, 2013. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Brokers do not have expertise in this area. Buyer is advised that there is a potential for fires even outside designated zones.

16. 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 Section 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. Brokers do not have expertise in this area. Buyer is advised that there is a potential for flooding even outside designated zones.

17. 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.

SBSA REVISED 1/16 (PAGE 4 OF 12)

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1901 Sioux Dr



Property Address:**6889 Rochelle Ave, Newark, 94560**Date: **December 13, 2017**

18. 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. 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 of the Property, its development and size. 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.

19. 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.

20. 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. In particular, changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC). 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 <http://www.energy.ca.gov/title24/changeout>. Home warranty policies may not cover such inspections or repairs. The phase out of the use of R-22 Freon will have an impact on repairs and replacement of existing air conditioning units and heat pumps. More information is available from the Environmental Protection Agency at <http://www.epa.gov/ozone/title6/phaseout/22phaseout.html>. 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://www1.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.

21. 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.

22. 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.

SBSA REVISED 1/16 (PAGE 5 OF 12)

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1901 Sioux Dr



Property Address:**6889 Rochelle Ave, Newark, 94560**Date: **December 13, 2017**

23. 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.

24. 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.

25. 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 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. Brokers do not have expertise in this area. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements.

26. 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 low-flow toilets and showerheads, gas shut-off valves, and tempered glass. Brokers do not have expertise in this area. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance.

27. 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.

28. NEIGHBORHOOD, AREA, PERSONAL FACTORS, 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. 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 <http://cahighspeedrail.ca.gov>. The State of California has long-standing no smoking laws in place restricting smoking in most business and some public spaces. Local jurisdictions may enact laws that are more restrictive than state law. Many California cities have enacted restrictions on smoking in parks, public sidewalks, beaches and shopping areas. Some jurisdictions have restrictions entirely banning smoking inside privately owned apartments and condominiums as well as in the common areas of such structures, or limiting smoking to certain designated areas. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions.

SBSA REVISED 1/16 (PAGE 6 OF 12)

STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 6 OF 12)Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

1901 Sioux Dr



Property Address:**6889 Rochelle Ave, Newark, 94560**Date: **December 13, 2017**

29. 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.

30. MARIJUANA 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's medical marijuana law is 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" (http://ag.ca.gov/cms_attachments/press/pdfs/n1601_medicalmarijuanaguidelines.pdf) and the U.S. Department of Justice memo regarding marijuana prosecutions at <http://www.justice.gov/opa/documents/medical-marijuana.pdf>. 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.

31. 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 SSD). 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 Association Insurance. 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.

32. 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 escrows provide the following notice to borrowers:

"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."

SBSA REVISED 1/16 (PAGE 7 OF 12)

STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 7 OF 12)

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1901 Sioux Dr



Property Address:6889 Rochelle Ave, Newark, 94560Date: December 13, 2017

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 and by the CFPB.

33. 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.

34. 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 on 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.

35. 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 Section 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. Brokers do not have expertise in this area.

36. 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 the property for the amount owed plus interest. The 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. purchase agreement, 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.

37. SOLAR PANEL LEASES: 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. Buyers are given a contingency right to investigate the solar related system and documentation and assume any lease. Should a solar panel or power system be on the Property, Buyers should determine if the system is leased or owned. 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.

38. HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"); CHARGING STATIONS; FHAVA 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.

SBSA REVISED 1/16 (PAGE 8 OF 12)

STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 8 OF 12)

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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.

39. 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.

40. 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 Section 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.

41. 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 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 Saferproducts.gov which allows a Buyer to search by product type or product name. Buyers may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyers satisfy themselves regarding recalled or defective products. Brokers do not have expertise in this area and Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit.

42. RENTAL PROPERTY RESTRICTIONS: Buyer and Seller are advised that some cities and counties impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property and the right of a landlord to terminate a tenancy and the costs to do so. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority during Buyer's inspection contingency period. Brokers do not have expertise in this area.

43. 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.

44. 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.

SBSA REVISED 1/16 (PAGE 9 OF 12)

STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 9 OF 12)

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45. INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA: Buyer and Seller are advised that Broker may employ a service to provide a "virtual tour" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. Neither the service provider nor Brokers have control over who will obtain access to such services 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. 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 Brokers have no control over how long the information concerning the Property will be available on the Internet or through social media. Brokers do not have expertise in this area.

46. ESCROW FUNDS: Buyer and Seller are advised that California Insurance Code Section 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.

47. 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.

48. NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL: 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 of Your 'Supplemental' Property Tax Bill" 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. 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.

49. NON CONFIDENTIALITY OF OFFERS: Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer, unless all parties and their agent have signed a written confidentiality agreement (such as C.A.R. Form CND). Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller.

50. FIRPTA/CALIFORNIA WITHHOLDING: Buyer and Seller are advised that: (i) Internal Revenue Code Section 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 paid 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 Section 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.

SBSA REVISED 1/16 (PAGE 10 OF 12)

STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 10 OF 12)

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1901 Sioux Dr



Property Address:**6889 Rochelle Ave, Newark, 94560**Date: **December 13, 2017**

51. 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 RID). 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.

52. 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-CA: (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.

53. 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.

54. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 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 www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

55. DEATH ON THE PROPERTY: California Civil Code Section 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. Section 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.

56. ELECTRONIC SIGNATURES: The ability to use electronic signatures to sign legal documents is a great convenience, facilitating the ability to send and receive documents and reach agreement in a real estate transaction. However, Buyers and Sellers are cautioned to carefully read each provision. Arrows indicating "sign here" are merely there for the convenience of finding the next signature line. Only sign if you consent to the terms provided in the document. Brokers strongly advise Buyers and Sellers to read the entire document before signing even if they have reviewed an earlier draft. Do not just scroll through or skip to the next signature line. You are signing a legally binding agreement. Read it carefully. Ask your Broker, Agent or legal advisor if you have questions or do not understand a provision, and sign only if you agree to be bound by the terms.

Property Address: **6889 Rochelle Ave, Newark, 94560**Date: **December 13, 2017****57. LOCAL ADDENDA (IF CHECKED):**

The following local disclosures or addenda are attached:

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

Buyer and Seller acknowledge and agree that Brokers: (i) do not decide what price Buyer should pay or Seller should accept; (ii) do not guarantee the condition of the Property; (iii) do not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) do not have any obligation to conduct an inspection of common areas or areas off the site of the Property (v) shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Brokers; (vi) shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

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

BUYER Chenlin Ye DocuSigned-by: _____ Date 12/21/2017
 FD4EE58B4C05434

BUYER Xin Wen DocuSigned-by: _____ Date 12/21/2017
 FD4EE58B4C05434...

(Address)

SELLER Ravi Batra Date 12-13-2017
 SELLER Seema Batra Date 12/13/17
 FD4EE58B4C05434...

(Address)

Real Estate Broker (Selling Firm) Realty One Group-World Properties Cal BRE Lic. # 01452159
 By Lihong Zhong Cal BRE Lic. # 01349271 Date 12/20/2017

Address 19450 Stevens Creek Blvd #200, Cupertino, CA 95014 State _____ Zip _____
 Telephone 408-930-5628 Fax 408-519-6794 Email lesliezhong@gmail.com

Real Estate Broker (Listing Firm) Timothy Crofton Real Estate Cal BRE Lic. # 01773838
 By Timothy Crofton Cal BRE Lic. # 01168239 Date _____

Address 43213 Mission Blvd City Fremont State CA Zip 94539

Telephone (510)657-6000 Fax (510)657-6050 Email timothy@timothycrofton.com

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**WATER HEATER AND SMOKE DETECTOR
STATEMENT OF COMPLIANCE**
(C.A.R. Form WHSD, Revised 11/10)

Property Address: 6889 Rochelle Ave, Newark, 94560

NOTE: 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/Landlord	<u>Ravi Batra</u> (Signature)	Ravi Batra (Print Name)	Date <u>12/13/2017</u>
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Seller/Landlord	<u>Seema Batra</u> (Signature)	Seema Batra (Print Name)	Date <u>12/13/2017</u>
-----------------	-----------------------------------	-----------------------------	------------------------

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer/Tenant	<u>Chenlin Ye</u> (Signature)	Chenlin Ye (Print Name)	Date <u>12/21/2017</u>
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Buyer/Tenant	<u>Xin Wen</u> (Signature)	Xin Wen (Print Name)	Date <u>12/21/2017</u>
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SMOKE DETECTOR 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 detector, 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 detector in each sleeping room.
- LOCAL REQUIREMENTS:** Some local ordinances impose more stringent smoke detector requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable smoke detector 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 detectors. 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 detector 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 detector(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/Landlord	<u>Ravi Batra</u> (Signature)	Ravi Batra (Print Name)	Date <u>12/13/2017</u>
-----------------	----------------------------------	----------------------------	------------------------

Seller/Landlord	<u>Seema Batra</u> (Signature)	Seema Batra (Print Name)	Date <u>12/13/2017</u>
-----------------	-----------------------------------	-----------------------------	------------------------

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

Buyer/Tenant	<u>Chenlin Ye</u> (Signature)	Chenlin Ye (Print Name)	Date <u>12/21/2017</u>
--------------	----------------------------------	----------------------------	------------------------

Buyer/Tenant	<u>Xin Wen</u> (Signature)	Xin Wen (Print Name)	Date <u>12/21/2017</u>
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WHSD REVISED 11/10 (PAGE 1 OF 1)

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



WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR NOTICE

(C.A.R. Form WCMD, 12/16)

Property Address: 6889 Rochelle Ave, Newark, 94560

1. WATER-CONSERVING PLUMBING FIXTURES

A. INSTALLATION:

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

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

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

2. CARBON MONOXIDE DETECTORS:

A. INSTALLATION:

- (1). **Requirements:** California law (Health and Safety Code §§13260 to 13263 and 17296 to 17296.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed and that all other types of dwelling units intended for human occupancy have carbon monoxide detectors installed on or before January 1, 2013. The January 1, 2013 requirement applies to a duplex, lodging house, dormitory, hotel, condominium, time-share and apartment, among others.

- (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 Mobile home 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.

Buyer/Tenant Initials (CJ) (XW)

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WCMD 12/16 (PAGE 1 OF 2)

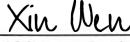
Seller/Landlord Initials (R) (SB)

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

Property Address: 6889 Rochelle Ave, Newark, 94560

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

The undersigned hereby acknowledge(s) receipt of a copy of this Water-Conserving Plumbing Fixtures and Carbon Monoxide Detector Notice.

Seller/Landlord		Ravi Batra	Date <u>12/13/2017</u>
	(Signature)	(Print Name)	
Seller/Landlord		Seema Batra	Date <u>12/13/2017</u>
	(Signature)	(Print Name)	
Buyer/Tenant		Chenlin Ye	Date <u>12/21/2017</u>
	(Signature)	(Print Name)	
Buyer/Tenant		xin wen	Date <u>12/21/2017</u>
	(Signature)	(Print Name)	

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 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____



WCMD 12/16 (PAGE 2 OF 2)

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



**WIRE FRAUD AND ELECTRONIC FUNDS
TRANSFER ADVISORY**
(C.A.R. Form WFA, Revised 12/17)

Property Address: **6889 Rochelle Ave, Newark, 94560** ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

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

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

ACCORDINGLY, YOU ARE ADVISED:

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

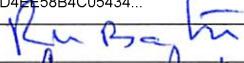
If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant		DocuSigned by:	Date 12/21/2017
Buyer/Tenant		Xin Wen	Date 12/21/2017
Seller/Landlord		FD4EE58B4C05434...	Ravi Batra Date 12/13/2017
Seller/Landlord		FD4EE58B4C05434...	Seema Batra Date 12/13/2017

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WFA REVISED 12/17 (PAGE 1 OF 1)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)



Visit Us on our Website: www.fntic.com



Fidelity National Title Company

ISSUING OFFICE: 2150 John Glenn Drive, Suite 400, Concord, CA 94520

FOR SETTLEMENT INQUIRIES, CONTACT:

Fidelity National Title Company
39650 Liberty Street, Suite 140 • Fremont, CA 94538
(510)897-2800 • FAX (510)656-1072

Another Prompt Delivery From Fidelity National Title Company Title Department
Where Local Experience And Expertise Make A Difference

PRELIMINARY REPORT

Title Officer:
Email:
Title No.: FAMC-0351701696

Escrow Officer: Valerie Tavares
Email: valerie.tavares@fnf.com
Escrow No.: FAMC-0351701696 -VT

TO: Timothy Crofton Real Estate
43213 Mission Blvd.
Fremont, CA 94539
Attn: Timothy Crofton

PROPERTY ADDRESS(ES): 6889 Rochelle Avenue, Newark, CA

EFFECTIVE DATE: November 16, 2017 at 07:30 AM

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

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

A FEE

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

Ravi Batra or Seema Batra, Co-Trustees or their Successors in Trust, under the Batra Family Trust, dated June 9th, 1999 and any amendments thereto

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

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

RECEIVED
BUYER/SELLER
DocuSigned by:
 Chenlin Ye

FD4EE58B4C05434...

DATE 12/21/2017

RECEIVED
BUYER/SELLER
DocuSigned by:
 Xin Wen

FD4EE58B4C05434...

DATE 12/21/2017

Receipt for Earthquake Safety and Environmental Hazard Guide

To Whom It May Concern:

I have received a copy of "The Homeowner's Guide to Earthquake Safety and Environmental Hazards" which includes the Federal "Protect Your Family From Lead" booklet, as well as Chapter VII, Mold.

Property Address 6889 ROCHELLE AVE, NEWARK, CA 94560

Date 12/13/2017 Time _____

Seller Ravi Batra - Seema Batra RAVI BATRA SEEMA BATRA
Print Name

Broker _____
Print Name

Listing Agent _____
Print Name

Date 12/20/2017

Selling Agent Lihong Zhong
DocuSigned by:
042E2C5BFFC4495... DocuSigned by:
Buyer Chenlin Ye Xin Wen
DocuSigned by: FD4EE58B4C05434... DocuSigned by: FD4EE58B4C05434...

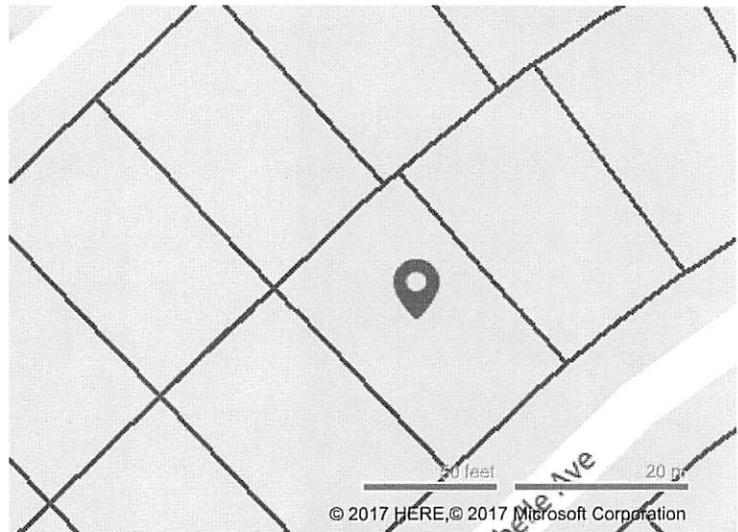
Lihong Zhong
Print Name
Chenlin Ye xin wen
Print Name

NOTE: This is a receipt for the combined "The Homeowner's Guide to Earthquake Safety and Environmental Hazards" which includes the Federal "Protect Your Family From Lead" booklet, and Chapter VII, Mold. For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-14 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure, and Acknowledgment).



No Images Available

Monday, December 11, 2017

**LOCATION**

Property Address 6889 Rochelle Ave
Newark, CA 94560-1650

Subdivision

Carrier Route C034

County Alameda County, CA

GENERAL PARCEL INFORMATION

APN/Tax ID 92A-610-8

Alt. APN 092A-0610-008

Account Number

Tax Area 11-010

2010 Census Trct/Blk 4442/2

Assessor Roll Year 2017

PROPERTY SUMMARY

Property Type Residential

Land Use Single Family Residential

Improvement Type Single Family Residential

Square Feet 1386

of Buildings 1

CURRENT OWNER

Name Batra Ravi Seema Trs

Mailing Address 1901 Sioux Dr
Fremont, CA 94539-6546

Owner Occupied No

SALES HISTORY THROUGH 11/09/2017

Date	Date Recorded	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
6/9/1999	8/3/1999		Batra Ravi & Batra Seema	Batra Ravinder K & Seema	Intrafamily Transfer & Dissolution		99291298

TAX ASSESSMENT

Tax Assessment	2017	Change (%)	2016	Change (%)	2015
Assessed Land	\$123,186.00	\$2,415.00 (2.0%)	\$120,771.00	\$1,814.00 (1.5%)	\$118,957.00
Assessed Improvements	\$118,033.00	\$2,314.00 (2.0%)	\$115,719.00	\$1,738.00 (1.5%)	\$113,981.00
Total Assessment	\$241,219.00	\$4,729.00 (2.0%)	\$236,490.00	\$3,552.00 (1.5%)	\$232,938.00

Exempt Reason

% Improved 49%

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2016			\$3,306.62
2015			\$3,295.02

2014	\$3,201.94
2013	\$3,218.82

MORTGAGE HISTORY

No mortgages were found for this parcel.

FORECLOSURE HISTORY

No foreclosures were found for this parcel.

PROPERTY CHARACTERISTICS: BUILDING**Building #1**

Type	Single Family Residential	Condition	Units	1	
Year Built	1962	Effective Year	1963	Stories	1
BRs	4	Baths	2 F H	Rooms	8
Total Sq. Ft.	1,386				

Building Square Feet (Living Space)**Building Square Feet (Other)****- CONSTRUCTION**

Quality	C	Roof Framing	RECEIVED BUYER/SELLER
Shape		Roof Cover Deck	DocuSigned by:
Partitions		Cabinet Millwork	X Chenlin Yu DocuSigned by:
Common Wall		Floor Finish	X FD4EE58B4C05434...
Foundation		Interior Finish	X Xin Wen DocuSigned by:
Floor System		Air Conditioning	
Exterior Wall		Heat Type	
Structural Framing		Bathroom Tile	
Fireplace		Plumbing Fixtures	

- OTHER**Occupancy** Building Data Source**PROPERTY CHARACTERISTICS: EXTRA FEATURES**

Feature	Size or Description	Year Built	Condition
Garage			

PROPERTY CHARACTERISTICS: LOT

Land Use	Single Family Residential	Lot Dimensions	
Block/Lot		Lot Square Feet	6,300
Latitude/Longitude	37.540208°/-122.048404°	Acreage	0.15

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	Rosie	Road Type	RECEIVED BUYER/SELLER
Electric Source		Topography	X Reena Batra
Water Source		District Trend	X Seema Batra
Sewer Source		School District	
Zoning Code			

Owner Type

LEGAL DESCRIPTION		
Subdivision		
Block/Lot	Tax Area	11-010
Description		

FLOOD ZONE INFORMATION

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date

X Minimal

Area of minimal flood hazard, usually depicted on FIRMAs as
above the 500-year flood level.

060009-06001C0441G 08/03/2009

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Information Deemed Reliable But Not Guaranteed.



City of Newark

Building Inspection Division
37101 Newark Boulevard
Newark, CA 94560

Phone: 510-578-4261
Fax: 510-578-4307

Inspection Results - BLDG

Permit: SFD2017-0417

OWNER BATRA RAVI & SEEMA TRS

Site Address: 6889 Rochelle Ave Newark, CA 94560

The following corrections were noted at the time of inspection. When the corrections are completed, please call 510-578-4261 to schedule an inspection.

Inspection Type: BUILDING FINAL**

Inspection Date: 11/15/2017

Result: PASS

Remarks:

Notes:

12/21/2017

DocuSigned by:
The signature of Chenlin Ye, which is a blue ink-style signature enclosed in a rounded rectangular border.
FD4EE58B4C05434...

DocuSigned by:
The signature of Xin Wen, which is a blue ink-style signature enclosed in a rounded rectangular border.
FD4EE58B4C05434...

Ken Wood
Inspector