LOS RIOS COMMUNITY COLLEGE DISTRICT

P. 916.568.3021
F. 916.561.0574

NOTICE TO BIDDERS
BID # EW27006

Notice is hereby given that the Board of Trustees of the Los Rios Community College District, County of Sacramento, State of California, will receive sealed bid submissions up to and no later than the bid deadline of **12:00 pm (PST) on Wednesday, January 6, 2027. Bids will be publicly opened on the same day at 4:00 p.m.** for the sale of surplus property located at 1410 Ethan Way, Sacramento, CA 95825; further identified as Assessor's Parcel Number (APN) 285-0090-026-0000 ("Ethan Way property") -**Bid # EW27006.** Bid proposals received after this deadline will be rejected as non-responsive.

The bid opening will occur in the Board Room at the Los Rios Community College District Office, 1919 Spanos Court, Sacramento, CA 95825 at 4 p.m. on January 6, 2027.

The Ethan Way property is being sold in an "As-Is" "Where-Is" condition; buyer shall satisfy itself with the condition and nature of the Ethan Way property and may not rely upon any representations from the District, its trustees, employees, agents or volunteers.

Potential bidders may also request access to, a tour of, or additional information about the Ethan Way property directly through the District's designated real estate agent for this transaction – Rich Ellsworth (916) 569-2343 or John Frisch (916) 569-2309, with Newmark Real Estate Services. Due Diligence information is available upon your request to Rich Ellsworth or John Frisch. This information will include: AIRCRE standard offer agreement, Seller's Mandatory Disclosure & Property Information Sheet, Natural Hazard Disclosures, Preliminary Title Report, Color-coded Easement Map, the most recent appraisal, and a sales marketing package.

The bid documents will be available beginning **September 25, 2026** and may be obtained by email request to: khangp@losrios.edu with the Subject of "Bid Request for Ethan Way property". Questions and requests for information must be submitted via email to khangp@losrios.edu no later than ***December 9, 2026 at 12:00 PM (PST)*** and responses will be provided no later than **December 16, 2026 before 2:00 PM (PST)**.

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Bid proposals must be **received** at the Los Rios Community College District Office **no later than Wednesday, January 6, 2027, 12:00 p.m. (PST)** with the Subject of "BID # EW27006 for Ethan Way property" clearly written on the outside envelope. Only bids submitted by or prior to the date and time set forth above shall be considered. Any bids received after January 6, 2027, 12 p.m. (PST) will not be accepted.

Bids must be sent to the address below via registered mail or courier services:

Los Rios CCD
Attn: Chancellor's Office
1919 Spanos Court
Sacramento, CA 95825

Attachments:
- Bid Form
- Board Agenda Item
- Board Resolution
- Newmark Offering Memorandum
- Sample AIR Purchase Contract
- Sample Seller's Mandatory Disclosure Statement
- Sample Property Information Sheet
- Property ID Natural Hazard Disclosure Statement and Summary Report
- Property ID Natural Hazard Disclosure/Earthquake Disclosure
- Preliminary Title Report
- Color-coded Easement Map
- Property Appraisal

LOS RIOS COMMUNITY COLLEGE DISTRICT

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BID FORM
BID# EW27006 Ethan Way property

COMPANY NAME:	
COMPANY ADDRESS:	
PURCHASE PRICE:	

By submitting this bid, I affirm I will meet the requirements in the Purchase and Sale Agreement, Bid Documents, and Los Rios Board Resolution 2026-19, passed by the Board of Trustees at their meeting on September 9, 2026.

*A **Letter of Intent** to purchase the Ethan Way property must accompany this form, along with a certified or cashier's check in the amount of $10,000.00 (ten thousand dollars) made payable to the Los Rios Community College District as Bid Security.*

By signing this form, I attest I have the authority to do so:

Signature	
Title	
Date	

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES **DATE:** September 9, 2026

SUBJECT:	Resolution 2026-19: Authorization of Sale, Minimum Terms, and Bid Process Related to Sale of Surplus Property at 1410 Ethan Way in Sacramento	ATTACHMENT: Yes	
		ENCLOSURE: None	
		STRATEGIC PLAN GOAL(S): 5	
AGENDA ITEM:	Action Item A	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Mario Rodriguez, Executive Vice Chancellor, Finance and Administration	CONSENT/ROUTINE	
		FIRST READING	
APPROVED FOR CONSIDERATION:	Torence Powell, Chancellor	ACTION	X
		INFORMATION	

BACKGROUND:
Education Code section 81360 and Government Code section 54222 provide the procedure the District must follow to sell real property that is no longer needed for school purposes. On May 13, 2026, the Board of Trustees approved the first step of the process to sell the District owned real property at 1410 Ethan Way, Sacramento, CA 95825 (Ethan Way property), Sacramento County Assessor's Parcel Number 285-0090-026-0000. In that meeting, the Board declared the Ethan Way property surplus and authorized the extension of written and published offers to sell the Ethan Way property to other public entities as required by law.

The District extended written offers to purchase the Ethan Way property to the required public entities and published the same in the Sacramento Bee for three successive weeks as required by Education Code section 81363.5 and Government Code section 54222. Any interested public entity was required to notify the District within sixty (60) days of the final published notice. The notification period ended on August 21, 2026, and no public entities expressed an interest in purchasing the Ethan Way property. With no offers from identified public entities, the Education Code now authorizes the District to proceed with the sale of the Ethan Way property in a competitive public bid process.

STATUS:
The next step in the sale of surplus property process requires the Board to declare its intention to sell the Ethan Way property at a public meeting pursuant to Education Code section 81365. This must be done by a resolution adopted by two-thirds (2/3) vote of the Trustees. The resolution must describe the property, specify the minimum sale price, terms and conditions, and the commission that will be paid to a licensed real estate broker. The resolution must identify a time and place for public bid opening, at which time sealed proposals to purchase the property will be received and considered. The resolution must be posted and published in accordance with Education Code section 81368.

Pursuant to Education Code section 81372, the governing board may delegate to an officer or employee of the District the authority to receive bids, open them, accept overbids and declare the highest responsive bid. At a future public meeting, the Board will consider the acceptance of the apparent high

bid for the Ethan Way property. At that time, the Board will have the option to accept a bid, reject any and all bids, and/or withdraw the property from sale.

RECOMMENDATION:
It is recommended that the Board of Trustees approve the attached Resolution Number 2026-19 authorizing the sale of the Ethan Way property and direct the Chancellor, or designee, to conduct a competitive bid process for the sale of the Ethan Way property.

LOS RIOS COMMUNITY COLLEGE DISTRICT

American River ▪ Cosumnes River ▪ Folsom Lake ▪ Sacramento City Colleges

R E S O L U T I O N

№ 2026-19

AUTHORIZATION, MINIMUM TERMS AND FUTURE MEETINGS FOR SALE OF SURPLUS PROPERTY

WHEREAS, the Los Rios Community College District is the owner of approximately 1.17 acres (50,965 square feet) of real property located within the District, more particularly described as 1410 Ethan Way, Sacramento, CA 95825 (Ethan Way property), on Ethan Way and Hallmark Drive, north of Hurley Way. The Ethan Way property once housed administrative functions and is identified as Sacramento County Assessor's Parcel Number 285-0090-026-0000; and

WHEREAS, since the acquisition of this property, the District has undertaken a variety of space saving changes and the administrative functions once housed in the Ethan Way property have been relocated; and

WHEREAS, the District now desires to sell its interest in the Ethan Way property; and

WHEREAS, prior to any sale, the Ethan Way property must be declared surplus and offered to specified entities pursuant to Education Code section 81363.5 and Government Code section 54222; and

WHEREAS, once the appropriate offers have been made, and the required time periods described in Education Code section 81363.5 and Government Code section 54222 have passed, and no offers have been received and accepted by an entity described in said sections, the District may sell the Ethan Way property pursuant to Education Code section 81360 and following; and

WHEREAS, on May 13, 2026, the Ethan Way property was declared surplus, appropriate offers were made to the appropriate entities, and the requisite time periods described in Education Code section 81363.5 and Government Code section 54222 have passed, and no offers have been accepted on the Ethan Way property. Now, therefore,

BE IT RESOLVED, the Los Rios Community College District Board of Trustees, hereby finds, determines, resolves, and declares its intention to sell the Ethan Way property; and

BE IT FURTHER RESOLVED THAT the minimum acceptable terms of the sale are for a minimum sale price of two million two hundred fifty thousand dollars ($2,250,000.00), or fair market value as determined by the Board, whichever is greater ("Minimum Purchase Price"), subject to the following minimum terms and conditions,

which shall be more fully set forth in the Instructions to Bidders, Bid Form, and the District's form of Purchase and Sale Agreement (collectively "Bid Documents"):

A. The buyer may submit a bid to acquire fee title to the Ethan Way property at or above the Minimum Purchase Price upon the terms of the Purchase and Sale Agreement which include a thirty-day due diligence period followed by no more than 10 days to close escrow and acquire fee title to the Ethan Way property. If buyer requires financing, the Purchase and Sale Agreement shall include a sixty-day contingency followed by no more than 10 days to close escrow and acquire fee title to the Ethan Way property. In addition to the Bid Security, within three (3) business days after the effective date of the Purchase and Sale Agreement, buyer must make an initial deposit of ten thousand dollars ($10,000.00) which, along with the Bid Security, becomes nonrefundable upon completion of buyer's due diligence as specified in the Purchase and Sale Agreement). A further deposit of ten thousand ($10,000.00) is due upon the contingency Date defined in the Purchase and Sale Agreement, which, along with the Bid Security and the First Deposit, becomes nonrefundable upon completion of buyer's due diligence as specified in the Purchase and Sale Agreement.

B. The Ethan Way property is being sold in an "As-Is" "Where-Is" condition; buyer shall satisfy themselves with the condition and nature of the Ethan Way property and may not rely upon any representations from the District, its trustees, employees, agents, or volunteers.

D. The buyer shall bear all costs associated with recording fees, City and County documentary and other transfer taxes, title insurance premiums, and other escrow costs. Other costs shall be paid as specified in the Purchase and Sale Agreement.

E. The purchase is subject to the District's form of Purchase and Sale Agreement and any other terms that the District may approve prior to receipt of bids. Any such amendment or addition of terms shall be provided to all bidders via an addendum to the Bid Documents; and

BE IT FURTHER RESOLVED THAT, the District shall pay a commission at the rate of 5% to NEWMARK, License Number 00832933, as real estate brokers pursuant to the terms of a separate agreement and the District's broker shall be permitted to share its commission with the buyer's broker identified in such buyer's bid form. The District shall not pay any other real estate commission for the purchase or sale of the Ethan Way property except as specifically authorized by contractual agreement with the District; and

BE IT FURTHER RESOLVED THAT the Board hereby delegates authority to the Chancellor or designee to issue the Bid Documents for this competitive bid process consistent with the terms and conditions set forth herein. The Chancellor or designee is further authorized to hold a public meeting at which sealed bids to purchase the Ethan Way property shall be considered on January 6, 2027, at the Board Room at 1919 Spanos Court starting at 4:00 p.m. All bids must be submitted on the District provided forms. The Bid Documents may be obtained from General Services, at bids@losrios.edu or 1919 Spanos Court, Sacramento, CA 95825. Any bidder that requests changes to the Purchase

and Sale Agreement must do so in writing in accordance with the requirements of the Bid Documents. Any District approved changes to the form of Purchase and Sale Agreement shall be made available to all bidders in the form of an addendum in accordance with the process set forth in the Bid Documents. Unless otherwise agreed to by the District during the bid process, the bidders shall agree that the existing terms and conditions of the Purchase and Sale Agreement shall be binding on the successful bidder subject to non-substantive changes to conform the Purchase and Sale Agreement to the successful bid and execution by the District. After all bids have been opened, all persons who have submitted bids at or above the Minimum Purchase Price may submit written over bids in increments of at least $10,000.00 as to the purchase price. The Overbid Process shall be set forth in detail in the Bid Documents; and

BE IT FURTHER RESOLVED THAT each bidder shall submit with its bid proposal a certified or cashier's check made payable to the Los Rios Community College District in the amount of Ten Thousand Dollars ($10,000.00) as Bid Security for entering into the Purchase and Sale Agreement. The deposit of the successful bidder shall be retained by the District and applied towards the purchase price of the Ethan Way property pursuant to the Purchase and Sale Agreement. After execution of the Purchase and Sale Agreement by a successful bidder, or thirty (30) days, whichever comes first, all other deposits will be returned. In the event a bidder to whom award is given fails or refuses to execute the Purchase and Sale Agreement within five (5) days after the District delivers the final form of the agreement to buyer for execution, the District may declare the bidder's bid security deposit forfeited, retain the bid security deposit, and the award withdrawn and may award the property to the next lowest bidder in its discretion, reject all bids, call for new bids, or remove the Ethan Way property from sale in District's full discretion. Should the next lowest bidder or subsequent lowest bidders fail to execute the Purchase and Sale Agreement within five (5) days after the District delivers the final form of the agreement to buyer for execution, the District may declare that bidder's bid security deposit forfeited, retain that bid security deposit, and the award withdrawn and may award the property to the next lowest bidder in its discretion, reject all bids, call for new bids, or remove the Ethan Way property from sale in District's sole discretion; and

BE IT FURTHER RESOLVED THAT the Board hereby sets its regular Board Meeting on January 13, 2027, which will be held at 5:30 p.m. at 1919 Spanos Court, Sacramento, CA 95825, as the time and place at which the Board will determine, in its discretion, whether to sell the Ethan Way property to the highest responsible bidder or to reject all bids. The successful bidder shall be required to execute the Purchase and Sale Agreement as a prerequisite for final acceptance by the Board; and

BE IT FURTHER RESOLVED THAT the Board directs the Chancellor or designee to post and publish this resolution as required by Education Code section 81368.

PASSED AND ADOPTED as Los Rios Community College District Resolution № 2026-19 this 9th day of September, 2026 by the following called vote:

AYES 6	NOES 0	ABSENT 1

Deborah Ortiz, Board President

Attest:

Torence Powell, Chancellor and Secretary to the Board

SURPLUS PROPERTY SALE

OPENING BID PRICE: $2,250,000 ($118/SF)



1410 ETHAN WAY, SACRAMENTO, CA

BID OPENING DATE: JANUARY 6, 2027

OFFERING MEMORANDUM

OWNER/USER INVESTMENT OPPORTUNITY

NEWMARK

RICH ELLSWORTH 916-569-2343 rich.ellsworth@nmrk.com CA RE License #00873637
JOHN FRISCH 916-569-2309 john.frisch@nmrk.com CA RE License #00834222

1410 ETHAN WAY, SACRAMENTO



PROPERTY DESCRIPTION

Newmark has been retained by the Los Rios Community College District for the disposition of 1410 Ethan Way, Sacramento, CA. The subject property consists of a ±19,108 SF two-story, elevator-serviced office building on ±1.17 acres located at 1410 Ethan Way in the Point West/Howe Avenue submarkets of Sacramento. The area is centrally located and offers immediate access to the major freeways servicing the Sacramento region as well as numerous amenities.

OFFERING SUMMARY

Address:	1410 Ethan Way, Sacramento, CA
Parcel Size:	±1.17 Acres including ±85 parking stalls
APN:	285-0090-026-0000
Zoning:	General Commerical (GC)
Pricing:	$2,250,000

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1410 ETHAN WAY, SACRAMENTO

PROPERTY PHOTOS









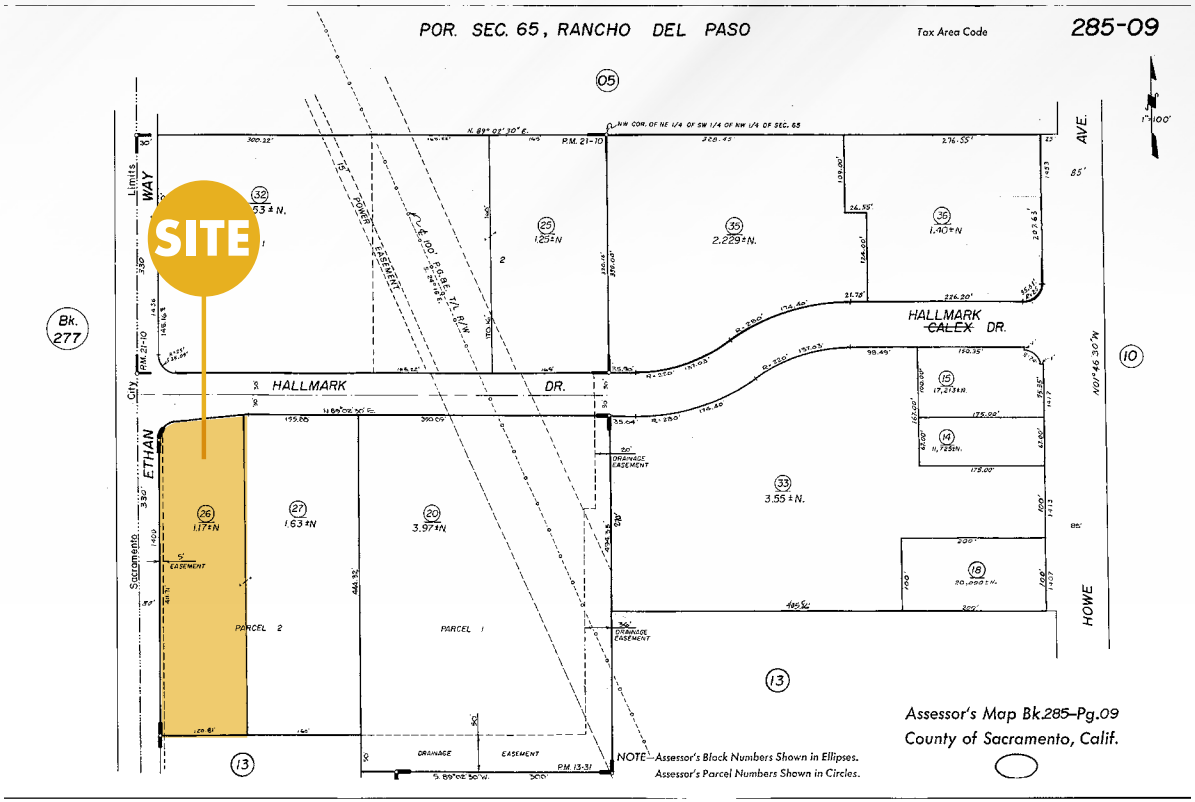
RICH ELLSWORTH 916-569-2343 rich.ellsworth@nmrk.com CA RE License #00873637
JOHN FRISCH 916-569-2309 john.frisch@nmrk.com CA RE License #00834222

1410 ETHAN WAY, SACRAMENTO

BUILDING OVERVIEW

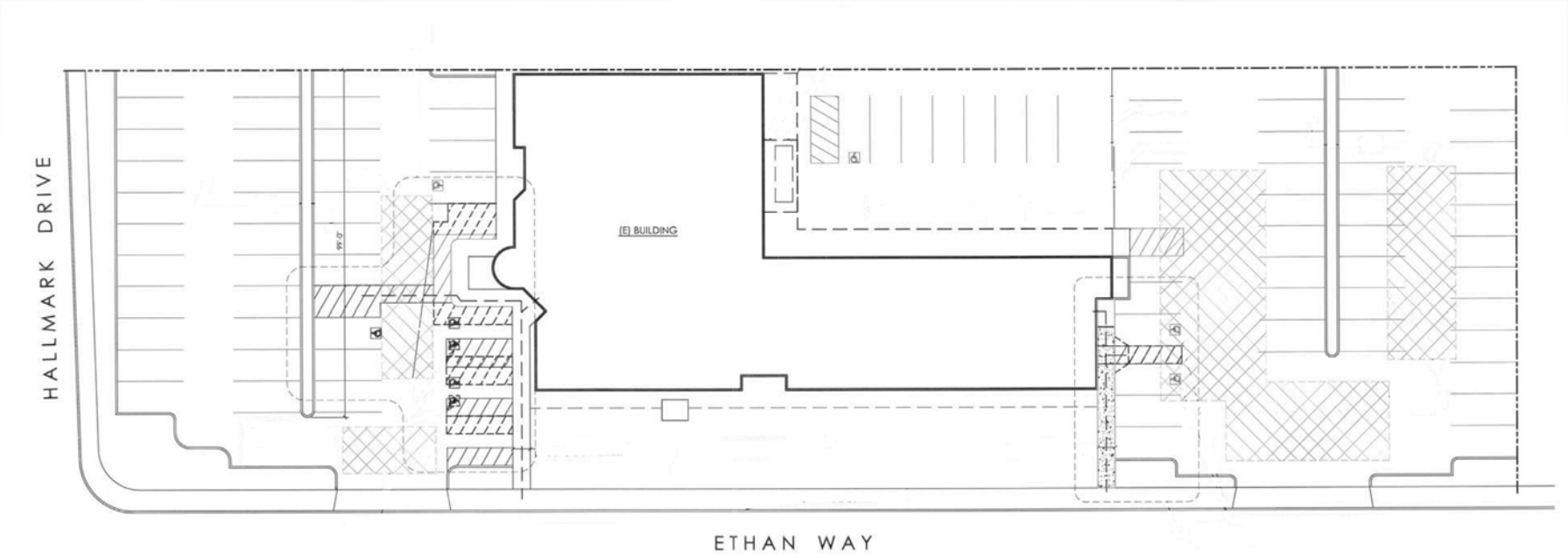
SITE ADDRESS	1410 Ethan Way, Sacramento
PARCEL # (APN)	285-0090-026-0000
ZONING	General Commercial (GC)
LAND AREA	±1.17 Acres
BUILDING SIZE	±19,108 SF
PARKING STALLS	±85
FLOOD ZONE	Yes - Zone AE
SECURE PARKING AREA	Yes
BUILDING UPGRADES	Building renovated in 2017
FIRE SPRINKLER	None (fire monitoring system alarm)
ADA	Fully compliant in 2017
YEAR OF CONSTRUCTION	1983/1984

PARCEL MAP



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SITE PLAN

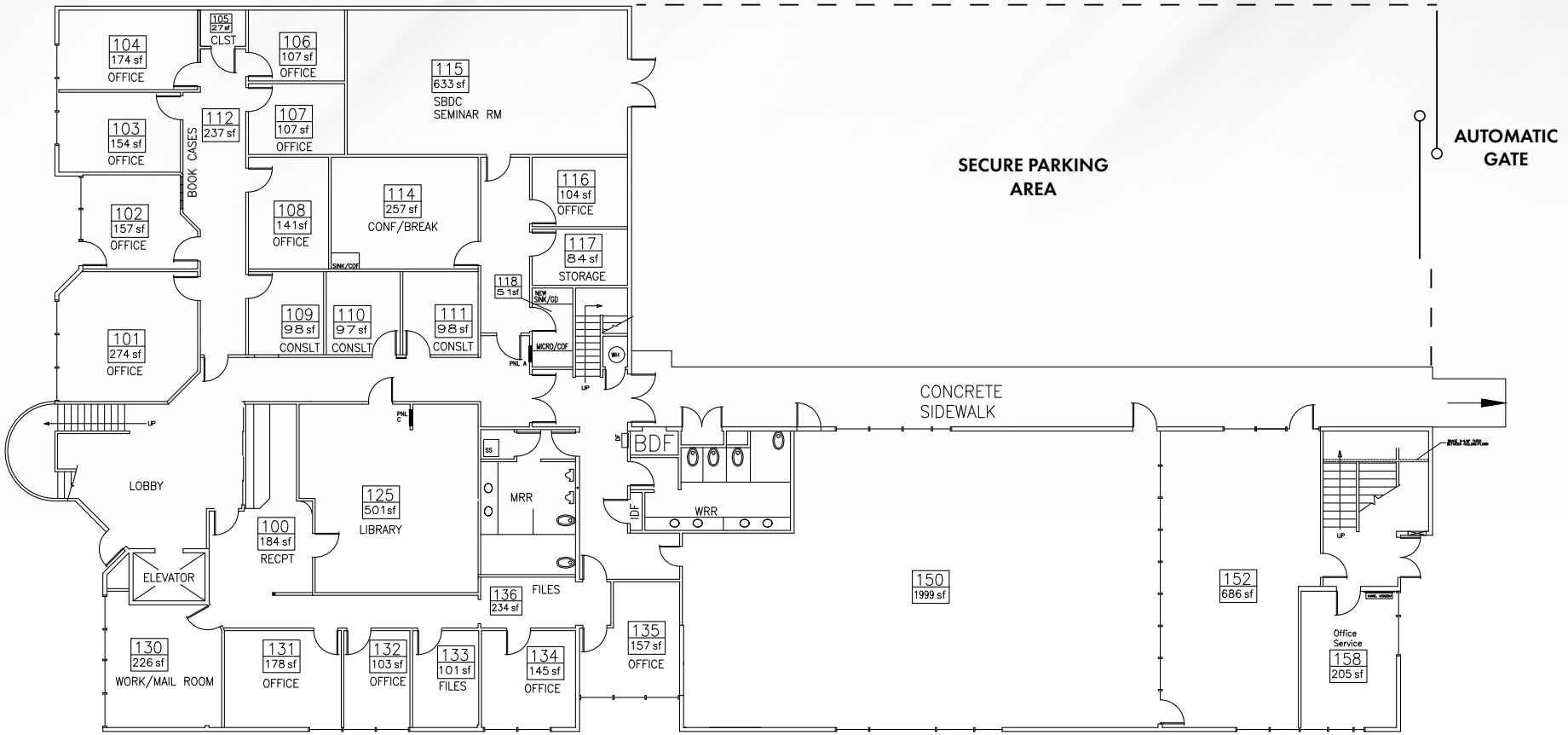


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1410 ETHAN WAY, SACRAMENTO

FLOOR PLAN

GROUND FLOOR

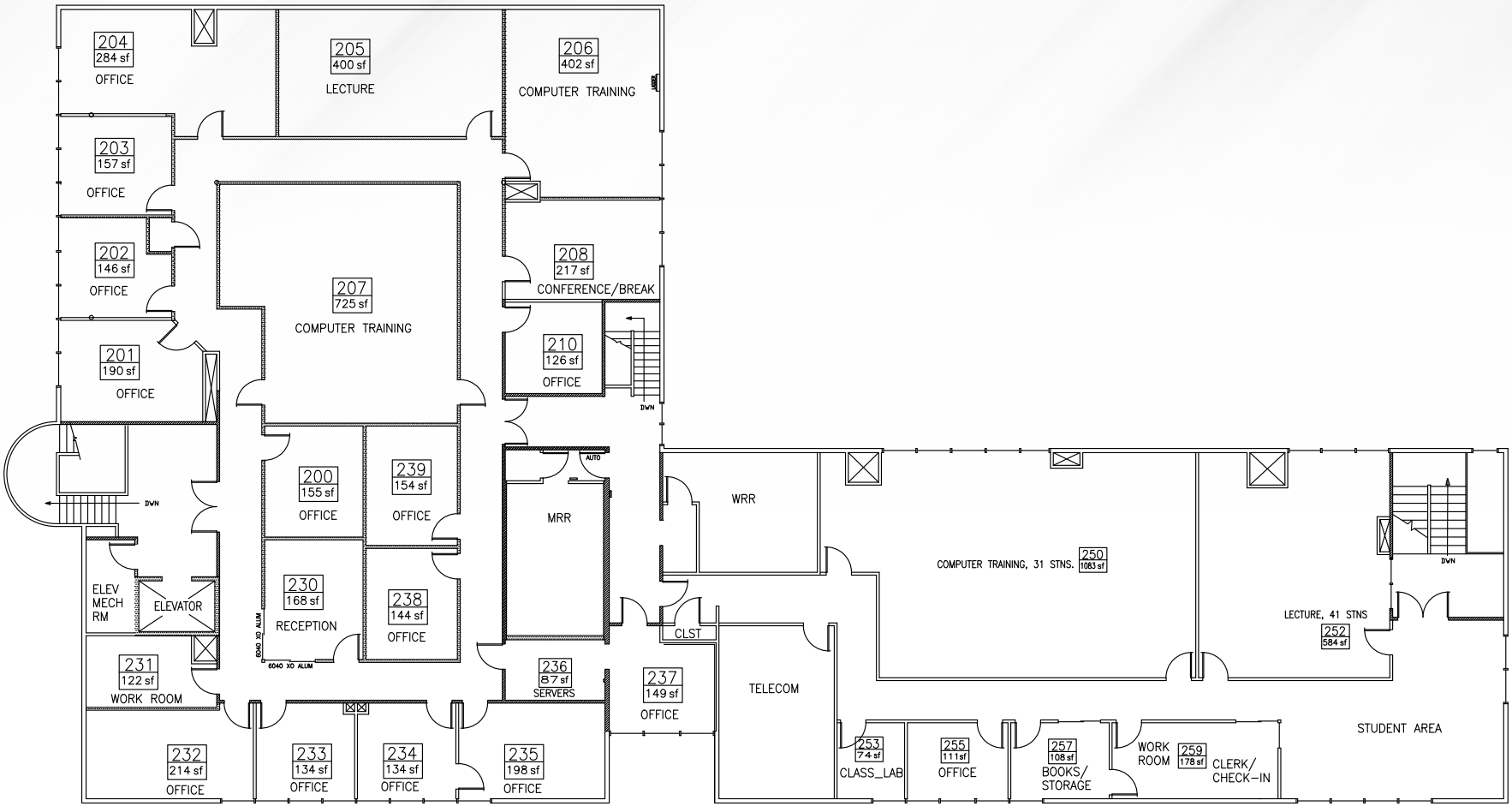


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1410 ETHAN WAY, SACRAMENTO

FLOOR PLAN

SECOND FLOOR



DO– ETHAN WAY SECOND FLOOR PLAN

NORTH

1' 5' 15' 30'

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COMPARABLE SALES

#	Property	Size (SF)	% Occupied	Price	Price/SF
1	2025, 2035, 2045 Hurley Way Sacramento	40,585	96%	$4,250,000	$104.72
2	391 Howe Avenue Sacramento	13,500	0%	$3,150,000	$233.33
3	980 Fulton Avenue Sacramento	17,505	0%	$3,042,000	$173.78
4	1420 River Park Drive Sacramento	16,464	40%	$2,415,000	$146.42
5	3301 Watt Avenue Sacramento	13,250	45.6%	$1,600,000	$120.75
6	2143 Hurley Way Sacramento	28,128	80%	$2,800,000	$99.54
7	800 Howe Avenue Sacramento	25,920	83%	$3,100,000	$119.59

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1410 ETHAN WAY, SACRAMENTO

MARKET OVERVIEW



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ABOUT SACRAMENTO



Sacramento is the Farm to Fork Capital of US



Top 10 Nationally for Coffee Aficionados



#14 America's Coolest Cities



#16 Best City for Millennials



7th Nationally for "Greenest" Lifestyle



3rd Most Diverse Big City Nationally

Population
528,706

Median Age
36

Median Household Income
$87,321

Median Home Price
$506,300

Homes Owned **63.8%**

Homes Rent **36.2%**

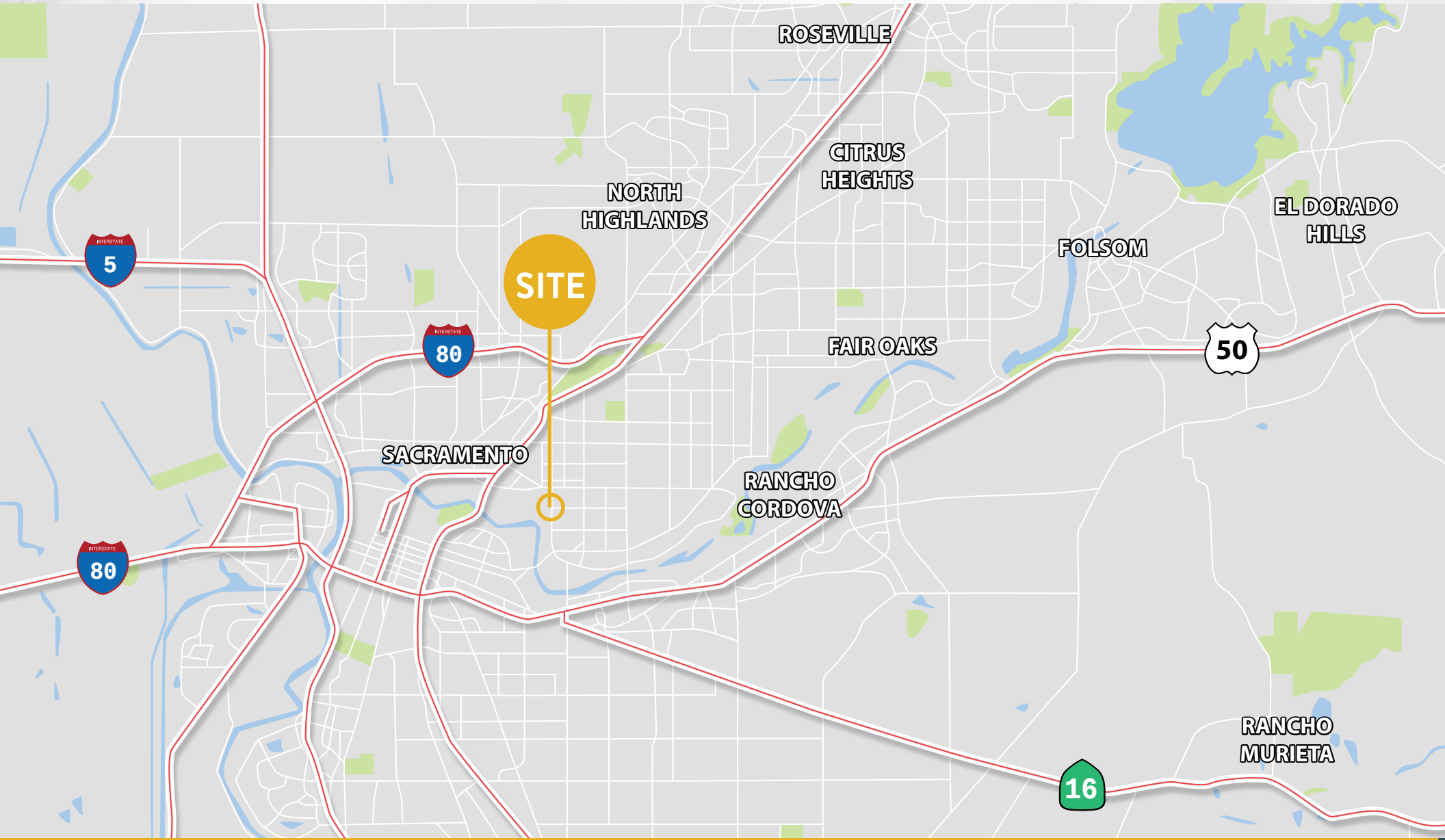
Data Sources:
https://datausa.io/profile/geo/sacramento-ca/
https://www.abridged.org/news/homeownership-rate-soars-in-sacramento-region-but-most-renters-priced-out/



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1410 ETHAN WAY, SACRAMENTO

AREA MAP



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1410

ETHAN WAY
SACRAMENTO, CA

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rich.ellsworth@nmrk.com
CA RE License #00873637

JOHN FRISCH
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CA RE License #00834222

This is a confidential memorandum intended solely for your own limited use to determine whether you wish to express interest in the purchase of the subject property. This memorandum contains selected information pertaining to the described property and has been prepared primarily from information supplied by the Seller and Newmark, agent for the Seller. This memorandum does not purport to be all-inclusive nor to contain all of the information which a prospective investor may desire. Neither the Seller nor any of their employees, or agents, including Newmark, makes any representation or warranty, expressed or implied, as to the accuracy or completeness of this confidential memorandum or any of its contents, and no legal liability is assumed or to be implied by any of the aforementioned with respect thereto. By your receipt of this memorandum, you agree that the information contained herein is of a confidential nature, that you will not, directly or indirectly, disclose or permit anyone else to disclose this memorandum or any part of the contents to any other person, firm or entity without prior written authorization of Seller or Newmark, nor will you use or permit to be used this memorandum or any part of the contents in any fashion or manner detrimental to the interests of the Seller.

The Seller expressly reserves the right, at its sole discretion, to reject any or all proposals or expressions of interest in the subject property and to terminate discussions with any party at any time with or without notice.

8/2026

AIR CRE contracts

STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

(Non-Residential)

Dated: _____

1. Buyer.

1.1 _____, ("**Buyer**") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("**Seller**") (collectively, the "**Parties**" or individually, a "**Party**"), through an escrow ("**Escrow**") to close 30 or _____ days after the waiver or satisfaction of the Buyer's Contingencies, ("**Expected Closing Date**") to be held by _____ ("**Escrow Holder**") whose address is _____, Phone No. _____, Facsimile No. _____ upon the terms and conditions set forth in this agreement ("**Agreement**"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "**Date of Agreement**" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("**Property**") that is the subject of this offer consists of (insert a brief physical description) _____ is located in the County of _____, is commonly known as (street address, city, state, zip) _____ and is legally described as: _____ (APN: _____).

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of _____ ("**Title Company**"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("**HVAC**"); air lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings; and _____ (collectively, the "**Improvements**").

2.4 The fire sprinkler monitor: ☐ is owned by Seller and included in the Purchase Price, ☐ is leased by Seller, and Buyer will need to negotiate a new lease with the fire monitoring company, ☐ ownership will be determined during Escrow, or ☐ there is no fire sprinkler monitor.

2.5 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and _____ all of which shall be removed by Seller prior to Closing.

3. Purchase Price.

3.1 The purchase price ("**Purchase Price**") to be paid by Buyer to Seller for the Property shall be _____, payable as follows: *(Strike any not applicable)*

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price):

(b) Amount of "New Loan" as defined in paragraph 5.1, if any:

(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("**Existing Deed(s) of Trust**") securing the existing promissory note(s) ("**Existing Note(s)**"):

(i) An Existing Note ("**First Note**") with an unpaid principal balance as of the Closing of approximately:

Said First Note is payable at _____ per month, including interest at the rate of _____ % per annum until paid (and/or the entire unpaid balance is due on _____).

(ii) An Existing Note ("**Second Note**") with an unpaid principal balance as of the Closing of approximately:

Said Second Note is payable at _____ per month, including interest at the rate of _____ % per annum until paid (and/or the entire unpaid balance is due on _____).

(d) Buyer shall give Seller a deed of trust ("**Purchase Money Deed of Trust**") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("**Purchase Money Note**") in the amount of:

Total Purchase Price:

3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

_____ _____

INITIALS INITIALS

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DRAFT DRAFT DRAFT

4. Deposits.

4.1 ☐ Buyer has delivered to Broker a check in the sum of _____, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or ☐ within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder Buyer shall deliver to Escrow Holder a check in the sum of _____. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

4.2 Additional deposits:

(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.

(b) Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.

(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the **"Deposit"**), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is _____. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release $100 of said monies to Seller as and for independent consideration for Seller's' execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change).

5. Financing Contingency. *(Strike if not applicable)*

5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least _____% of the Purchase Price, on terms acceptable to Buyer. Such loan (**"New Loan"**) shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days following receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.

5.2 **If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within _____ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.**

5.3 If Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.

6. Seller Financing. (Purchase Money Note). *(Strike if not applicable)*

6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of _____% per annum, with principal and interest paid as follows: _____. The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.

6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):

(a) *Prepayment*. Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.

(b) *Late Charge*. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.

(c) *Due On Sale*. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.

6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.

6.4 **WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.**

6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be

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Buyer's obligation.

7. Real Estate Brokers.

7.1 Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this transaction with the following real estate broker(s) ("**Brokers**") and/or their agents ("Agent(s)"):

Seller's Brokerage Firm _____ License No. _____ is the broker of (check one): ☐ the Seller; or ☐ both the Buyer and Seller (dual agent).

Seller's Agent _____ License No. _____ is (check one): ☐ the Seller's Agent (salesperson or broker associate); or ☐ both the Seller's Agent and the Buyer's Agent (dual agent).

Buyer's Brokerage Firm _____ License No. _____ is the broker of (check one): ☐ the Buyer; or ☐ both the Buyer and Seller (dual agent).

Buyer's Agent _____ License No. _____ is (check one): ☐ the Buyer's Agent (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent (dual agent).

The Parties acknowledge that other than the Brokers and Agents listed above, there are no other brokers or agents representing the Parties or due any fees and/or commissions under this Agreement. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker, agent or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers and Agents named in paragraph 7.1, and no broker, agent or other person, firm or entity, other than said Brokers and Agents is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, agent, finder or other similar party, other than said named Brokers and Agents by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "**Closing**") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11.)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2 or disapproval of any other matter subject to Buyer's approval, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the $100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this Escrow is terminated for any reason other than Seller's breach or default, then as a condition to the return of Buyer's deposit, Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property.

9. Contingencies to Closing.

9.1 **IF, BEFORE EXPIRATION OF THE APPLICABLE TIME, BUYER FAILS TO PROVIDE ESCROW HOLDER WRITTEN NOTICE OF BUYER'S DISAPPROVAL OF ANY OF BUYER'S CONTINGENCIES OR ANY OTHER MATTER THAT IS SUBJECT TO BUYER'S APPROVAL IN THIS AGREEMENT, THEN BUYER SHALL BE CONCLUSIVELY DEEMED TO HAVE SATISFIED SUCH BUYER'S CONTINGENCIES AND/OR APPROVED OF SUCH OTHER MATTERS.** If a number of days is completed in any of the optional spaces in subparagraphs 9.1 (a) through (m), then such number shall apply and override the pre-printed number, even if the pre-printed number is not stricken. The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies:

(a) *Disclosure.* Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("**AIR**") standard form entitled

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"**Seller's Mandatory Disclosure Statement**") and provide Buyer with a completed Property Information Sheet ("**Property Information Sheet**") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 or _____ days following the Date of Agreement. Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) *Physical Inspection*. Buyer has 10 or _____ days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report*. Buyer has 30 or _____ days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "**Hazardous Substance**" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "**Hazardous Substance Condition**" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection*. Buyer has 30 or _____ days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days following the Date of Agreement.

(e) *Governmental Approvals*. Buyer has 30 or _____ days following the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) *Conditions of Title*. Escrow Holder shall cause a current commitment for title insurance ("**Title Commitment**") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("**Underlying Documents**"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 or _____ days following the Date of Agreement. Buyer has 10 days from the receipt of the Title Commitment, the Underlying Documents and the plot plan to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey*. Buyer has 30 or _____ days following the receipt of the Title Commitment and Underlying Documents to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("**ALTA**") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) *Existing Leases and Tenancy Statements*. Seller shall within 10 or _____ days following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "**Existing Leases**") affecting the Property, and with a tenancy statement ("**Estoppel Certificate**") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.

(i) *Owner's Association*. Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to the association.

(j) *Other Agreements*. Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of all other agreements ("**Other Agreements**") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.

(k) *Financing*. If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.

(l) *Existing Notes*. If paragraph 3.1(c) has not been stricken, Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "**Loan Documents**") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("**Beneficiary Statement**") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or _____ days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or _____ days following the receipt of such documents to satisfy itself with regard to the form and content thereof.

(m) *Personal Property*. In the event that any personal property is included in the Purchase Price, Buyer has 10 or _____ days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or _____ days following the Date of Agreement.

(n) *Destruction, Damage or Loss*. Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than $10,000.00 to repair or cure. If the cost of repair or cure is $10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than $10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than $10,000.00, and Buyer does not elect to terminate this

_____ _____

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Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) *Material Change*. Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "**Material Change**" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) *Seller Performance*. The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) *Brokerage Fee*. Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("**Brokerage Fee**"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 The contingencies specified in subparagraphs 9.1(a) through (m) are for the benefit of, and may be waived by, Buyer, and are referred to collectively as "**Buyer's Contingencies**" and individually as a "**Buyer's Contingency**."

9.3 Buyer's timely and written disapproval or conditional approval of a Buyer's Contingency or any other matter that is subject to Buyer's approval in this Agreement shall constitute disapproval thereof ("**Disapproved Item(s)**"). Concurrent with notice of a Disapproved Item, Buyer may make a request to Seller regarding such Disapproved Item ("**Buyer's Request**"). If Buyer fails to make a timely and written Buyer's Request, then this Agreement shall terminate due to the non-satisfaction and non-waiver of a contingency. Seller may respond to a Buyer's Request within 10 days following Seller's receipt thereof ("**Seller's Response**"). Seller's acceptance of a Buyer's Request shall amend this Agreement accordingly. If Seller fails to provide a timely and written Seller's Response, then Seller's Response shall be deemed to be a rejection of Buyer's Request. Buyer may, within 10 days following the earlier of Buyer's receipt of a Seller's Response (which is not an acceptance of Buyer's Request) or the date of Seller's deemed rejection of a Buyer's Request ("**Buyer's Reply Period**"), reply to a Seller's Response ("**Buyer's Reply**") and elect to (i) terminate this Agreement due to the non-satisfaction and non-waiver of the applicable contingency, (ii) accept the Seller's Response in which event this Agreement shall be amended accordingly, or (iii) withdraw Buyer's Request and waive the Disapproved Item in which event Buyer shall accept the Property subject to the Disapproved Item. If Buyer fails to provide a timely and written Buyer's Reply, then Buyer shall be deemed to have elected to terminate this Agreement as of the end of the Buyer's Reply Period. The date Buyer accepts a Seller's Response or withdraws a Buyer's Request and waives a Disapproved Item shall be the date of Buyer's approval of the Disapproved Item. A Party shall provide to Escrow Holder copy of all notices of a Disapproved Item, Buyer's Request, Seller's Response and Buyer's Reply and Escrow Holder shall promptly provide copies thereof to the other Party. Unless the Parties in writing agree otherwise, if the Expected Closing Date is a specific calendar date and a Buyer's Reply Period expires after such specific calendar date, then notwithstanding paragraph 1.1, the Expected Closing Date shall be extended to be 3 business days after the earlier of the date Buyer withdraws a Buyer's Request and waives the applicable Disapproved Item or Buyer accepts the applicable Seller's Response.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents and Other Items Required at or Before Closing.

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) If applicable, the Beneficiary Statements concerning Existing Note(s).

(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.

(d) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(e) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(f) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

(g) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.

(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.

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(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

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.

11. Prorations and Adjustments.

11.1 *Taxes*. Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 *Insurance*. **WARNING**: Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 *Rentals, Interest and Expenses*. Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 *Security Deposit*. Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 *Post Closing Matters*. Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 *Variations in Existing Note Balances*. In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof (**"Existing Note Variation"**), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.

11.7 *Variations in New Loan Balance*. In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

11.8 *Owner's Association Fees*. Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller*. Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing*. Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) *Hazardous Substances/Storage Tanks*. Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance*. Except as otherwise disclosed in writing, Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements*. Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) *Possessory Rights*. Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens*. There are no unsatisfied mechanics' or materialmens' lien rights concerning the Property.

(h) *Actions, Suits or Proceedings*. Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes*. Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings*. Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings*. Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property*. Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

_____ _____

_____ _____

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12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.
Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

14. Buyer's Entry.
At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the re-compaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.
The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.
If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term **"Prevailing Party"** shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.
17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.
17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.
18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.
18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

19. Notices.
19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.
19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.
19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.
20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of _____ on the date of _____, it shall be deemed automatically revoked.
20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).
THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF _____. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

_____ Buyer's Initials

_____ Seller's Initials

_____ _____
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22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF THE DEPOSIT SHALL BE DETERMINED BY BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("JAMS") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. SUCH CONTROVERSY SHALL BE ARBITRATED BY A SINGLE ARBITRATOR, APPOINTED UNDER THE COMMERCIAL RULES WHO HAS HAD AT LEAST 5 YEARS OF EXPERIENCE IN THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW OF THE JURISDICTION WHERE THE PROPERTY IS LOCATED, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE ARBITRATOR SHALL RENDER AN AWARD WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, WHICH MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF AND SHALL BE ACCOMPANIED BY A REASONED OPINION. THE FAILURE OR REFUSAL OF A PARTY TO PAY SUCH PARTY'S REQUIRED SHARE OF THE DEPOSITS FOR ARBITRATOR COMPENSATION OR ADMINISTRATIVE CHARGES SHALL CONSTITUTE A WAIVER BY SUCH PARTY TO PRESENT EVIDENCE OR CROSS-EXAMINE WITNESSES, BUT SUCH WAIVER SHALL NOT ALLOW FOR A DEFAULT JUDGMENT AGAINST THE NON-PAYING PARTY IN THE ABSENCE OF EVIDENCE AND LEGAL ARGUMENT AS THE ARBITRATOR MAY REQUIRE FOR MAKING AN AWARD. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

_____ Buyer's Initials

_____ Seller's Initials

23. Miscellaneous.

23.1 **Binding Effect**. This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

23.2 **Applicable Law**. This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 **Time of Essence**. Time is of the essence of this Agreement.

23.4 **Counterparts**. This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 **Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

23.6 **Conflict**. Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. **Seller and Buyer must initial any and all handwritten provisions**.

23.7 **1031 Exchange**. Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 **Days**. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding the Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) *Seller's Agent*. A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) *Buyer's Agent*. A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2)

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To the Buyer and the Seller: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) *Agent Representing Both Seller and Buyer.* A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Buyer has the duty to exercise reasonable care to protect Buyer, including as to those facts about the Property which are known to Buyer or within Buyer's diligent attention and observation. Both Seller and Buyer should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(d) *Further Disclosures.* Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 *Confidential Information.* Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. Additional Provisions.

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs _____ through _____. (If there are no additional provisions write "NONE".)

_____

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

1. **THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.**
2. **IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.**

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

Date: _____

BROKER

_____

Attn: _____

Title: _____

Address: _____

_____

_____

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BUYER

_____

By: _____

Name Printed: _____

Title: _____

_____

_____

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Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to _____ % of the Purchase Price to be divided between the Brokers as follows: Seller's Broker _____ % and Buyer's Broker _____ %. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

Date: _____

BROKER

_____

Attn: _____
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent's DRE License #: _____

SELLER

_____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

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SELLER'S MANDATORY DISCLOSURE STATEMENT

(DO NOT USE IN SALE OF RESIDENTIAL PROPERTIES WITH 1-4 UNITS)

This Seller's Mandatory Disclosure Statement ("**Disclosure**") is made pursuant to the requirements of and shall be a part of the ☐ STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (See paragraph 9.1(a) thereof) or ☐ _____ (the "**Purchase Agreement**") dated for reference purposes as of _____, regarding that certain real property commonly known as (street address, city, state, zip): _____ ("**Property**") wherein _____ is the Seller and _____ is the Buyer. Note: This Disclosure does not replace the Property Information Sheet published by AIR CRE ("**AIR**") and, unless not required by the Purchase Agreement, Seller should also provide Buyer the Property Information Sheet.

1. NATURAL HAZARDS DISCLOSURES. To make the disclosures required by California Government Code Section 8589.3 (a special flood hazard area), California Government Code Section 8589.4 (dam failure inundation area), California Government Code Sections 51178 or 51179, and 51182 (very high fire hazard severity zone), California Public Resources Code Sections 4125, 4142 and 4291 (wildlands fire area), California Public Resources Code Section 2622 (earthquake fault zone), and California Public Resources Code Section 2696 (seismic hazard zone) ("**Natural Hazards Disclosures**"), Seller provides Buyer a natural hazards report ("**Natural Hazards Report**") prepared by:

☐ ***AIR CRE Approved Professional Consultant: myNHD Inc., 800-814-2922,*** https://www.myNHD.com , or ☐ _____, _____, and the Natural Hazards Report is attached.

2. EARTHQUAKE SAFETY. If the improvements on the Property were constructed prior to 1975 and include structures with either (i) pre-cast (e.g., tilt-up) concrete or reinforced masonry walls together with wood frame floors or roofs, or (ii) unreinforced masonry walls, then California Business & Professions Code §10147; Government Code §§8875.6, 8875.9, 8893.2, and 8893.3; and California Civil Code §2079.9 require Seller to provide Buyer a copy of The Commercial Property Owner's Guide to Earthquake Safety (the "**Booklet**") published by the California Seismic Safety Commission, available through the following link: https://ssc.ca.gov/forms_pubs/cog. ☐ Seller is not required to provide the Booklet to Buyer. ☐ Seller is required to provide the Booklet to Buyer, which Booklet Seller is hereby providing to Buyer.

3. FLOOD DISASTER INSURANCE. If Seller or Seller's predecessor-in-interest has previously received Federal flood disaster assistance and such assistance was conditioned upon obtaining and maintaining flood insurance on the Property, Federal law, i.e., 42 U.S.C. §5154a, mandates that prospective purchasers be advised that they will be required to obtain and maintain such insurance on the Property and that if such insurance is not maintained and the Property is thereafter damaged by a flood disaster, the purchaser may be required to reimburse the Federal Government for the disaster relief provided. Buyer is hereby informed that to the best of Seller's knowledge, Federal flood disaster assistance ☐ has or ☐ has not been previously received with regard to the Property. Note: if such disaster assistance has been received, the law specifies that the required notice be "contained in documents evidencing the transfer of ownership".

4. WATER HEATER BRACING. The Property ☐ does or ☐ does not contain one or more water heaters of 120 gallons or less. If the Property does contain one or more water heaters of 120 gallons or less, then as required by California Health and Safety Code §19211, Seller hereby certifies to Buyer that all such water heaters ☐ have or ☐ have not been braced, strapped and/or anchored in accordance with law.

5. TITLE INSURANCE. If the Purchase Agreement does not provide that Buyer will be provided with title insurance, Buyer is strongly urged to consider purchasing title insurance. In accordance with California Civil Code §1057.6, Buyer is advised as follows:

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.

6. METHAMPHETAMINE LABORATORY ACTIVITY. As required by California Health and Safety Code §25400.28, Seller notifies Buyer that a government order identifying the Property as contaminated by methamphetamine laboratory activity ☐ has been received by Seller (copy of such order is attached), or ☐ has not been received by Seller.

7. HAZARDOUS SUBSTANCES. If the Property is non-residential property, then as required by California Health and Safety Code §25359.7 Seller notifies Buyer that: ☐ Seller neither knows nor has reasonable cause to believe that any release of hazardous substance (as such terms are defined by California Health and Safety Code §§25320 and 25316) has come to be located on or beneath the Property, or ☐ Seller knows or has reasonable cause to believe that a release of hazardous substance has come to be located on or beneath the Property.

8. WATER CONSERVING PLUMBING FIXTURES. For multi-family residential (containing more than one unit) and commercial properties built before January 1, 1994: California Civil Code §1101.5 requires all noncompliant plumbing fixtures to be replaced before January 1, 2019 with water-conserving plumbing fixtures. As required by California Civil Code §1101.5(e), Seller discloses that the Property ☐ was built after January 1, 1994 and is exempt from this statute; ☐ does include noncompliant plumbing fixtures; or ☐ does not include any noncompliant plumbing fixtures.

_____ _____

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9. DEATH ON THE PROPERTY. As required by California Civil Code §1710.2, Seller ☐ does or ☐ does not know of the death on the Property of an occupant of the Property in the three years before the date of Buyer's offer to purchase the Property per the Purchase Agreement.

10. OTHER. _____

_____

Seller believes the information provided in this Disclosure by Seller is true and correct to the best knowledge of Seller as of the date of this Disclosure, but Seller states that Seller has exercised good faith in the selection of a Natural Hazards Expert, Seller has not independently verified, and Seller is not obligated to verify, the information contained in the Natural Hazards Report, and makes no representation or warranty as to the truth or accuracy of any information contained in the Natural Hazards Report. Buyer agrees the Natural Hazards Report satisfies Seller's legal duty to make the Natural Hazards Disclosures, the provider of the Natural Hazards Report shall be deemed to be an expert dealing with matters within the scope of its expertise with respect to the examination and written report regarding the Natural Hazards Disclosures, and California Civil Code §1103.4 which deals with a seller's non-liability for errors and/or omissions not within such seller's personal knowledge shall be deemed to apply to Seller.

The hazards referenced in this Disclosure may limit the ability of the owner of the Property to develop the Property, to obtain insurance, or to receive assistance after a disaster. The maps on which the Natural Hazards Report are based estimate where natural hazards exist and are not definitive indicators of whether or not a property will be affected by a natural disaster. Buyer is advised to obtain professional advice regarding those hazards and other hazards that may affect the Property.

Applicable laws and the areas covered by the various natural hazard zones, etc. may change. Seller shall not be required to notify Buyer if the information provided in the Natural Hazards Report becomes inaccurate as a result of any governmental action, map revision, changed information, or other act or occurrence, unless Seller has actual knowledge that the information has become inaccurate. Prior to the close of escrow, Buyer may wish to again check the status of the Property. Also, Buyer is advised to verify with appropriate local governmental agencies, such as the city and/or county in which the Property is located, to determine if they have established natural hazard zones in addition to those listed above. Signatures to this Disclosure accomplished by means of electronic signature or similar technology shall be legal and binding. This Disclosure may be executed in counterparts.

The statements herein are not intended to be full or complete disclosure of all possible impacts on Buyer and/or the Property. If a matter is disclosed regarding the Property, Buyer is advised to:

1. Review the entirety of all laws applicable to such disclosed matter.
2. Seek advice of counsel as to the legal consequence of any disclosed matters.
3. Retain appropriate consultants to review and investigate the impact of all such disclosed matters.

Neither AIR CRE nor any of the brokers make any representation, warranty or recommendation regarding the legal sufficiency, legal effect or any other consequences of this Disclosure.

Date: _____

SELLER

_____

_____

By: _____

Name Printed: _____

Title: _____

Buyer acknowledges receipt of this Disclosure together with the Natural Hazards Report, the Booklet and any other documents referenced herein (as applicable) as being provided to Buyer, and agrees to the above terms and conditions.

Date: _____

BUYER

_____

_____

By: _____

Name Printed: _____

Title: _____

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PROPERTY INFORMATION SHEET

(For the sale or leasing of non-residential properties)

PREFACE:

Purpose: This Statement is NOT a warranty as to the actual condition of the Property/Premises. The purpose is, instead, to provide the brokers and the potential buyer/lessee with important information about the Property/Premises which is currently in the actual knowledge of the Owner and which the Owner is required by law to disclose.

Actual Knowledge: For purposes of this Statement the phrase 'actual knowledge' means: the awareness of a fact, or the awareness of sufficient information and circumstances so as to cause one to believe that a certain situation or condition probably exists.

TO WHOM IT MAY CONCERN:

_____

("**Owner**"), owns the Property/Premises commonly known as (street address, city, state, zip) _____

_____

_ located in the County of _____ , and generally described as (describe briefly the nature of the Premises or Property) _____

_____

(hereinafter "**Property**"), and certifies that:

1. **Material Physical Defects.** Owner has no actual knowledge of any material physical defects in the Property or any improvements and structures thereon, including, but not limited to the roof, except (if there are no exceptions write "NONE"): _____

_____

_____ .

2. **Equipment.**

A. Owner has no actual knowledge that the heating, ventilating, air conditioning, plumbing, loading doors, electrical and lighting systems, life safety systems, security systems and mechanical equipment existing on the Property as of the date hereof, if any, are not in good operating order and condition, except (if there are no exceptions write "NONE"): _____

_____

_____ .

B. Owner has no actual knowledge of any leases, financing agreements, liens or other agreements affecting any equipment which is being included with the Property, except (if there are no exceptions write "NONE"): _____

_____

_____ .

3. **Soil Conditions.** Owner has no actual knowledge that the Property has any slipping, sliding, settling, flooding, ponding or any other grading, drainage or soil problems, except (if there are no exceptions write "NONE"): _____

_____

_____ .

4. **Utilities.** Owner represents and warrants that the Property is served by the following utilities (check the appropriate boxes) ☐ public sewer system and the cost of installation thereof has been fully paid, ☐ private septic system, ☐ electricity, ☐ natural gas, ☐ domestic water, ☐ telephone, and ☐ other: _____

_____

_____ .

5. **Insurance.** Owner has no actual knowledge of any insurance claims filed regarding the Property during the preceding 3 years, except (if there are no exceptions write "NONE"): _____

_____

_____ .

6. **Compliance With Laws.** Owner has no actual knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable government agency or of any casualty insurance company that any work of investigation, remediation, repair, maintenance or improvement is to be performed on the Property, except (if there are no exceptions write "NONE"): _____

_____

_____ .

7. **Hazardous Substances and Mold.**

_____ _____

_____ _____

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A. Owner has no actual knowledge of the Property ever having been used as a waste dump, of the past or present existence of any above or below ground storage tanks on the Property, or of the current existence on the Property of asbestos, transformers containing PCB's or any hazardous, toxic or infectious substance whose nature and/or quantity of existence, use, manufacture or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, except (if there are no exceptions write "NONE"): _____

_____

_____ .

B. Owner represents and warrants that it is not currently, and never has been engaged in the business of hauling waste, and never stored hazardous substances on the Property, except (if there are no exceptions write "NONE"): _____

_____

_____ .

C. Owner has no actual knowledge of the existence on the Property of hazardous levels of any mold or fungi defined as toxic under applicable state or Federal law, except (if there are no exceptions write "NONE"): _____

_____

_____ .

8. **Fire Damage.** Owner has no actual knowledge of any structure on the Property having suffered material fire damage, except (if there are no exceptions write "NONE"): _____

_____

_____ .

9. **Actions, Suits or Proceedings.** Owner has no actual knowledge that any actions, suits or proceedings are pending or threatened before any court, arbitration tribunal, governmental department, commission, board, bureau, agency or instrumentality that would affect the Property or the right or ability of an owner or tenant to convey, occupy or utilize the Property, except (if there are no exceptions write "NONE"): _____

_____

_____ .

Owner has not served any Notices of Default on any of the tenants of the Property which have not been resolved except (if there are no exceptions write "NONE"): _____

_____

_____

_____ .

10. **Governmental Proceedings.** Owner has no actual knowledge of any existing or contemplated condemnation, environmental, zoning, redevelopment agency plan or other land use regulation proceedings which could detrimentally affect the value, use and operation of the Property, except (if there are no exceptions write "NONE"): _____

_____

_____ .

11. **Unrecorded Title Matters**. Owner has no actual knowledge of any encumbrances, covenants, conditions, restrictions, easements, licenses, liens, charges or other matters which affect the title of the Property that are not recorded in the official records of the county recorder where the Property is located, except (if there are no exceptions write "NONE"): _____

_____

_____ .

12. **Leases.** Owner has no actual knowledge of any leases, subleases or other tenancy agreements affecting the Property, except (if there are no exceptions write "NONE"): _____

_____

_____ .

13. **Options.** Owner has no actual knowledge of any options to purchase, rights of first refusal, rights of first offer or other similar agreements affecting the Property, except (if there are no exceptions write "NONE"): _____

_____

_____ .

14. **Short Sale/Foreclosure.** The ability of the Owner to complete a sale of the Property ☐ is contingent ☐ is not contingent upon obtaining the consent of one or more lenders to conduct a 'short sale', ie. a sale for less that the amount owing on the Property. (This paragraph only needs to be completed if this Property Information Sheet is being completed in connection with the proposed sale of the Property) One or more of any loans secured by the Property ☐ is ☐ is not in foreclosure.

15. **Energy Efficiency**. The Property ☐ has ☐ has not been granted an energy efficiency rating or certification such as one from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) or ☐ Seller/Lessor does not know if the Property has been granted such a rating or certificate. If such a rating or certification has been obtained please describe the rating or certification and provide the name of the organization that granted it: _____

_____

_____ .

_____ _____

_____ _____

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16. **Other.** (It will be presumed that there are no additional items which warrant disclosure unless they are set forth herein): _____

_____

_____

_____ .

The statements herein will be relied upon by brokers, buyers, lessees, lenders and others. Therefore, Owner and/or the Owner's Property Manager has reviewed and modified this printed statement as necessary to accurately and completely state all the known material facts concerning the Property. To the extent such modifications are not made, this statement may be relied upon as printed. This statement, however, shall not relieve a buyer or lessee of responsibility for independent investigation of the Property. Owner agrees to promptly notify, in writing, all appropriate parties of any material changes which may occur in the statements contained herein from the date this statement is signed until title to the Property is transferred, or the lease is executed. Signatures to this Statement accomplished by means of electronic signature or similar technology shall be legal and binding.

Date: _____
(fill in date of execution)

OWNER

_____

_____

By: _____

Name Printed: _____

Title: _____

Buyer/lessee hereby acknowledges receipt of a copy of this Property Information Sheet on _____ . (Fill in date received)

BUYER/LESSEE

_____

_____

By: _____

Name Printed: _____

Title: _____

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_____ _____

_____ _____

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NATURAL HAZARD DISCLOSURE STATEMENT AND DISCLOSURE REPORT RECEIPT

This statement applies to the following property: 1410 ETHAN WAY SACRAMENTO, CA 95825; SACRAMENTO COUNTY; APN: 285-0090-026-0000 Date: 08/19/2026

This disclosure statement is intended to be a part of the
☐ AIR STANDARD OFFER AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE or

☐ _____ (the "Purchase Agreement") dated _____,

wherein _____ is the Seller and _____ is the Buyer.

Note: This disclosure statement is not designed nor intended to be used in place of the AIR standard Property Information Sheet.

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. Refer to Report.
Yes _X_ 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. Refer to Report.
Yes _X__ No ___ Do not know and information not available from local jurisdiction ___

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

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

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

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code. Refer to Report.
Yes ___ No _X__

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code. Refer to Report.
Yes (Landslide Zone) ___ Yes (Liquefaction Zone) _X__ No ___ Map not yet released by state ___

The items listed below indicate additional statutory disclosures and legal information that are provided in the report.

- Additional Reports that are enclosed herein if ordered:
  (A) ENVIRONMENTAL RISK REPORT (Enclosed if ordered)
- Additional Statutory Disclosures:
  (A) INDUSTRIAL USE ZONE DETERMINATION (where available) (B) MILITARY ORDNANCE FACILITIES pursuant to California Civil Code Sections 1102.15 and 1940.7. (C) MELLO-ROOS & SPECIAL ASSESSMENTS pursuant to Section 53311-53365.7 / 53754 of the California Government Code; Refer to Report.
- Additional Local Jurisdiction Hazards - May include the following:
  Airports, Airport Influence Area, Avalanche, Coastal Protection, Conservation Areas, Critical Habitats, Dam Failure Inundation, Duct Sealing Requirements, Erosion, Fault Zone, FEMA Floodway, Fire, Groundwater, Sea Level Rise, Landslide, Liquefaction, Methane Gas, Mines, Naturally Occurring Asbestos, Oil and Gas Well Proximity, Petrochemical Contamination, Property Taxes, Radon, Right to Farm, Soil Stability, Tsunami, Williamson Act, Wind Erosion. Refer to Report.
- General Notices:
  Methamphetamine Contamination, Megan's Law – Sex Offender Database, Mold, Abandoned Wells. Carbon Monoxide Devices, Natural Gas and Hazardous Liquid Pipelines, Water Conserving Plumbing Fixtures, Notice of Supplemental Property Tax Bill, AB 38 Notice, CALFIRE Defensible Space, CALFIRE Low Cost Retrofit List, Fire Safety & Home Hardening Form, California Waterway Setback Requirements, SGMA Groundwater Basin Priority, Sacramento Metropolitan Air Quality Management District, Historical Significance Notice. Refer to Report.
- Governmental Guides are delivered with printed reports and linked on electronically delivered reports (also available at https://propertyid.com/downloads)
  (A) COMMERCIAL PROPERTY OWNER'S GUIDE TO EARTHQUAKE SAFETY pursuant to California Business and Professions Code Section 10147. Refer to Report.

The above disclosure statement, legal, and government information do not substitute any inspections or warranties the principal(s) may wish to obtain. No representation or recommendation is made by any broker as to the legal sufficiency, legal effect, or consequences of this document, or the purchase agreement to which it relates. The representations made in this Natural Hazard Disclosure Statement do not constitute all of the seller's or agent's disclosure obligations in this transaction.

This Report contains the Mandatory Commercial Natural Hazard Disclosure Report. The Environmental Risk Report is only enclosed if it has been ordered. To order the Environmental Risk Report, please contact Property I.D. Customer Service at 800-626-0106.

Signature of Seller(s) _____ Date_____
Print Name _____

Signature of Seller(s) _____ Date_____
Print Name _____

Signature of Buyer(s) _____ Date_____
Print Name _____

Signature of Buyer(s) _____ Date_____
Print Name _____

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EASY NHD™

PROPERTY ID

DISCLOSURE REPORT SUMMARY

IMPORTANT NOTICE: This "Easy NHD" is a summary of the complete Property I.D.® Mandatory NHD report. This summary does not replace the complete report and it does not remove the requirement to disclose. Buyers and Sellers must read the complete report in its entirety before the close of escrow. This summary is subject to the Terms and Conditions of the complete report.

Reports can be emailed directly to recipients from Property Platinum accounts (www.propertyid.com), or call customer service at (800)626-0106.

ORDER ID #: 4185344
ORDER DATE: 08/19/2026

ESCROW / FILE NUMBER:
FSSE-5062600282

ESCROW AGENT:
SHERI PICKARD
FIDELITY NATIONAL TITLE
2200A DOUGLAS BLVD #200
ROSEVILLE, CA 95661

SUBJECT PROPERTY:
1410 ETHAN WAY
SACRAMENTO, CA 95825
SACRAMENTO COUNTY
APN: 285-0090-026-0000

ORDERED BY:
SHERI PICKARD
FIDELITY NATIONAL TITLE
2200A DOUGLAS BLVD #200
ROSEVILLE, CA 95661

FLOOD

DISCLOSURE	SOURCE	RESULT
Flood Zone	Federal	IN
FEMA Floodway	Federal	IN
FEMA Community Rating System	State	IN
Levee Flood Protection Zones	District	IN
Sacramento-San Joaquin Valley Flood Areas	District	IN
Dam Inundation	State	IN
Dam Inundation	County	IN
Standard Flood Hazard Determination Form	Federal	INCLUDED

FIRE

DISCLOSURE	SOURCE	RESULT
High or Very High Fire Zone	State	NOT IN
Fire Hazard Severity Zone Rating	State	IN LOW
Wildland Fire Area (SRA)	State	NOT IN
Defensible Space Flyer	State	INCLUDED
Firewise USA®	National	INCLUDED
Wildland-Urban Interface Fire Hazard	Federal	NOT IN
Wildland-Urban Interface Fire Hazard	State	NOT IN
Utility Infrastructure Fire Hazard	State	NOT IN
Tree Mortality Fire Hazard	State	NOT IN
Sacramento County Weed Abatement Requirements	County	INCLUDED
Fire Protection District	State/Local	IN

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NOTE: Your signature on the NHDS Report Receipt page is sufficient to acknowledge delivery/receipt of this page and all the information herein.

FIRE

DISCLOSURE	SOURCE	RESULT
Assembly Bill 38 Notice	State	INCLUDED
CALFIRE Low Cost Retrofit List	State	INCLUDED

SEISMIC

DISCLOSURE	SOURCE	RESULT
Alquist-Priolo Fault Zone	State	NOT IN
Earthquake Faults	Federal	NOT WITHIN 1/4 MILE
Earthquake Faults	State	NOT WITHIN 1/4 MILE
Ground Shaking	State	IN
CGS Liquefaction Seismic Hazard Zone	State	IN
Earthquake-Induced Liquefaction	State	IN

GEOLOGIC

DISCLOSURE	SOURCE	RESULT
CGS Landslide Seismic Hazard Zone	State	NOT IN
Expansive Soils	Federal	IN UNMAPPED AREA
Soil Subsidence/Settling Earth	Federal	NOT IN
Soil Subsidence/Settling Earth	County	IN HIGH
Naturally Occuring Asbestos	State	NOT IN

OIL & GAS

DISCLOSURE	SOURCE	RESULT
Oil and Gas Wells	State	NOT WITHIN 500 FEET
Oil and Gas Field Administrative Boundary	State	NOT WITHIN
Natural Gas Storage Facilities	Federal	NOT WITHIN 2 MILES

NOISE

DISCLOSURE	SOURCE	RESULT
Airport Influence Area	County	NOT IN
Airport Vicinity	Federal	NOT WITHIN 2 MILES
Railroads	State	NOT WITHIN 1/4 MILE

LAND USE

DISCLOSURE	SOURCE	RESULT
Mining Operations	State	NOT WITHIN 1 MILE
Abandoned Mining Operations	State	NOT WITHIN 1 MILE
Mine Sites	Federal	NOT WITHIN 1/4 MILE

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LAND USE

DISCLOSURE	SOURCE	RESULT
Former Military Facilities (FUDS)	Federal	NOT WITHIN 1 MILE
Military Facilities	Federal	NOT WITHIN 1 MILE
Landfills (SWIS)	State	WITHIN 3 MILES
Landfills (Envirostor)	State	NOT WITHIN 3 MILES
Landfills (Geotracker)	State	WITHIN 3 MILES
Landfills (RCRA)	Federal	NOT WITHIN 3 MILES
Industrial/Commercial Land Use	County	IN
Industrial/Commercial Land Use	County	IN
Industrial/Commercial Zoning	County	IN
Senate Bill 79: Transit-Oriented Development	State	INCLUDED
Historical Significance Notice	State	INCLUDED
Critical Habitats	Federal	NOT IN
Protected Species / Habitats in Proximity	Federal	NOT IN
Protected Species / Habitats in Proximity	State	IN
Right to Farm	State	NOT WITHIN ONE MILE
Williamson Act Land Conservation Program	County	NOT IN

ENVIRONMENTAL

DISCLOSURE	SOURCE	RESULT
Groundwater Management and Monitoring (Potential Well Regulation)	State	IN HIGH PRIORITY
Groundwater Contamination	County	NOT IN
Environmental Report	EPA, DTSC, CalRecycle, SWRCB	INCLUDED

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ENVIRONMENTAL HAZARDS SUMMARY

This Environmental Hazards Report provides information on known, existing and historic hazardous substance contaminated sites that may be on or near the Subject Property, as listed by the Environmental Protection Agency and/or other specified regulatory bodies.

MAPPED

DISCLOSURE	REGULATORY	SITE COUNT
NPL/SEMS National Priorities List / Superfund Enterprise Management System	EPA	0
RCRA Resource Conservation and Recovery Act	EPA	38
ENVIROSTOR Hazardous Substance Contamination Sites, Site Mitigation & Brownfield Reuse Program Sites	CA Department of Toxic Substances Control	0
SWIS Solid Waste Information System	CalRecycle	0
GEOTRACKER Underground Storage Tanks, Department of Defense Site Cleanup Program, Land Disposal Sites	CA Water Resources Control Board	16

UNMAPPED

DISCLOSURE	REGULATORY	SITE COUNT
NPL/SEMS - Unmapped National Priorities List / Superfund Enterprise Management System	EPA	3
RCRA - Unmapped Resource Conservation and Recovery Act	EPA	15
ENVIROSTOR - Unmapped Hazardous Substance Contamination Sites, Site Mitigation & Brownfield Reuse Program Sites	CA Department of Toxic Substances Control	0
SWIS - Unmapped Solid Waste Information System	CalRecycle	0
GEOTRACKER - Unmapped Underground Storage Tanks, Department of Defense Site Cleanup Program, Land Disposal Sites	CA Water Resources Control Board	0

GENERAL NOTICES OF REQUIRED DISCLOSURES & FORMS

NOTICE	
Building Energy Use Benchmarking and Public Disclosure Program	INCLUDED
Methamphetamine & Fentanyl Disclosure Requirement	INCLUDED
Megan's Law - Sex Offender Database	INCLUDED
Mold Notice	INCLUDED
Abandoned Wells	INCLUDED
Radon Notice	INCLUDED
Well Stimulation Treatments Notice: Hydraulic Fracturing	INCLUDED
Carbon Monoxide Devices	INCLUDED
Natural Gas and Hazardous Liquid Pipelines	INCLUDED
Water Conserving Plumbing Fixtures	INCLUDED
Notice of Duct Sealing Requirements	INCLUDED

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GENERAL NOTICES OF REQUIRED DISCLOSURES & FORMS

NOTICE	
Notice of Assembly Bill 1482: Tenant Protection Act of 2019	**INCLUDED**
California Waterway Setback Requirements	**INCLUDED**
Sacramento Metropolitan Air Quality Management District	**INCLUDED**

PROPERTY TAX RECORDS

The following Total Annual Tax amount represents the annual property taxes based on the levies and property valuation as listed in the assessor's tax records as of the beginning of the identified tax year. This amount is subject to change pursuant to the purchase price of the property and/or changes to the assessed value, and does not include supplemental tax bills or penalty fees. For an estimate of future property taxes, click here.

Mello-Roos Total	|	0.00
Direct Charge (Special Assessment/1915) Total	|	$1,820.10
Variable (Ad Valorem) Tax Total	|	0.00
Variable (Ad Valorem) Tax Rate	|	1.187300%
2025-2026 Property Tax Bill Total	|	**$1,820.10**

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PROPERTY ID
NOTE: Your signature on the NHDS Report Receipt page is sufficient to acknowledge delivery/receipt of this page and all the information herein.

TERMS AND CONDITIONS

IMPORTANT NOTICE: This "Easy NHD" is a summary of the complete Property I.D.® Mandatory NHD report. This summary does not replace the complete report and it does not remove the requirement to disclose. Buyers and Sellers must read the complete report in its entirety before the close of escrow. This summary is subject to the Terms and Conditions of the complete report. Reports can be emailed directly to recipients from Property Platinum accounts (www.propertyid.com), or call customer service at (800)626-0106.

The Report is subject to each of the following Terms and Conditions. Each Recipient (as that term is defined below) of the Report hereby acknowledges and agrees that the Report is subject to the following Terms and Conditions, and each Recipient agrees to be bound by such Terms and Conditions. Use of this Report by any Recipient constitutes acceptance of the Terms and Conditions to the Report. The Terms and Conditions below are hereby incorporated by this reference into the Report. This Report is not an insurance policy.

The following persons or entities are deemed "Recipients" of this Report: (1) the seller of the real property that is the subject of the specific transaction for which this Report was issued; (2) that seller's agent and broker; (3) the buyer of the real property that is the subject of the specific transaction for which this Report was issued; (4) that buyer's agent and broker; (5) Transaction Coordinator; and (6) the escrow officer and escrow company handling the specific transaction for which this Report was issued. This Report is for the exclusive use of the Recipients. No person or entity, other than the Recipients, shall be entitled to use or rely on the Report. This Report may not be used, referred to, or relied upon by any person or entity other than the Recipients. No person or entity, other than the Recipients, shall be deemed, treated, or considered to be a beneficiary (intended or otherwise) of this Report. Recipients are obligated to make disclosures that are within their actual knowledge.
This Report has been issued in connection with a particular transaction for the sale of the real property described in the Report. The Report may only be used in connection with that particular transaction. If an escrow number has been provided to Property I.D., then this Report may only be used in connection with that particular escrow. The Report may not be used for any other transaction or escrow.

The Report may not be used, for any purpose, if the Recipients have not paid for the Report.

This Report is made for the real property specifically described in the Report (the "Subject Property"). The Subject Property shall not include any property beyond the boundaries of the real property described in the Report. The Subject Property shall not include any structures (whether located on the Subject Property, or not), easements, or any right, title, interest, estate, or easement in any abutting streets, roads, alleys, lanes, ways, or waterways.

No determination is made and no opinion is expressed, or intended, by this Report concerning the right, entitlement, or ability to develop or improve the Subject Property. Property I.D. has no information concerning whether the Subject Property can be developed or improved. Property I.D. expresses no opinion or view, and assumes no responsibility, with respect to the development or improvement of the Subject Property.

No determination is made and no opinion is expressed, or intended, by this Report as to title to the Subject Property. No determination is made and no opinion is expressed, or intended, by this Report concerning whether the Subject Property is comprised of legal lots in conformance with the California Subdivision Map Act or local ordinances.

No determination is made and no opinion is expressed, or intended, by this Report concerning architectural, structural, mechanical, engineering, or legal matters. No determination is made and no opinion is expressed, or intended, by this Report concerning structures or soils on or outside of the Subject Property, including, without limitation, habitability of structures or the Subject Property, suitability of the Subject Property for construction or improvement, potential for soil settlement, drainage, soil subsidence, or other soil or site conditions. No determination is made and no opinion is expressed, or intended, by this Report concerning the marketability or value of the Subject Property. Property I.D. has not conducted any testing of the Subject Property. Property I.D. has not conducted any physical or visual examination or inspection of the Subject Property. This Report is not a substitute for a physical or visual examination or inspection of the Subject Property. If detailed on-site information regarding geologic, environmental, engineering, planning, or other professional studies is desired, Property I.D. recommends that an appropriate qualified professional consultant be retained.

No determination is made and no opinion is expressed, or intended, by this Report concerning the existence of hazardous or toxic materials or substances, or any other defects, on or under the Subject Property, unless specifically described in the Report.

No determination is made and no opinion is expressed, or intended, by this Report concerning any condition of the Subject Property, unless that condition is specifically described in the Report. The Report is intended to address only those matters expressly described in the text of the Report. The Report is not intended to address any matter (either expressly or impliedly) not specifically described in the text of the Report.

This Report is issued as of the date identified in the Report. Property I.D. shall have no obligation to advise any Recipient of any information learned or obtained after the date of the Report even if such information would modify or otherwise affect the Report. Subsequent to Property I.D.'s acquisition of Government Records, changes may be made to said Government Records and Property I.D. is not responsible for advising the Recipients of any changes. Property I.D. will update this Report upon request and at no charge during the transaction process for which this Report was issued, but not to exceed one year from the date of the Report. Likewise, Property I.D. is not liable for any impact on the Subject Property that any change to the Government Records may have.

No determination is made and no opinion is expressed, or intended, by this Report concerning the need to purchase earthquake, fire, or flood insurance, or any other insurance, for the Subject Property.
In preparing the Report, Property I.D. has accurately reported on information contained in Government Records. Property I.D. has reviewed and relied upon those Government Records specifically identified and described in the Report. Property I.D. has not reviewed or relied upon any Government Records that are not specifically identified in the Report. Property I.D. also has not reviewed any parcel maps, plat maps, survey maps, surveyor maps, assessor maps, assessor parcel maps, developer maps, or engineering maps, whether or not such maps have been recorded. No determination is made and no opinion is expressed, or intended, by the Report concerning any matters identified in Government Records that were not reviewed by Property I.D. If any Recipient has a question concerning the specific Government Records reviewed (or not reviewed) by Property I.D., then the Recipients should contact Property I.D.'s Customer Service Department at (800) 920-5603.

Mapped hazard zones may represent generalized hazard information. If the questionable edge of a hazard zone impacts any portion of the Property, the report will reflect that the Property is "IN" the zone. If the Subject Property shares a common area with other properties (examples include condominiums, planned developments, town homes, and mobile homes) and any portion of the common area of the complex in which the Subject Property is located is situated in the specified hazard zone, due to the quality and availability of the parcel boundary information supplied by the county, "IN" may be reported even if the property/unit/lot that is the subject of this report is itself not in the specified hazard zone. If the county's parcel boundaries include only the individual unit's boundaries and do not include common areas for which property owners may also be responsible, hazards that exist only in the common areas may not be reported as "IN". When found in the hazard determination the terms "zone", "area", or "mapped" are words strictly defined as geographic locations delineated by specific boundaries identified in the maps and/or data prepared by the applicable governmental agency.

Property I.D. has relied upon the Government Records specifically identified in the Report without conducting an independent investigation of their accuracy. Property I.D. assumes no responsibility for the accuracy of the Government Records identified in the Report.

To the extent that any Recipient has provided information to Property I.D. (including, without limitation, a legal description of the Subject Property), Property I.D. has relied upon that information in preparing this Report. Property I.D. has not conducted an independent investigation of the accuracy of the information provided by the Recipient. Property I.D. assumes no responsibility for the accuracy of information provided by the Recipient. Property I.D. shall be subrogated to all rights of any claiming party against anyone including, but not limited to, another party who had actual knowledge of a matter and failed to disclose it to the Recipients in writing prior to the close of escrow.

Except as specifically described in the Report, Property I.D. makes no warranty or representation of any kind, express or implied, with respect to the Report. Property I.D. expressly disclaims and excludes any and all other express and implied warranties, including, without limitation, warranties of merchantability or fitness for a particular purpose.

Property I.D. shall have no responsibility, or liability, for any lost profits, consequential damages, special damages, indirect damages, or incidental damages allegedly suffered as a result of the use of, or reliance on, the Report.

The Report shall be governed by, and construed in accordance with, the laws of the State of California.

This Report constitutes the entire, integrated agreement between Property I.D. and Recipients, and supersedes and replaces all prior statements, representations, negotiations, and agreements.

If any provision of the Terms and Conditions to this Report is determined to be invalid or unenforceable for any reason, then such provision shall be treated as severed from the remainder of the Terms and Conditions, and shall not affect the validity and enforceability of all of the other provisions of the Terms and Conditions.
Any dispute, controversy, or claim arising out of, or relating in any way, to the Report, shall be resolved by arbitration in Los Angeles, California, in accordance with the arbitration rules of the Judicial Arbitration and Mediation Service ("JAMS"). The prevailing party in the arbitration shall be entitled to its attorneys' fees and costs, including, without limitation, the fees of the arbitrator.

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NATURAL HAZARD DISCLOSURE STATEMENT AND DISCLOSURE REPORT RECEIPT

This statement applies to the following property: 1410 ETHAN WAY SACRAMENTO, CA 95825; SACRAMENTO COUNTY; APN: 285-0090-026-0000 Date: 08/19/2026

This disclosure statement is intended to be a part of the
☐ AIR STANDARD OFFER AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE or

☐ _____ (the "Purchase Agreement") dated _____,

wherein _____ is the Seller and _____ is the Buyer.

Note: This disclosure statement is not designed nor intended to be used in place of the AIR standard Property Information Sheet.

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. Refer to Report.
Yes _X_ 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. Refer to Report.
Yes _X__ No ___ Do not know and information not available from local jurisdiction ___

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

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

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

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code. Refer to Report.
Yes ___ No _X__

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code. Refer to Report.
Yes (Landslide Zone) ___ Yes (Liquefaction Zone) _X__ No ___ Map not yet released by state ___

The items listed below indicate additional statutory disclosures and legal information that are provided in the report.

- Additional Reports that are enclosed herein if ordered:
  (A) ENVIRONMENTAL RISK REPORT (Enclosed if ordered)
- Additional Statutory Disclosures:
  (A) INDUSTRIAL USE ZONE DETERMINATION (where available) (B) MILITARY ORDNANCE FACILITIES pursuant to California Civil Code Sections 1102.15 and 1940.7. (C) MELLO-ROOS & SPECIAL ASSESSMENTS pursuant to Section 53311-53365.7 / 53754 of the California Government Code; Refer to Report.
- Additional Local Jurisdiction Hazards - May include the following:
  Airports, Airport Influence Area, Avalanche, Coastal Protection, Conservation Areas, Critical Habitats, Dam Failure Inundation, Duct Sealing Requirements, Erosion, Fault Zone, FEMA Floodway, Fire, Groundwater, Sea Level Rise, Landslide, Liquefaction, Methane Gas, Mines, Naturally Occurring Asbestos, Oil and Gas Well Proximity, Petrochemical Contamination, Property Taxes, Radon, Right to Farm, Soil Stability, Tsunami, Williamson Act, Wind Erosion. Refer to Report.
- General Notices:
  Methamphetamine Contamination, Megan's Law – Sex Offender Database, Mold, Abandoned Wells. Carbon Monoxide Devices, Natural Gas and Hazardous Liquid Pipelines, Water Conserving Plumbing Fixtures, Notice of Supplemental Property Tax Bill, AB 38 Notice, CALFIRE Defensible Space, CALFIRE Low Cost Retrofit List, Fire Safety & Home Hardening Form, California Waterway Setback Requirements, SGMA Groundwater Basin Priority, Sacramento Metropolitan Air Quality Management District, Historical Significance Notice. Refer to Report.
- Governmental Guides are delivered with printed reports and linked on electronically delivered reports (also available at https://propertyid.com/downloads)
  (A) COMMERCIAL PROPERTY OWNER'S GUIDE TO EARTHQUAKE SAFETY pursuant to California Business and Professions Code Section 10147. Refer to Report.

The above disclosure statement, legal, and government information do not substitute any inspections or warranties the principal(s) may wish to obtain. No representation or recommendation is made by any broker as to the legal sufficiency, legal effect, or consequences of this document, or the purchase agreement to which it relates. The representations made in this Natural Hazard Disclosure Statement do not constitute all of the seller's or agent's disclosure obligations in this transaction.

This Report contains the Mandatory Commercial Natural Hazard Disclosure Report. The Environmental Risk Report is only enclosed if it has been ordered. To order the Environmental Risk Report, please contact Property I.D. Customer Service at 800-626-0106.

Signature of Seller(s) _____ Date_____
Print Name _____

Signature of Seller(s) _____ Date_____
Print Name _____

Signature of Buyer(s) _____ Date_____
Print Name _____

Signature of Buyer(s) _____ Date_____
Print Name _____

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Property Address:

1410 ETHAN WAY

SACRAMENTO, CA 95825

The California ENERGY COMMISSION

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

Buyer's Signature	Printed Name	Date
Buyer's Signature	Printed Name	Date
Buyer's Agent Signature	Printed Name	Date
	Broker's Name	
Seller's Signature	Printed Name	Date
Seller's Signature	Printed Name	Date
Listing Agent's Signature	Printed Name	Date
	Broker's Name	

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

California Civil Code Section 2079.10 states that if this booklet is provided to the buyer by the seller or broker, then this booklet is deemed to be adequate to inform the home buyer about the existence of California Home Energy Rating Program. For more information, visit:

https://www.energy.ca.gov/programs-and-topics/programs/home-energy-rating-system-hers-program

Commercial Property Earthquake Risk Disclosure Report

(2022 Edition)

Name _____ APN 285-0090-026-0000

Street Address 1410 ETHAN WAY Year Built _____

City SACRAMENTO County SACRAMENTO Zip Code 95825

Answer these questions to the best of your knowledge. If any of questions 1–7 are answered "No," or if either question 8 or 9 is answered "Yes," your property is likely to have an elevated/disclosable earthquake risk. If you do not have actual knowledge as to whether these risks exist, answer "Don't Know." Questions answered "Don't Know" may indicate a need for further evaluation. If your property does not have the feature, answer "Doesn't Apply." If you corrected one or more of these risks, describe the work on a separate page. The page numbers in the right-hand column indicate where in this guide you can find information on each of these features.

		Yes	No	Doesn't Apply	Don't Know	See Page
1.	Are water heater(s) braced, strapped, or anchored to resist falling during an earthquake?	☐	☐	☐	☐	14
2.	If the building has precast (tilt-up) concrete or masonry walls (reinforced or unreinforced) with wood-frame floors or roof: Are walls adequately anchored to floors and roofs?	☐	☐	☐	☐	15
3.	If building walls are of unreinforced masonry:					
	a. Are these walls and parapets strengthened?	☐	☐	☐	☐	16
	b. If load-bearing walls have not been strengthened, and the building is in Seismic Zone 4: Have warning signs been posted?	☐	☐	☐	☐	17
4.	If the building is a pre-1980 concrete building: Do walls or columns have adequate steel reinforcement?	☐	☐	☐	☐	18
5.	If the building is a pre-1995 building with steel-moment framing: Has it been inspected for fractures in welds in or near steel connections?	☐	☐	☐	☐	19
6.	If the building has a soft- or weak-story or open-front design: Has it been adequately strengthened?	☐	☐	☐	☐	20
7.	Is exterior cladding and signage adequately anchored?	☐	☐	☐	☐	21

A "Yes" answer on Questions 8 and/or 9 could indicate that the property is in a location prone to earthquake damage. More information is available at ***www.conservation.ca.gov/cgs/geohazards/eq-zapp.***

8.	Is the building in an Alquist-Priolo Earthquake Fault Zone (an area prone to fault rupture)?	☐	☐		☐	6
9.	Is the building in a Seismic Hazard Zone (zone identified as susceptible to liquefaction or landslides)?	☐	☐		☐	6

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

EXECUTED BY

Seller _____ Seller _____ Date _____

I acknowledge receipt of this Disclosure Report, completed and signed by the seller. I understand that if the seller has answered "No" to one or more questions 1–7 or "Yes" to question 8 or 9, or if the seller has indicated a lack of knowledge, there may be one or more earthquake risks that could impact this property.

Buyer _____ Buyer _____ Date _____

Fidelity National Title Company

PRELIMINARY REPORT

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

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

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

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida corporation.

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

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

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Countersigned By:

Bryan Shank
Authorized Officer or Agent

Attest:

Marjorie Nemzura, Secretary

Visit Us on our Website: www.fntic.com

Fidelity National Title Company

ISSUING OFFICE: 2200 A. Douglas Blvd, #200, Roseville, CA 95661

FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company of California
2200 A. Douglas Blvd, #200 • Roseville, CA 95661
(916)791-3682 • FAX

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

PRELIMINARY REPORT

Title Officer: Shannon Dalton
Email: shannon.dalton@titlegroup.fntg.com
Title No.: FSSE-5062600282-SD

Escrow Officer: Sheri Pickard
Email: Sheri.Pickard@fnf.com
Escrow No.: FSSE-5062600282 -SP

TO: Newmark
980 9th St. Suite 2500
Sacramento, CA 95814
Attn: Rich Ellsworth
Your Ref No.:

PROPERTY ADDRESS(ES): 1410 Ethan Way, Sacramento, CA

EFFECTIVE DATE: August 12, 2026 at 07:30 AM

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

CLTA Standard Coverage Owner's Policy - 2022

ALTA Loan Policy 2021

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:

   LOS RIOS COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California

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

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

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 285-0090-026-0000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 2 as shown on the Parcel Map entitled "Portion Of The West 1/2 Of The Southwest 1/4 Of The Northwest 1/4, Section 65, Rancho Del Paso", filed in the office of the Recorder of Sacramento County, California, on July 12, 1973, in Book 13 of Parcel Maps, Map No. 31.

EXCEPTING THEREFROM the East 160.00 feet as measured along the South line of said Parcel 2.

Also being described as Parcel No. 2 in the Certificate Of Compliance - Land Division, recorded November 18, 1975, in Book 751118, Page 819, of Official Records.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2026-2027.

2. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

4. Any unpaid amounts now owing, for delinquent utilities, of record or not. Amounts can be ascertained by contacting the following:

   County of Sacramento at (916) 875-5555, and/or including:
   City of Sacramento at (916) 808-5454.
   City of Folsom at (916) 355-7200.
   City of Galt at (209) 366-7150.
   City of Elk Grove at (916) 478-3642.
   Atlas Disposal at (916) 288-2800.
   City of Isleton at (916) 777-7770.
   City of Citrus Heights at (916) 725-2448, and for waste charges - Allied Waste at (916) 725-9060, and as required, fax request to (916) 463-0297.
   Sacramento Suburban Water District at (916) 972-7171.

5. The land lies within the boundaries of Arden Arcade Property and Business Improvement District.

   This special tax is included in and payable with the general property taxes as reflected herein.

6. Water rights, claims or title to water, whether or not disclosed by the public records.

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Sacramento Municipal Utility District, a municipal utility district
Purpose:	Underground electrical facilities
Recording Date:	September 19, 1968
Recording No.:	Book 680919, Page 585, of Official Records
Affects:	West 5.00 feet

EXCEPTIONS
(continued)

8. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by ALTA/ACSM Land Title Survey "Portion Parcel 2 13 P.M. 31",

   Job No.: 5532, of The Spink Corporation
   Dated: July 26, 1995
   Prepared by: Craig H. Wecker
   Matters shown:

   (a) Water valve on West property line North of Southern most driveway.
   (b) Sidewalk into property along West line North of Southern most driveway.
   (c) Three and one-half (3.5) foot service box on West property line on Ethan Way South of beginning of curve to Hallmark Drive, if other than electrical.
   (d) Telephone box on West property line on Ethan Way at beginning of curve to Hallmark Drive.
   (e) Sidewalk into North line of property along Hallmark Drive from 1.6 feet to 2.1 feet.
   (f) Water valves in Northwest corner of property.
   (g) Electrolier adjacent to Hallmark Drive near beginning of curve to Ethan Way.
   (h) Mail boxes on North line of property near beginning of curve to Ethan Way.
   (i) Water valve and fire hydrant near North line of property West of Northeast corner.
   (j) Street sign near North line of property West of Northeast corner.
   (k) Six (6) foot cyclone fence into adjoining property at two (2) locations along East line.
   (l) Pavement into adjoining property along Southern portion of East line.
   (m) Curbing on property extending Easterly into adjoining property to meet six (6) foot cyclone fence in three (3) locations South of building.

9. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

10. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

    The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

    The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

11. The Company will require that an Owner’s Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

    Party(ies): LOS RIOS COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California

    The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

12. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.

EXCEPTIONS
(continued)

13. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.

14. The transaction contemplated in connection with this Commitment is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

END OF EXCEPTIONS

NOTES

Note 1. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Commercial Property, known as 1410 Ethan Way, Sacramento, CA, to an Extended Coverage Loan Policy.

Note 2. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.

Note 3. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note 4. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.:	285-0090-026-0000
Fiscal Year:	2025-2026
1st Installment:	$910.05
2nd Installment:	$910.05
Code Area:	054-185
Bill No.:	20250493304

Note 5. Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.

Note 6. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note 7. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

Note 8. Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Note 9. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

NOTES
(continued)

Note 10. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

Note 11. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

END OF NOTES

WIRE SAFE™ | Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
http://www.fbi.gov

Internet Crime Complaint Center:
http://www.ic3.gov

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FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective January 1, 2026

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.,* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.,* loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Device and Browsing Information

FNF automatically collects the following categories of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser information, such as version, language, and type;
- device type and operating system;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Website Analytics. We use Google Analytics to understand how visitors interact with FNF Websites. Google Analytics may collect information such as your IP address, device type, and pages visited to help us analyze site traffic and to personalize your browsing experience on our site. If you don't want Google Analytics to be used in your browser, you can install the Google Analytics browser add-on, which Google makes available online.

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

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Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, and our affiliates' services, jointly or independently;
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose the categories of Personal Information and Browsing Information listed above for the following purposes:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link Privacy Request, or email privacy@fnf.com, or call (888) 714-2710.

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Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon:
Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Ticor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Ticor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and

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Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent to this Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's Privacy Request website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990 (11-09-18)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

   (c) resulting in no loss or damage to the insured claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(*Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here*)

ATTACHMENT ONE
(CONTINUED)

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE OWNER'S POLICY (02-04-22)
EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE

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

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

PART I

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

PART II

(*Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here*)

ATTACHMENT ONE
(CONTINUED)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21)
EXCLUSIONS FROM COVERAGE

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

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

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by You;
   b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
   c. resulting in no loss or damage to You;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
   e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
   a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
   b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

   Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

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

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

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

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

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

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

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

   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

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

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

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

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

ATTACHMENT ONE
(CONTINUED)

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

EXCEPTIONS FROM COVERAGE

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

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

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

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies
CTC - Chicago Title Company
CLTC - Commonwealth Land Title Company
FNTC - Fidelity National Title Company
FNTCCA - Fidelity National Title Company of California
TICOR - Ticor Title Company of California
LTC - Lawyer's Title Company
SLTC - ServiceLink Title Company

Underwritten by FNF Underwriters
CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Co.
FNTIC - Fidelity National Title Insurance Co.
NTINY - National Title Insurance of New York

Available Discounts

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, CLTIC, FNTIC, NTINY)
On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

DISASTER AREA TRANSACTIONS (CTIC, CLTIC, FNTIC, NTINY)
This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a Lender's Policy (Standard or Extended), or an Owner's Policy (Standard or Homeowners coverage). To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

A. The subject property is in a disaster area declared by the government of the United States or the State of California.

B. The subject property was substantially or totally destroyed in the declared disaster.

C. The subject property ownership has not changed since the time of the disaster.

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster.

Notice of Available Discounts
(continued)

DISASTER AREA ESCROWS (CTC, CLTC, FNTC, TICOR, LTC)
This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a loan or a sale escrow transaction. To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

A. The subject property is in a disaster area declared by the government of the United States or the State of California.

B. The subject property was substantially or totally destroyed in the declared disaster.

C. The subject property ownership has not changed since the time of the disaster.

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster. Standard minimum charge applies based upon property type. No other discounts or special rates, or combination of discounts or special rates, shall be applicable. Applies to a single transaction per property.

This rate is applicable to the following Zones/Counties:

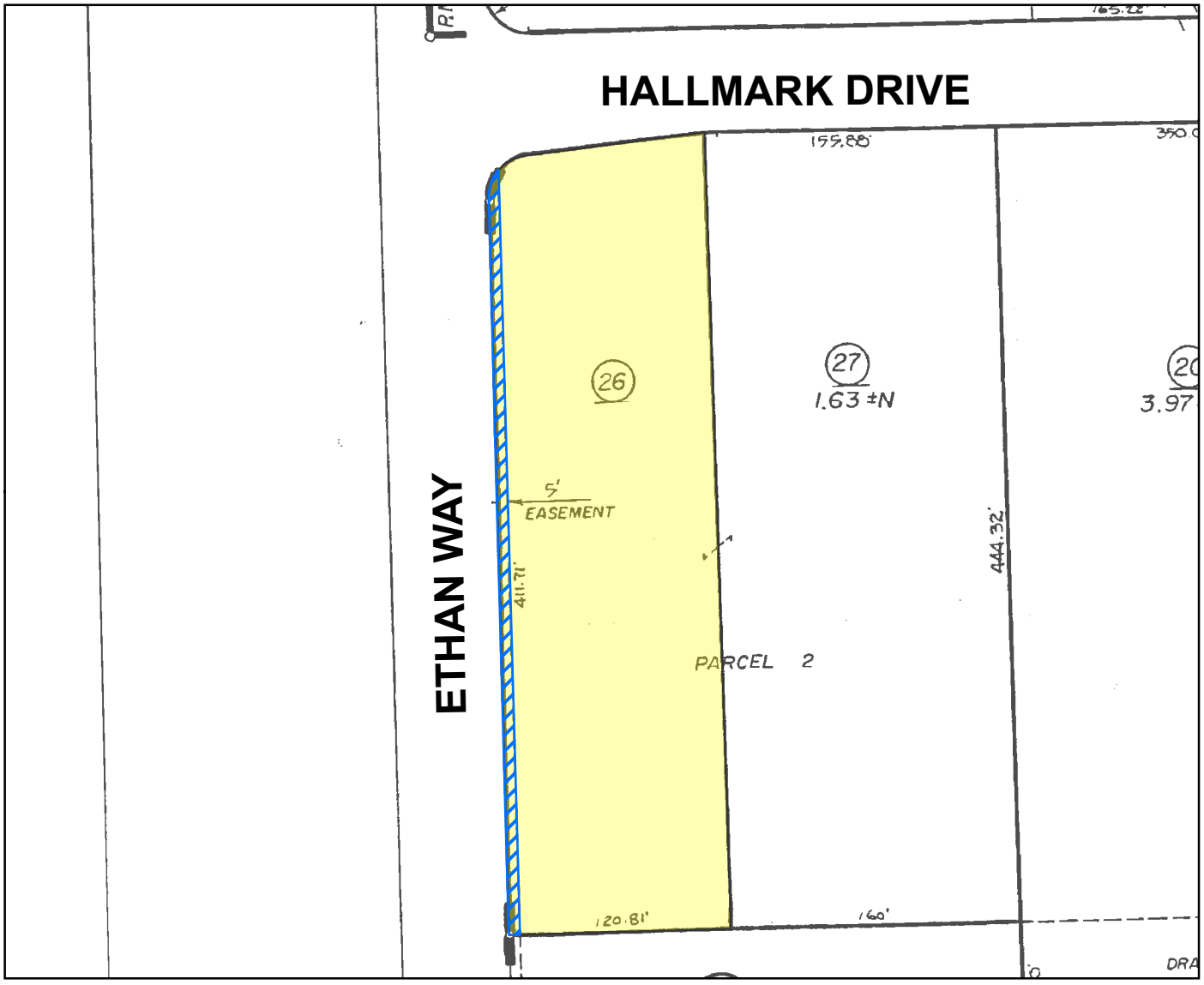
Zone 1.A: Orange County
Zone 1.B: Riverside and San Bernardino Counties
Zone 2: Los Angeles County
Zone 3: Ventura County
Zone 10: San Diego County
Zone 12: Imperial County

If used for a sale transaction, the application of this rate assumes the charge for the Residential Sale Escrow Services (RSES) fee will be split evenly between buyer and seller. As such and regardless of how the calculated applicable RSES will be split between the disaster victim and the other principal, the rate will be applied only to one half (1/2) of the calculated applicable RSES fee, regardless of whether the disaster victim is paying half (1/2) of the RSES fee (as is customary) or paying the entire fee. The rate under this provision will be fifty percent (50%) of disaster victims' one half (1/2) portion only and shall not apply to any portion paid by non-disaster victim. Additional services will be charged at the normal rates.

MILITARY DISCOUNT RATE (CTIC, CLTIC, FNTIC)
Upon the Company being advised in writing and prior to the closing of the transaction that an active duty, honorably separated, or retired member of the United States Military or Military Reserves or National Guard is acquiring or selling an owner occupied one-to-four family property, the selling owner or acquiring buyer, as applicable, will be entitled to a discount equal to fifteen percent (15%) of the otherwise applicable rates such party would be charged for title insurance policies. Minimum charge: Four Hundred Twenty-Five And No/100 Dollars ($425.00)

The Company may require proof of eligibility from the parties to the transaction verifying they are entitled to the discount as described. No other discounts or special rates, or combination of discounts or special rates, shall be applicable.

1 inch = 92.06 feet



Legend

Property In Question - Fee

Item No. 7 - Easement for Underground Electrical Facilities
In 09/19/1968 Bk680919 Pg585 of Official Records
Affects said portion as described in the document

©2026
Fidelity National Title Company
2200 A. Douglas Blvd, #200,
Roseville, CA 95661

	Title Order No. : FSSE-5062600282, Preliminary Report Dated August 12, 2026	Drawing Date : 08/27/2026 - FNFI
	Reference :	Assessor's Parcel No. : 285-0090-026-0000
	Property : 1410 Ethan Way, Sacramento, CA	Data :
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.	Plat Showing : A PORTION OF LAND IS SITUATED IN THE UNINCORPORATED AREA IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA	Sheet 1 of 1 Archieve #

WESTERN
VALUATION SOLUTIONS

RESTRICTED APPRAISAL REPORT

Surplus Property

1410 Ethan Way
Sacramento, California 95825

APN: 285-0090-026

Date of Value

April 2, 2025

Date of Report

April 2, 2025









Jared Calabrese, MAI, CCIM, AI-GRS
916-397-6981
5716 Folsom Boulevard, S 148, Sacramento, California 95819
www.westernval.com

RESTRICTED APPRAISAL REPORT

The following is a restricted appraisal report developing an opinion of the market value of the fee simple interest of the subject property. The document meets the requirements of a restricted appraisal report in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). Every effort has been made to conform to the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Practice (USPAP) of the Appraisal Foundation. This document is being provided at the request of the client; use of this report is limited to the client who is the only intended user. The rationale for how the appraiser arrived at the opinions and conclusions set forth in this report may not be understood properly without the additional information that has been retained in the appraiser's work file.

SCOPE OF WORK

The valuation of the subject parcel involved an investigation and analysis of the neighborhood, as well as the region, for social, economic, governmental, and environmental forces and trends that affect or could influence property values. Research was conducted on potentially comparable sales in the subject's competitive market area within a reasonable timeframe around the date of value. The property was inspected on April 2, 2025, by Jared Calabrese, MAI, CCIM, AI-GRS. The inspection sets effective date of value.

EXTRAORDINARY ASSUMPTIONS/HYPOTHETICAL CONDITIONS

An extraordinary assumption is an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment but is used for the purpose of analysis.

EXTRAORDINARY ASSUMPTIONS

1. A preliminary title report was not provided for review. This report assumes that there are no encumbrances or exceptions of title that negatively impact the utility or marketability of the subject, or its ability to be put to its highest and best use.

HYPOTHETICAL CONDITIONS

None

APPRAISAL DETAILS

Client/Intended User	Mr. Mario Rodriguez CFO Los Rios Community College District
Intended Use	The intended use of the appraisal is for internal decision-making purposes regarding the potential disposition of the asset.
Purpose of the Report (Type of Value)	To provide an opinion of the market value of the fee simple interest of the subject property.
Property Rights Appraised	Fee simple
Highest and Best Use	Current use as office

DEFINITIONS USED IN THE REPORT

Market Value

Source: Office of the Comptroller of the Currency. CFR Title 12, Part 34, Subpart C, § 34.42 Definitions

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Date of this Valuation	April 2, 2025
Date of Report	April 2, 2025

PROPERTY DESCRIPTION

The subject property is comprised of one assessor's parcel consisting of 50,965 square feet (1.17 acres) and improved with one, two-story office building totaling approximately 19,109 square feet, located in Sacramento, California. The office was originally built in 1976 and is up to current market standards and in good condition. The subject is owner-occupied and operates as one unit but could be utilized as two units between the first and second floors. The interior buildout is of typical office space with a mix of tile, carpet tile, carpet, drop-down acoustical ceiling, florescent lighting, and sheetrock walls. The highest and best use is for continued use as an office building. The location is at the southeast corner of Ethan Way and Hallmark Drive, one block west of Howe Avenue, a major vehicular thoroughfare connecting Highway 50 to the south (about four miles south) and Business 80 to the north (about one mile northwest). The subject is immediately west of Cal Expo, a large entertainment property of about 350 acres that also hosts the annual California State Fair. The subject has an average+ location for an office building given the proximity to major freeways, commercial amenities, and all types of residential options. Vehicular access is from Ethan Way.

BASIC PROPERTY DATA

Owner of Record	Per public record, the property is owned by Los Rios Junior College District.
APN(s)	285-0090-026-0000
Site Size	1.17 acres; 50,965 square feet
Property Address	1410 Ethan Way Sacramento, California 95825-2205 The parcel has corner frontage on Ethan Way and Hallmark Drive with Hurley Way the next block south.
Sales History	Per public records and discussions with the owner there have been no transfers of ownership for the subject property in the past three years. We are also not aware of any listings or contracts.
Applicable Zoning	GC – General Commercial, Commercial & Office.
General Plan Land Use	GC – General Commercial, Commercial & Office, Mixed-Use Corridor, within the Arden Arcade Community Plan.
Highest & Best Use	Office Development

VALUATION

Information considered relevant to the appraisal assignment has been described in the report, and data pertaining to value has been analyzed using two of the three traditional approaches to value, consisting of the Sales Comparison Approach and Income Approach. The Cost Approach is rarely used by market participants. The reliability of this appraisal report is not considered to be affected by the exclusion of the Cost Approach. The property is appraised under the current market value as they exist on the date of value.

SALE COMPARISON APPROACH TO VALUE

In the Sales Comparison Approach to value, the subject property should be compared to other similar properties that recently sold in the market area. The sales all reflect office buildings within Sacramento County.

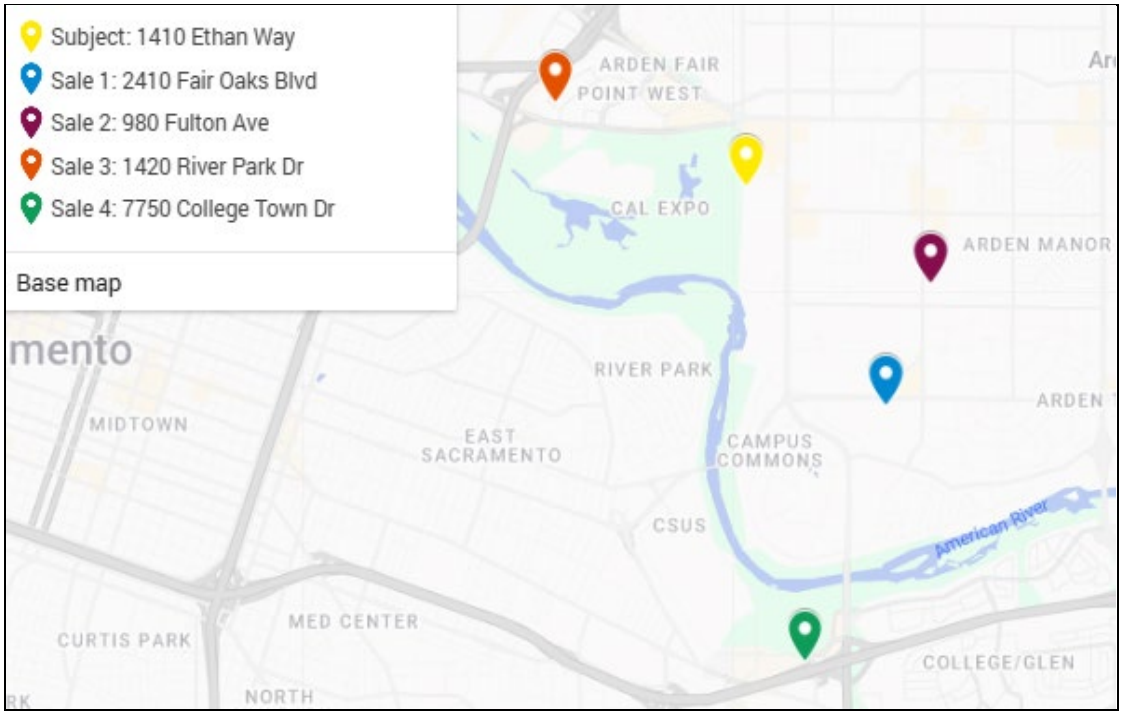
The sale properties were compared based on price per square foot of improved building space, consistent with the market for office properties. We have searched for similar office sales within the past two years and in the competitive market area. The sale dates range from December 2023 to September 2024. The sale prices range from $100 per square foot to $174 per square foot. Given the surveyed time period, no adjustments for market conditions are estimated.

The comparables are presented in the following table.

SALES COMPARABLE TABLE

Sale #	Location APN No. (s)	Seller Buyer	Sale Date Doc #	Size SF	Cap Rate	Sale Price Price / SF
S-1	2410 Fair Oaks Blvd Sacramento, California APN: 294-0140-013	James B Hansen & Betsy A Hansen Living Trust Sierra Comm Mons Investments LLC	9/24 09250774	27,993	NAP	$2,800,000 $100
S-2	980 Fulton Avenue Sacramento, California APN: 286-0300-001-0002	TF-980 Fulton LLC & JHH-980 Fulton LLC Savanah One LLC	9/24 09130275	17,505	NAP	$3,042,000 $174
S-3	1420 River Park Drive Sacramento, California APN: 227-0287-031	American KGB Nuts LLC Mike Mogadam	8/24 08020388	15,702	NAP	$2,415,000 $154
S-4	7750 College Town Drive Sacramento, California APN: 079-0010-041	Gresta Assoc LP Ashley Enterprises LLC	12/23 12280775	30,541	NAP	$3,500,000 $115
SUBJECT	1410 Ethan Way Sacramento, CA APN: 285-0090-026-0000	Appraisal	---	19,109	NAP	$2,293,080 $120

SALES COMPARABLE MAP



The comparables are arrayed in the following table.

Sale No.	Sale Price / SF	Size (SF)
S-2	$174	17,505
S-3	$154	15,702
Subject Value Conclusion between $115 and $154 per Square Foot		
S-4	$115	30,541
S-1	$100	27,993

Sale One is in a superior location on Fair Oaks Boulevard across from Loehmann's Plaza and consists of two buildings totaling about 28,000 square feet. The two multi-tenant buildings have inferior quality / condition compared to the subject and this factor, coupled with the larger size, requires an upward adjustment to the price per square foot. **Sale Two** is in a superior location, the Arden Fair Oaks Neighborhood. 27 of the 79 parking spaces at this Class A office building are covered. The building was occupied by a law firm and reflects superior interior improvements. Overall, downward adjustment is required for the location and quality / condition of the building. **Sale Three** sold in August 2024 and is located 1.5 miles to the northwest in a slightly superior location. This is a multi-tenant medical office building and beyond location requires a downward adjustment for interior finishes and a slight downward adjustment for size. **Sale Four** occurred in December of 2023 to a partial owner-user, and is located near Howe Avenue and Highway 50, a generally similar location. Overall, upward adjustments are needed due to size.

In conversations with brokers, they opined a range from $120 to $125 per square foot. Given this, the analysis above, and current market conditions, we estimate the subject would achieve $120 per square foot.

Therefore, the market value of the fee simple interest of the subject property, as of April 2, 2025, subject to the extraordinary and general assumptions and the conditions included in this report, via the Sales Comparison Approach, is estimated at $120 per square foot, equaling $2,293,080 ($120/SF x 19,109 SF = $2,293,080), and *rounded* below.

$2,300,000

As the subject could also appeal to a partial owner-user, and as a check on our concluded value above, we perform a brief Income Approach analysis via Direct Capitalization.

Broker opinions provided a range in rent from $1.50 to $1.75 per square foot per month on a Full-Service Gross rent basis. We also reviewed lease transactions that confirm this range, and it is our opinion the subject would lease at $1.65 per square foot per month giving an annual rent of $378,358. We have deducted 5% for vacancy and $8.40 per square foot in fixed / operating expenses ($0.70 per square foot per month based on industry standards and broker opinions). This results in a net operating income of $198,925. A capitalization rate of 8.25% was selected

based on various market data, broker opinions, and the appraisers' knowledge. This gives a *rounded* value for the subject, via the Income Approach, of **$2,400,000**.

The direct capitalization chart is below.

Prospect Corporate Center
1410 Ethan Way
Sacramento, California

Potential Gross Income (PGI)							
Market Rent - Building	19,109	SF	@	$1.65	psf/mo. x 12 mos.	$	378,358
Reimbursements						$	-
Total Potential Gross Income						$	378,358
Vacancy & Collection Loss		@	5.0%			$	(18,918)
Effective Gross Income (EGI)						$	359,440
Fixes / Operating Expenses							

	$/SF/Yr.	$/Yr.	% of EGI	
Fixed / Operating	$ 8.40	$ 160,515.60	44.7%	
Total Expenses:	$ 8.40	$ 160,516	44.7%	$ (160,516)
Net Operating Income (NOI)				$ 198,925

DIRECT CAPITALIZATION

NOI	divided by	Capitalization Rate	equals	Value
$ 198,925	÷	8.25%	=	$2,411,208

CONCLUSION OF STABILIZED VALUE BY DIRECT CAPITALIZATION (RD.) **$2,400,000**

Both approaches rendered similar values and as the subject would appeal to both an owner-user and partial owner-user, they are given equal weight.

Therefore, the market value of the fee simple interest of the subject property, as of April 2, 2025, subject to the extraordinary and general assumptions and the conditions included in this report, is estimated as follows.

$2,350,000

APPENDIX

APPRAISER'S CERTIFICATION

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have not performed services, as an appraiser, or in any other capacity, regarding the subject of this appraisal within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Practice* (USPAP).
9. I made a personal inspection of the property that is the subject of this report.
10. No one beyond the undersigned provided assistance in the preparation of this report.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.



Jared M. Calabrese, MAI, CCIM, AI-GRS
Certified General Real Estate Appraiser
California Certificate No. AG042740

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have not performed services, as an appraiser, or in any other capacity, regarding the subject of this appraisal within the three-year period immediately preceding acceptance of this assignment.
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12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.



Andrew J. Park, MAI
Certified General Real Estate Appraiser
California Certificate No. 3007420

SUBJECT PHOTOGRAPHS

SUBJECT PROPERTY PHOTOGRAPHS





Typical exterior elevations.

SUBJECT PROPERTY PHOTOGRAPHS





Typical interior views.