



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

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

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Fontana, COUNTY OF San Bernardino, STATE OF CALIFORNIA,

DESCRIBED AS 5167 Blueberry Ave, Fontana, CA 92336

THIS STATEMENT A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 03-15-2024. NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) THIS TRANSACTION, AND NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

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

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

- Inspection reports completed pursuant to the contract of sale receipt for deposit.
Additional inspection reports disclosures: Seller may have obtained a limited number of third-party inspections that will be supplied to Buyer at buyers request if available.
No substituted disclosures for this transfer.

II. SELLER'S INFORMATION

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

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

Seller is occupying the property.

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

- Range, Oven, Microwave, Dishwasher, Trash Compactor, Garbage Disposal, Washer/Dryer Hookups, Rain Gutters, Burglar Alarms, Carbon Monoxide Device(s), Smoke Detector(s), Fire Alarm, TV Antenna, Satellite Dish, Intercom, Central Heating, Central Air Conditioning, Evaporator Cooler(s), Exhaust Fan(s), Gas Starter, Other, Wall/Window Air Conditioning, Sprinklers, Public Sewer System, Septic Tank, Sum Pump, Water Softener, Patio/Decking, Built-in Barbecue, Gazebo, Security Gate(s), Garage: Attached, Carport, Automatic Garage Door Opener(s), Number Remote Controls, Sauna, Hot Tub/Spa, Locking Safety Cover, Pool, Child Resistant Barrier, Pool/Spa Heater: Gas, Solar, Electric, Water Heater: Gas, Solar, Electric, Water Supply: City, Well, Private Utility, Other West Valley Water District, Gas Supply: Utility, Bottled (Tank), Window Screens, Window Security Bars, Quick Release Mechanism on Bedroom Windows, Water-Conserving Plumbing Fixtures

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? Yes/No. If yes, then describe. (Attach additional sheets if necessary): List of items in the home may not be complete. Any items remaining in home at time of sale will be left.

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property

(*see note on page 2)

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Buyer's Initials /

Seller's Initials MM /



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

Property Address: 5167 Blueberry Ave, Fontana, CA 92336 Date: 03-15-2024

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

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

(Describe: Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property)

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

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

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

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

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

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property

2). Shared fence line with adjoining house.

12). Buyer to confirm CC&Rs per neighborhood.

D. 1. The seller certifies that the property, as of the close of escrow, will be in compliance with § 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.

2. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, strapped in place in accordance with applicable law.

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

Seller Megan Meyer Authorized Signer on Behalf of Opendoor Property Trust I Date 03-15-2024

Seller _____ Date _____

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Buyer's Initials _____ / _____

Seller's Initials MM / _____



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

Produced with Lone Wolf Transactions (zipF Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.co

Property Address: 5167 Blueberry Ave, Fontana, CA 92336 : 03-15-2024

III. AGENT'S INSPECTION DISCLOSURE

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

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

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

Agent (Broker Representing Seller) Opendoor Brokerage Inc. By Gabriel Valdez Date 03-15-2024
(Please Print) (Associate Licensee or Broker Signature)

IV. AGENT'S INSPECTION DISCLOSURE

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

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

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

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

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

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

Seller Megan Meyer ^{Authorized Signer on Behalf of} Opendoor Property Trust I Date 03-15-2024 Buyer _____ Date _____
Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) Opendoor Brokerage Inc. By Gabriel Valdez Date 03-15-2024
(Please Print) (Associate Licensee or Broker Signature)

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

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

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

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Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS
525 South Virgil Avenue, Los Angeles, California 90020

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

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed.

NOTE TO SELLER: YOU ARE STRONGLY ADVISED TO CAREFULLY REVIEW THE DISCLOSURE INFORMATION ADVISORY (C.A.R. Form DIA) BEFORE YOU COMPLETE THIS SELLER PROPERTY QUESTIONNAIRE.

Seller makes the following disclosures with regard to the real property or manufactured home described as 5167 Blueberry Ave, Fontana, CA 92336, Assessor's Parcel No. 1118-271-19-0000, situated in Fontana, County of San Bernardino California ("Property").

This property is a duplex, triplex or fourplex. A SPQ is required for all units. This SPQ is for ALL units (or only unit(s)).

- 1. Disclosure Limitation: The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain.
2. Note to Seller, PURPOSE: To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
3. Note to Buyer, PURPOSE: To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
4. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." A "yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified.

5. DOCUMENTS: ARE YOU (SELLER) AWARE OF... Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents (whether prepared in the past or present, including any previous transaction, and whether or not Seller acted upon the item), pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller. Note: If yes, provide any such documents in your possession to Buyer. Explanation:

- 6. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED: ARE YOU (SELLER) AWARE OF... A. Within the last 3 years, the death of an occupant of the Property upon the Property. B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. C. The release of an illegal controlled substance on or beneath the Property. D. Whether the Property is located in or adjacent to an "industrial use" zone. E. Whether the Property is affected by a nuisance created by an "industrial use" zone. F. Whether the Property is located within 1 mile of a former federal or state ordnance location. G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision.

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Property Address: 5167 Blueberry Ave, Fontana, CA 92336

- H. Insurance claims affecting the Property within the past 5 years Yes No
I. Matters affecting title of the Property Yes No
J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 Yes No
K. Material facts or defects affecting the Property not otherwise disclosed to Buyer Yes No
Explanation, or (if checked) see attached: J. Seller has not inspected for plumbing fixtures, buyer should verify compliance per local codes.

7. REPAIRS AND ALTERATIONS:

ARE YOU (SELLER) AWARE OF...

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

Explanation: B) Owned solar panels present in the property, buyer should have their own inspection.

C) Overall painting was done for the property as needed.

8. STRUCTURAL, SYSTEMS AND APPLIANCES:

ARE YOU (SELLER) AWARE OF...

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

Explanation: _____

9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

ARE YOU (SELLER) AWARE OF...

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

Explanation: _____

10. WATER-RELATED AND MOLD ISSUES:

ARE YOU (SELLER) AWARE OF...

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

Explanation: _____

11. PETS, ANIMALS AND PESTS:

ARE YOU (SELLER) AWARE OF...

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

Explanation: 11. A) Previous seller had pet(s)-details unknown.



Property Address: 5167 Blueberry Ave, Fontana, CA 92336

12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:

ARE YOU (SELLER) AWARE OF...

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

13. LANDSCAPING, POOL AND SPA:

ARE YOU (SELLER) AWARE OF...

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

14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE)

ARE YOU (SELLER) AWARE OF...

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

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

ARE YOU (SELLER) AWARE OF...

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



Property Address: 5167 Blueberry Ave, Fontana, CA 92336

16. NEIGHBORS/NEIGHBORHOOD:

ARE YOU (SELLER) AWARE OF...

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

Explanation: _____

17. GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

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

Explanation: **17. D) See NHD for details on Mello-Roos. Buyer to verify current assessments**

18. OTHER:

ARE YOU (SELLER) AWARE OF...

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

Explanation: _____

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

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

Authorized Signer on Behalf of

Seller Megan Meyer Opendoor Property Trust I Date 03-15-2024
Seller _____ Date _____

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

Buyer _____ Date _____
Buyer _____ Date _____

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SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 4 OF 4)



BUYER'S NAME	XXXXXXXXXX	CO-BUYER'S NAME (IF ANY)	
SYSTEM LOCATION	5167 BLUEBERRY AVE FONTANA, CA 92336	CONTRACT ID	PZ003966064
SUNNOVA PROTECT™ SERVICES PLAN SELECTED	Premium	TERM AGREEMENT	10 years
TOTAL COST INCLUDING TAXES EXCLUSIVE OF DEALER DISCOUNTS AND REBATES	\$239.90 annually FEE WAIVED IN FULL	SERVICE CONTRACT PROVIDER	Sunnova Energy Corporation License #: 1003498
		SALESPERSON	Victor Dominguez

SUNNOVA PROTECT™ SERVICES AGREEMENT

By entering into this Services Agreement (the "Agreement"), you, the Buyer(s) named above, agree to allow Sunnova Energy Corporation ("Sunnova," "Provider," "we," "us," or "our"), or its agents, contractors or subcontractors, to monitor and/or service (the "Services") the residential photovoltaic solar energy system installed at the System Location identified above (the "System") and its covered components, including panels, inverters and electrical components ("Covered System Components"). Services under this Agreement begin when Provider delivers the diagnostic evaluation described below (the "Start Date") and continues for 10 years (the "Term"). "You" and "your" refer to "Buyer" and "Co-Buyer," individually and jointly.

The System is located at the System Location listed above (your "Property" or your "Home").

1. SUNNOVA PROTECT™ SERVICE PLANS AND PAYMENT

You agree to the selected level of services below, which applies during the entire Term of your Agreement.

Sunnova Protect™ Basic Plan: We will provide you with our Power Monitor service ("Power Monitor") and notify you of any issues with production levels.

Sunnova Protect™ Premium Plan: Sunnova Protect™ Basic Plan plus we will cover repairs for Covered System Components that are under manufacturer's warranty at no cost or expense to you (including labor costs).

The cost of the Services is \$239.90 plus applicable taxes (the "Fee") (exclusive of dealer discounts or rebates), payable as follows: a one time payment in full for the Term of 10 years. **WAIVED**

2. YOUR ADDITIONAL OBLIGATIONS

As additional consideration for the Services, you agree to the following:

- a. To maintain a cellular or Internet service for the Power Monitor to operate and communicate with Provider;
- b. To allow Provider access to your System and its data for purposes of monitoring and diagnostics, and, if necessary, to execute any documentation with third parties to provide us with production information. Further you agree that Provider has ownership rights to such data and may use it in accordance with its privacy policy posted at <https://www.sunnova.com/privacy-policy>;
- c. To use the System carefully, follow all safety warnings and operation instructions, comply with the provisions



Sunnova Energy Corporation
20 Greenway Plaza, Suite 475
Houston, TX 77046
sunnova.com

TRANSFER AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Sunnova Protect Services ("Sunnova") and [REDACTED] ("Prior Owner") entered into a monitoring and/or service agreement ("Service Agreement") dated August 19, 2021, for the photovoltaic solar system ("System") PZ003966064 located at 5167 Blueberry Ave, Fontana, CA 92336 ("Property");

WHEREAS, Russell White, and Opendoor Property Trust I, individuals ("Transferees"), purchased March 11, 2024 from the Prior Owner.

WHEREAS, Transferee has contacted Sunnova to register the Service Agreement under his/her name.

NOW THEREFORE in exchange for good and valuable consideration, the receipt of which is acknowledged, THE PARTIES AGREE that, as evidenced by their execution hereof:

1. Transferee hereby assumes all obligations, liabilities, rights and interests of every kind and character, of the Prior Owner under the Service Agreement, and
2. Prior Owner is relieved of all obligations and is deemed to have abandoned all rights and interests under the Service Agreement.


This agreement (the "Transfer Agreement") may be executed simultaneously or in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. The parties agree that this Transfer Agreement may be signed electronically and transmitted between them by facsimile or by electronic mail and that electronic, faxed and PDF signatures shall constitute original signatures and that an electronic, faxed or PDF signature is binding upon the parties.

Capitalized terms not defined herein shall have the meaning set forth in the Service Agreement.

IN WITNESS WHEREOF, the parties have executed this instrument to be effective on February 7, 2024.




TRANSFEROR:

 _____

Date

TRANSFeree:


DocuSigned by:


4FA6AAB7C7334D9...
Russell White

February 12, 2024 | 09:57 CST

Date

CO-TRANSFeree:

DocuSigned by:


4FA6AAB7C7334D9...
Russell White as an authorized signer on
behalf of Opendoor Property Trust I

February 12, 2024 | 09:57 CST

Date

SUNNOVA PROTECT SERVICES

By:  _____

Name: CHUCK BROWNE

Title: VP, Customer Operations

Date: 1/30/2024

Certificate Of Completion

Envelope Id: CB0183CDBABC4D70A6FF7D1F7C3B13E5	Status: Sent	
Subject: Complete with DocuSign: PZ003966064 - ████████TA Sent.pdf		
SFConnect_ContactID:		
Source Envelope:		
Document Pages: 2	Signatures: 2	Envelope Originator:
Certificate Pages: 4	Initials: 0	Kenia Estrada
AutoNav: Enabled		20 Greenway Plz
EnvelopeId Stamping: Enabled		Suite 540
Time Zone: (UTC-06:00) Central Time (US & Canada)		Houston, TX 77046
		kenia.estrada@sunnova.com
		IP Address: 72.20.157.98

Record Tracking

Status: Original	Holder: Kenia Estrada	Location: DocuSign
2/9/2024 4:42:49 PM	kenia.estrada@sunnova.com	

Signer Events

Russell White
solar@opendoor.com
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

4FA6AAB7C7334D9...
Signature Adoption: Pre-selected Style
Using IP Address: 38.122.89.50

Timestamp

Sent: 2/9/2024 4:55:41 PM
Viewed: 2/12/2024 9:57:04 AM
Signed: 2/12/2024 9:57:36 AM

Electronic Record and Signature Disclosure:
Accepted: 2/12/2024 9:57:04 AM
ID: d0598171-c8d2-4673-872b-3ec1c1a6eaea



Sent: 2/9/2024 4:55:41 PM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 2/8/2024 12:07:28 AM
ID: 77e2d904-5371-4646-91be-3de066334d7a

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Cavarus Crosby
cavarus.crosby@sunnova.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 2/9/2024 4:55:42 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
<p>Customer Service customerservice@sunnova.com Sunnova Energy Corporation Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 6/9/2023 10:26:49 AM ID: 0caf1484-63f1-47f6-a369-73e703ffc05e</p>	COPIED	Sent: 2/9/2024 4:55:42 PM
<p>Kenia Estrada kenia.estrada@sunnova.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 2/9/2024 4:55:43 PM
<p>Marlon Alvarez marlon.alvarez@sunnova.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 2/9/2024 4:55:43 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/9/2024 4:55:44 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Consent for Electronic Communications

By confirming your consent below, you agree to electronically receive communications from Sunnova Energy Corporation (“Sunnova,” “we,” “us,” “our”), including, but not limited to, account and service-related information, documents, legal notices, records, and receipts.

Duration of Consent. This consent will be effective immediately and will remain in effect unless you or we revoke it.

Right to Paper Copies. You have the right to request paper delivery of any communication required by law to be provided to you in writing. We may charge a reasonable service fee for paper delivery of any communication that would otherwise have been provided to you electronically.

Delivery Methods. We will deliver electronic communications to you by email or making the communication viewable to you online on our website, at our discretion. We recommend that you print a paper copy of any electronic communication for your records. You are responsible for maintaining a valid email address on file with us and using software and hardware to receive, read, and send email. You agree to promptly inform us of any change to your email address.

Hardware and Software Requirements. You understand that in order to receive electronic communications via email, you must have internet access, a valid email address, and the ability to receive and review emails containing HTML. In order to access documents provided to you on our website, you must have internet access, an online account with us, a supported operating system (Windows 10+, Mac OS 10.14+, Android 7.0+ or iOS 11.0+), and a supported web browser (most recent version of Edge, Chrome, Firefox, or Safari). If the hardware or software requirements to receive or access electronic communications from us materially change in the future, we will notify you by sending an email to the email address we have on file for you.

Security. You acknowledge that the Internet is not a secure network and that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties. Although we have implemented reasonable technical safeguards to protect our communication systems from unauthorized access, we cannot guarantee network security and you accept that receiving or sending communications via the Internet is at your own risk.

Revocation & Updating Information. You may revoke your consent at any time by notifying us in writing at the address provided below. Your revocation will be effective no more than three (3) business days after actual receipt by us. To revoke your consent or update your email address, please contact us at:

Sunnova Energy Corporation
Attn: Customer Service
Sunnova Energy Corporation

20 Greenway Plz, #475
Houston, TX 77046
866-786-6682
customerservice@sunnova.com

Please include your name, address, phone number, and Sunnova account number in any written correspondence.

Last revised: August 23, 2021

I have read and understood this Consent for Electronic Communications and give my consent to electronically receive account and service-related communications from Sunnova.



in any owner's manual provided by the manufacturer of any of the Covered System Components and to not take or fail to take any action that would disqualify the System from continuing eligibility for maintenance, repairs, monitoring or other services available under any equipment or manufacturer's warranty applicable to any component of the System;

- d. To have Covered System Components repaired pursuant to the Agreement only;
- e. To be responsible for any conditions at your Home that affect the operation of the System;
- f. To not remove any markings or identification tags on the System; and
- g. To notify Provider if you think the System is damaged, appears unsafe or is stolen.

3. DIAGNOSTIC EVALUATION (FOR PREMIUM PLANS ONLY)

Prior to beginning your coverage, Sunnova will gather data from your System's meter to perform a diagnostic evaluation ("Diagnostic Evaluation") which will determine if there are any nonperforming or underperforming components of your System and provide a list of these pre-existing conditions for your review. Any pre-existing conditions you do not have us repair or replace before the Start Date will be excluded from the Services and will be listed as Covered System Component Defects on Exhibit B to this Agreement.

Provider shall not have any obligations under this Agreement with respect to any Covered System Component Defect that is identified in the Diagnostic Evaluation and included on the final Exhibit B.

4. METER INSTALLATION

If you do not have currently the ability to monitor the System's production with our designated third-party monitor, we will provide you with and install a compatible 4G meter for the System for the one-time non-refundable cost of ~~\$649, plus applicable taxes.~~ **WAIVED**

5. EXCLUSIONS

In order to be covered by this Agreement your System must: (i) not have a greater than 20 KW DC STC Rating, (ii) be connected to the power grid and have Internet or cellular connectivity; and (iii) be capable of collecting, storing, and uploading System production data through our designated third-party monitor. For certain unique racking systems (Zep or Andalay/Westinghouse), we will charge for any labor that exceeds five hours for the Sunnova Protect™ Premium Plan.

THE COVERED SYSTEM COMPONENTS DO NOT INCLUDE: (I) LITHIUM AND NON-LEAD BATTERIES OR ANY ENERGY STORAGE SYSTEM; (II) SYSTEM RACKING; OR (III) ROOF LEAKS CAUSED BY YOUR SYSTEM.

SYSTEM REMOVAL FOR REMODELING OF YOUR HOME OR ROOF REPAIR IS NOT THE RESPONSIBILITY OF PROVIDER AND MAY VOID THIS SERVICES AGREEMENT.

6. PROCESS TO OBTAIN REPAIRS

We monitor your System using the Power Monitor and inform you if we need to perform any repairs or service. If, however, you believe your System may need service you may contact us by:

- a. Calling us at (866) SUNNOVA (786-6682);
- b. Emailing us at customerservice@sunnova.com; or
- c. Writing a letter to the below mailing address:

Sunnova Energy Corporation
20 East Greenway Plaza, Ste. 475
Houston, TX 77046

Provider will initiate its inquiry into the performance of the System within forty-eight (48) hours of receipt of your request. Provider must confirm that there is an issue with the performance of a Covered System Component before it is obligated to service the System. If Provider is unable to confirm an issue with a Covered System Component, but you request service anyway, you will be required to pay Provider its current service fee, plus any applicable taxes ("Service Fee") for the service, unless Provider: (a) identifies an issue for repair during the service call; or (b) subsequently identifies an issue which should have been identified during the service call. Provider's technicians will perform service calls at the System Location. Any repairs not covered by the Services (including repairs for parts that are not covered by manufacturer's warranty) will be charged on a time and materials basis. Provider may use new or reconditioned parts at its discretion when making repairs or replacements to the System, provided that the replacement parts have the value, utility, and remaining useful life

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

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

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

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

Seller _____ *Megan Meyer* _____
 Authorized signer on behalf of **Opendoor Property Trust I** _____ Date _____

Seller _____ Date _____

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

Buyer _____ Date _____

Buyer _____ Date _____

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FHDS REVISED 6/22 (PAGE 2 OF 2)

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



at least equal to, the parts replaced. Provider may also, at no additional cost to you and in its sole discretion, upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Service Agreement.

7. TRANSFER OF THE PROPERTY

Your Agreement will automatically transfer should you transfer ownership of your Property and System to a new homeowner. The new homeowner may receive the Services upon registration with Provider by contacting Provider using the contact information in Paragraph 6.

8. PROVIDER'S STANDARDS

For the purpose of this Agreement, the standards for our performance will be (a) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (b) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy. With respect to any repair or replacement under manufacturer's warranty, we will follow manufacturer specifications in making such repairs and replacements.

9. PERSONAL INFORMATION AND PRIVACY POLICY

By signing this agreement, you agree that you have read, understand and agree with the terms of our Privacy Policy on our website: <https://www.sunnova.com/privacy-policy> for more information about how we collect and use personal information.

10. FORCE MAJEURE

Notwithstanding any other Section of this Agreement, if Provider is unable to perform all or some of its obligations under this Agreement because of a Force Majeure Event, Provider will be excused from whatever performance is affected by the Force Majeure Event, provided that:

- a. Provider, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;
- b. Provider's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e. when a Force Majeure Event is over, Provider will make repairs); and
- c. No Provider obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Provider's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; pandemic; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority; the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Provider's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Provider including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Provider or under its control.

11. LIMITATIONS ON LIABILITY

a. No Consequential Damages

YOU MAY ONLY RECOVER DIRECT DAMAGES UNDER THIS AGREEMENT, AND IN NO EVENT SHALL PROVIDER OR ITS AGENTS OR CONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING LOST PROFITS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SUCH DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

b. Limit of Liability

Notwithstanding any other provision of this Agreement to the contrary, Provider's total liability arising out of or relating to this Agreement for damages to your Home, belongings and Property shall in no event exceed ten



thousand dollars (\$10,000).

12. ASSIGNMENT AND TRANSFER OF THIS SERVICES AGREEMENT

Provider may assign its rights or obligations under this Agreement to a third party without your consent, provided that any assignment of Provider's obligations under this Agreement shall be to a party legally, professionally, and financially qualified to perform such obligation.

13. EARLY TERMINATION

Notwithstanding any other provision of this Agreement, this Agreement shall automatically terminate if the System is completely destroyed, stolen and not recovered within ten (10) days, or damaged beyond repair as the direct result of an accident, natural disaster, act of God, or similar catastrophic event that is not caused, not materially aggravated, or not substantially worsened by the negligence or willful misconduct of you, your agents, contractors (other than Provider and its agents, contractors, and subcontractors), or your or their representatives (a "Total Loss" of the System). You will be entitled to a pro rata refund of the portion of the Fee paid to date, calculated using the greater of either the elapsed time or the retail cost of any service performed and repairs (including the meter purchase and installation) that we have made.

14. ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. THIS SECTION WILL REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST PROVIDER OR ANY ASSIGNEE TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP, OR REPRESENTATIVE ACTION OR PROCEEDING.

You and we agree that any dispute, claim or disagreement between you and us (a "Dispute") shall be resolved exclusively by arbitration except as specifically provided below. The laws of the state where your Home is located shall govern this Agreement without giving effect to conflict of laws principles.

The Federal Arbitration Act, rather than any state arbitration law, applies to this arbitration agreement.

The arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association ("AAA") under its then-effective Consumer Arbitration Rules by a single neutral arbitrator. Either party may initiate the arbitration process by filing the necessary forms with the AAA. To learn more about arbitration before the AAA, you can review materials available at www.adr.org. The arbitration shall be held in the location that is most convenient to your Home. If the AAA is unavailable to administer the dispute, then the arbitration, including the selection of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (together with the AAA's Consumer Arbitration Rules, the applicable set of arbitration rules are referred to herein as the "Rules") by a single neutral arbitrator agreed on by the parties within thirty (30) days of the commencement of the arbitration. If neither AAA or JAMS are available, then the parties shall select another recognized arbitration administrator which can offer a location for arbitration that is close to your Home.

If you initiate the arbitration, you will be required to pay the first \$125 of any filing fee. We will pay any filing fees in excess of \$125 and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. We will each bear all of our own respective attorney's fees, witness fees, and costs unless the arbitrator decides otherwise.

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Agreement. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than yours. The arbitrator may award relief only on an individual (non-class, non-representative) basis. All statutes of limitation that are applicable to any Dispute shall apply to any arbitration between you and us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

Only Disputes involving you and us may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual basis. Neither of you or us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court except as specifically provided below.

EVEN IF ANY PART OF THIS SECTION IS FOUND TO BE UNENFORCEABLE AS DESCRIBED ABOVE, YOU



AND WE EACH AGREE TO WAIVE BOTH (1) THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT MIGHT ARISE BETWEEN OR INVOLVING YOU AND US AND (2) THE RIGHT TO PARTICIPATE IN A CLASS ACTION, GROUP, OR REPRESENTATIVE ACTION, OR SIMILAR PROCEEDING IN CONNECTION WITH ANY SUCH DISPUTE.

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES EXCEPT AS SPECIFICALLY PROVIDED IN THE LAST PARAGRAPH OF THIS SECTION, YOU AND WE WILL NOT HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RELEVANT ARBITRATION RULES. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE FEDERAL LAW GOVERNING ARBITRATION AWARDS.

ALL DISPUTES AND DETERMINATIONS CONCERNING THE ARBITRABILITY OF A CLAIM (INCLUDING DISPUTES ABOUT THE SCOPE, APPLICABILITY, ENFORCEABILITY, REVOCABILITY, UNCONSCIONABILITY, OR VALIDITY OF THE AMENDMENT OR THIS SECTION) SHALL BE DECIDED BY THE ARBITRATOR.

NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN CONTAINED SHALL BAR YOU OR US FROM: (1) OBTAINING INJUNCTIVE RELIEF FROM A COURT AGAINST THREATENED CONDUCT THAT COULD CAUSE IRREPARABLE HARM, LOSS OR DAMAGE, UNDER THE USUAL EQUITY RULES, INCLUDING THE APPLICABLE RULES FOR OBTAINING RESTRAINING ORDERS AND PRELIMINARY INJUNCTIONS; OR (2) OBTAINING A JUDGMENT FROM A COURT HAVING JURISDICTION CONFIRMING THE AWARD OF THE ARBITRATOR; OR (3) OBTAINING RESOLUTION OF A DISPUTE IN A SMALL CLAIMS COURT IF THE DISPUTE FALLS WITHIN THE JURISDICTION OF THE SMALL CLAIMS COURT (PROVIDED, HOWEVER, THAT NO ATTEMPT IS MADE TO TRANSFER RESOLUTION OF SUCH A DISPUTE FROM A SMALL CLAIMS COURT TO A COURT OF GENERAL JURISDICTION), BUT IN NO INSTANCE SHALL ANY OF THE PRECEDING INCLUDE ANY CLASS, GROUP, OR REPRESENTATIVE ACTION. THE PHRASE "SMALL CLAIMS COURT" MEANS AND IS INTENDED TO BE LIMITED TO THOSE COURTS THAT HAVE JURISDICTION TO HEAR CIVIL LAWSUITS LIMITED TO DISPUTES WITH A TOTAL AMOUNT IN CONTROVERSY OF SIX THOUSAND DOLLARS (\$6,000) OR LESS.

YOU UNDERSTAND THAT YOU ARE VOLUNTARILY AGREEING TO ARBITRATE DISPUTES ARISING UNDER THIS AGREEMENT AND AUTHORIZE THAT YOU HAVE REVIEWED THIS SECTION AND AGREE TO ITS TERMS.

15. GOVERNING LAW

Except to the extent inconsistent with or preempted by federal law (including the Federal Arbitration Act), the law of the state where the System is located applies to this Agreement, without regard to principles of conflict of law or choice of law. If any portion of this Agreement is determined to be unenforceable or invalid, the remaining provisions shall be enforced in accordance with their terms or will be interpreted or re-written so as to make them enforceable.

16. MONITORING AND RECORDING TELEPHONE CALLS

We and others acting on our behalf may (a) monitor and record telephone calls between you and us regarding this Agreement and (b) use automatic dialing equipment to make calls to you. You expressly consent to our, and others acting on our behalf, using prerecorded/artificial voice messages, or text messages, while servicing and enforcing our rights under this Agreement, including the collection of outstanding payments. In making calls to you, you agree that we, and others acting on our behalf, may use any telephone number you provide us, or that is lawfully given to us by someone other than you even if the number is for a mobile telephone, and even if our doing so results in charges to you under your telephone payment plan. We will not charge you for such calls.

17. CANCELLATION AND REFUND POLICY

Three Day Cancellation:

If you are under sixty-five years of age, you have the right to cancel this Services Agreement prior to midnight on the third business day after you sign this Services Agreement. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to Sunnova at its place of business by midnight of the third business day of the date of this Services Agreement. Include your name, your address and the date you received the signed copy of the Services Agreement and this notice.

Five Day Cancellation:



If you are over sixty-five years of age, you have the right to cancel this Services Agreement prior to midnight on the fifth business day after you sign this Services Agreement. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to Sunnova at its place of business by midnight of the fifth business day of the date of this Services Agreement. Include your name, your address and the date you received the signed copy of the Services Agreement and this notice.

To cancel the Agreement within seven business days, see the Cancellation Form attached as Exhibit A of this Agreement.

Additional Right to Cancel: You may cancel this Services Agreement without penalty or charge after receipt of this Agreement (including all exhibits) at any time by providing written notice to Sunnova using the contact information in Section 6 above. You will be entitled to a pro rata refund of the portion of the Fee paid to date.

18. NOTICE TO BUYER:

BY SIGNING BELOW, YOU SUBSCRIBE TO THE ABOVE SUNNOVA PROTECT SERVICES PLAN AND ACKNOWLEDGE YOU HAVE READ AND AGREE WITH THE ATTACHED TERMS AND CONDITIONS OF THIS AGREEMENT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF ALL PAGES OF THIS AGREEMENT AT THE TIME YOU SIGN IT.

THIS AGREEMENT REQUIRES THE PARTIES TO RESOLVE THEIR DISPUTES BY ARBITRATION RATHER THAN LAWSUITS IN COURT. JURY TRIALS AND CLASS ACTIONS ARE NOT PERMITTED. BY SIGNING BELOW YOU UNDERSTAND THAT YOU ARE VOLUNTARILY AGREEING TO ARBITRATE DISPUTES ARISING UNDER THIS AGREEMENT AND THAT YOU GIVE SPECIFIC AUTHORIZATION TO SUBMIT TO ARBITRATION.

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. IF YOU ARE OVER SIXTY FIVE YEARS OF AGE YOU MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE FIFTH BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION FORM ATTACHED AS EXHIBIT A TO THE TERMS AND CONDITIONS FOR AN EXPLANATION OF THIS RIGHT.

Buyer's Name [Redacted]
Signature [Redacted]
Date: August 19, 2021 | 16:49 MDT

Sunnova Energy Corporation:

Co-Buyer's Name (if any):
Signature:
Date:

John Santo Salvo
Authorized Signatory
Date: August 19, 2021 | 16:49 MDT



EXHIBIT A

NOTICE OF CANCELLATION

PLEASE SELECT THE APPLICABLE NOTICE:

NOTICE OF THREE-DAY RIGHT TO CANCEL (ALL CUSTOMERS UNDER 65)

X	<input checked="" type="checkbox"/> Buyer Selection <input type="checkbox"/> Co-Buyer Selection	The law requires that the contractor give you a notice explaining your right to cancel. Select the checkbox and sign below if the contractor has given you a 'Notice of the Three-Day Right to Cancel.'
---	--	---

NOTICE OF FIVE-DAY RIGHT TO CANCEL FOR SENIOR CITIZENS

<input type="checkbox"/> Buyer Selection <input type="checkbox"/> Co-Buyer Selection	For a contract with a senior citizen, the law requires that the contractor give you a notice explaining your right to cancel. Select the checkbox and sign below if the contractor has given you a 'Notice of the Five-Day Right to Cancel.'
---	--

You agree that you have selected the appropriate checkbox above and have received the APPLICABLE NOTICE OF CANCELLATION attached hereto.

DocuSigned by:

Buyer's Signature:

Co-Buyer's Signature:



NOTICE OF CANCELLATION (NOT SENIOR CITIZENS)

Date of Transaction: August 19, 2021 | 16:49 MDT

You may cancel this transaction, without any penalty or obligation, within three business days from the date above.

If you cancel, any property traded in, any payments made by you under the contract or sale or pursuant to any telephonic solicitation and purchase agreement, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to: SUNNNOVA ENERGY CORPORATION at
Sunnova Energy Corporation
20 East Greenway Plaza, Ste. 475
Houston, TX 77046

NOT LATER THAN MIDNIGHT OF the third business day following the date of transaction indicated above.

I hereby CANCEL/RESCIND this transaction on _____ [Cancellation Date].

Buyer's Signature:

Co-Buyer's Signature:





EXHIBIT A

**NOTICE OF CANCELLATION (NOT SENIOR CITIZENS)
(DUPLICATE)**

Date of Transaction: August 19, 2021 | 16:49 MDT

You may cancel this transaction, without any penalty or obligation, within three business days from the date above.

If you cancel, any property traded in, any payments made by you under the contract or sale or pursuant to any telephonic solicitation and purchase agreement, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

**To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to: SUNNNOVA ENERGY CORPORATION at
Sunnova Energy Corporation
20 East Greenway Plaza, Ste. 475
Houston, TX 77046**

NOT LATER THAN MIDNIGHT OF the third business day following the date of transaction indicated above.

I hereby CANCEL/RESCIND this transaction on _____ [Cancellation Date].

Buyer's Signature:

Co-Buyer's Signature:





EXHIBIT A

NOTICE OF CANCELLATION (SENIOR CITIZENS)

Date of Transaction: August 19, 2021 | 16:49 MDT

You may cancel this transaction, without any penalty or obligation, within five business days from the date above.

If you cancel, any property traded in, any payments made by you under the contract or sale or pursuant to any telephonic solicitation and purchase agreement, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to: SUNNNOVA ENERGY CORPORATION at

Sunnova Energy Corporation
20 East Greenway Plaza, Ste. 475
Houston, TX 77046

NOT LATER THAN MIDNIGHT OF the fifth business day following the date of transaction indicated above.

I hereby CANCEL/RESCIND this transaction on _____[Cancellation Date].

Buyer's Signature:

Co-Buyer's Signature:





EXHIBIT A

NOTICE OF CANCELLATION (SENIOR CITIZENS)

(DUPLICATE)

Date of Transaction: August 19, 2021 | 16:49 MDT

You may cancel this transaction, without any penalty or obligation, within five business days from the date above.

If you cancel, any property traded in, any payments made by you under the contract or sale or pursuant to any telephonic solicitation and purchase agreement, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to: SUNNNOVA ENERGY CORPORATION at

Sunnova Energy Corporation
20 East Greenway Plaza, Ste. 475
Houston, TX 77046

NOT LATER THAN MIDNIGHT OF the fifth business day following the date of transaction indicated above.

I hereby CANCEL/RESCIND this transaction on _____ [Cancellation Date].

Buyer's Signature:

Co-Buyer's Signature:





EXHIBIT B

COVERED SYSTEM COMPONENT DEFECTS

The below list itemizes any pre-existing defective conditions in the Covered System Components.

Provider shall not have any obligations under this Agreement with respect to any Covered System Component Defect that is identified below on this Exhibit B.



Site Monitoring Access Rights Form

NAME OF METER PROVIDER	Enphase	NAME OF SYSTEM OWNER	XXXXXXXXXX
SYSTEM ID#	PZ003966064	SYSTEM NAME	Sunnova Protect™ Services
SYSTEM LOCATION	5167 BLUEBERRY AVE FONTANA, CA 92336	ACCESS REQUESTED FOR	Sunnova Energy Corporation
DATE OF ACCESS GRANTED	August 19, 2021		

To: Customer Support for Enphase

I hereby represent and warrant that I am the rightful legal owner of the System identified above (the "System").

As the rightful legal owner of the System, I request that Sunnova Energy Corporation ("Sunnova") be given access as a third-party monitor to view the information regarding my System on the Enphase Monitoring Portal.

I hereby declare that I am duly authorized to sign this form and that I have personal knowledge of the accuracy of the facts stated herein.

I acknowledge that Enphase shall grant Sunnova access in respect of the System(s) in reliance on my above representations and warranties and hereby release Enphase, its affiliates, employees, directors, legal representatives and assigns ("Representatives") from any and all claims and liability relating to said access.

I will, at my own expense, defend and indemnify Enphase and its Representatives from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) brought by any other third party resulting from or relating to the representations, warranties, and access rights granted hereunder.

Date: August 19, 2021 | 16:49 MDT

Signature: [REDACTED]

Printed Name: [REDACTED]

Email Address: [REDACTED]



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

This is a disclosure and addendum to the Purchase Agreement, OR [] Other [] ("Agreement"), dated [] on property known as 5167 Blueberry Ave, Fontana, CA 92336 ("Property"), in which [] is referred to as Buyer, and [] is referred to as Seller.

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

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

- 3. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM: (Paragraph 3 is only required to be completed if all three conditions in paragraph 1B are met) (The Defensible Space Decision Tree (C.A.R. Form DSDT) may be consulted for additional information on how to complete this paragraph): A. LOCAL COMPLIANCE REQUIREMENTS: The Property [] IS, [] is NOT subject to a local vegetation management ordinance requiring defensible space around an improvement on the Property. (Paragraphs 3B and 3C must be completed regardless of the answer to paragraph 3A if the conditions in paragraph 1B are met.) B. SELLER REPRESENTATION OF PROPERTY COMPLIANCE with the applicable State defensible space requirement or local vegetation management ordinance (hereafter, State or local defensible space law) at the time of Seller signature: (1) Seller is UNAWARE of whether the Property is in compliance with the applicable State or local defensible space law. Seller does NOT have a report prepared by an Authorized Defensible Space Inspector. OR (2) [] Property IS in compliance with State or local defensible space law, whichever is applicable. If ONLY State law applies, Seller must have obtained compliance within the last 6 months. Seller shall Deliver to Buyer documentation of compliance within 3 (or []) Days after Seller's execution of this FHDS form or the time specified in paragraph 3N(1) of the Agreement, whichever occurs last. If this paragraph is checked, also check paragraph 3C(5) below. OR (3) [] Property is NOT in compliance with State or local defensible space law, whichever is applicable. If Seller has, or agrees to obtain, a report prepared by an Authorized Defensible Space Inspector, Seller shall Deliver such report to Buyer within 3 (or []) Days after Seller's execution of this FHDS form or the time specified in paragraph 3N(1) of the Agreement, whichever occurs last. C. BUYER AND SELLER AGREEMENT REGARDING WHICH PARTY SHALL OBTAIN COMPLIANCE WITH APPLICABLE STATE OR LOCAL DEFENSIBLE SPACE REQUIREMENTS: (1) BUYER RESPONSIBILITY - NO LOCAL ORDINANCE. Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow.*



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

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

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

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

Seller Megan Meyer Authorized signer on behalf of Opendoor Property Trust I Date 03-18-2024

Seller _____ Date _____

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

Buyer _____ Date _____

Buyer _____ Date _____

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