

ADDENDUM TO RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

ADDENDUM TO COUNTER OFFER # _____

ADDENDUM TO THE TRANSFER DISCLOSURE

FOR USE WITH PROPERTIES LOCATED IN VENTURA COUNTY
THIS IS INTENDED TO BE A LEGALLY BINDING DOCUMENT - READ CAREFULLY

The following terms and conditions are hereby incorporated in, and made a part of, the Residential Purchase Agreement and Joint Escrow Instructions, on the property known as _____.

1) Mold Disclosure: Along with the inspections you have been advised to perform concerning the physical condition of the subject property you should also be aware that you have the right to have the property inspected for mold, mildew, spores and airborne bacteria.

Some types of mold, spores and airborne bacteria are believed by health care providers to cause illness in human beings. Generally physical home inspectors do not report on mold, spores and airborne bacteria. Real Estate Brokers and Agents are not trained to identify or locate mold, spores and airborne bacteria. The Real Estate Brokers and Agents have not made any representation express or implied as to the existence or non-existence of mold, spores or airborne bacteria in or on the subject property. It is strongly recommended that an environmental inspection be conducted.

If you are concerned about the possible presence of mold, spores or airborne bacteria in or on the subject property you are urged to have an environmental inspection by a qualified individual or entity. The statements of the Seller and/or others concerning mold, spores or airborne bacteria have no and will not be verified by the Real Estate Brokers and/or Agents.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE COMMISSION IS NOT FIXED BY LAW. THEY ARE SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN BUYER AND BROKER (real estate commissions include all compensation and fees to Broker).

2) Compensation to Broker: The Buyer(s) or Seller(s) in this transaction who are represented by Pinnacle Estate Properties, Inc. shall pay a Broker base commission of \$ _____ (_____) as part of their closing costs, and Pinnacle Estate Properties, Inc. will also receive the *Cooperating Broker Compensation* offered by the listing office. Buyer is not responsible for the *Cooperating Broker Compensation*.

3) Related Services: Buyer and Seller acknowledge that although Broker may suggest firms dealing with related services such as escrow, title insurance, pest control, physical and geological and mold inspections, home protection plans, homeowners insurance, contractors, handyman, etc., the selection shall be at the sole discretion of the Buyer and Seller. Broker assumes no responsibility for the performance of those firms suggested. The Real Estate Broker or its Agent herein may refer the Buyer to a lending institution to obtain loans as required to complete this transaction. In connection with any such referral, Broker may or may not receive a commission. It is mutually agreed and understood that Buyer has made their own independent investigation of available financing and is in no way relying on the recommendation of the Broker and/or Agent in regards to the financing they ultimately accept and, in fact, is free to obtain financing and other services unless contractually stipulated to the contrary between Buyer and Seller.

4) Escrow Process Complexity: The Purchase Agreement indicates a specific closing date, however, the complexity of a real estate transaction may necessitate an extension of this closing date. Any such extension should be in writing signed by Buyer and Seller. In addition, California law may, in some circumstances, permit a reasonable period of time beyond the date set for close of escrow for one or the other party to comply with the terms of escrow and sale. Due to these possibilities, it is suggested that Buyer and Seller remain as flexible as possible with regard to all plans based on the exact closing date.

5) Boeing Rocketdyne Santa Susana Facility: Buyer is aware that there is a former Rocketdyne testing facility located in the Santa Susana Mountains between Chatsworth and Simi Valley. The U.S. Department of Energy has indicated that there are some radioactive materials and industrial solvents on this site, which are in the process of clean-up. Lawsuits have been filed alleging that the Rocketdyne facility has caused environmental contamination beyond the site. Two recent studies by UCLA and the University of Michigan have indicated that residents living

within two miles of this facility may have been exposed to toxic chemicals and have slightly higher cancer rates than people in communities farther from the lab. However, authors of both reports have warned the results of these studies do not conclusively show that contamination from this facility caused cancer or other illnesses in the surrounding community. The Seller and Real Estate Brokers are unable to give any definitive answers regarding potential health hazards that may result from the proximity of the property to this former testing facility. Buyer is advised to conduct an independent investigation of this matter. It is strongly recommended that Buyer have a soil test conducted of the Subject Property to determine any potential contamination.

6) Future Development: Buyer is aware that the Property may be affected by future development of property in the neighborhood or surrounding areas and the Property may be subject to building and development restrictions and conditions. Buyer is advised to consult with appropriate government agencies and shall rely solely upon Buyer's own investigations to determine future development or planning and its potential impact on the Property. Buyer is advised that the Universal Studios and Porter Ranch areas are in the process of major expansion at this time as are other areas located within City and County jurisdiction.

7) Flooring Disclosure: Neither Seller nor Broker make any representation or guarantee as to the type or condition of the flooring located underneath existing carpeting or other floor covering, except as may be noted in writing by Seller. Buyer is advised to conduct their own independent investigation of the flooring during Buyer's physical inspection period, if this is an important factor to Buyer. Buyer understands that any investigation of the flooring must be done in a manner that will not damage the existing floor covering. Seller is required to disclose any adverse conditions regarding flooring underneath the existing floor covering that are known to Seller; however, Buyer understands that Seller is NOT responsible for damaged flooring underneath existing floor covering unless Seller was aware of such condition and failed to disclose this to Buyer. If Buyer is informed "hardwood" or "wood" floors exist at Subject Property, Buyer understands this is NOT a representation or guarantee that all flooring is wood or hardwood and is not a representation or guarantee as to the condition of said flooring.

8) Wildlife: Buyer has been informed that various types of wildlife appear in residential neighborhoods and throughout the San Fernando Valley and surrounding areas. Coyotes, undomesticated cats, snakes, owls and other birds of prey as well as other such wildlife may be injurious to Property, pets and small children. Buyer is advised to investigate this matter during Buyer's contingency period.

9) Purchase or Sale by One Spouse: If one spouse is purchasing or selling the Property as his or her sole and separate property, Buyer and Seller are aware that the Title Insurance Company may require said spouse to obtain written approval from the other spouse in order to obtain Title Insurance on the Property.

10) Water Reservoir Improvement: The property may be served by or located near an area in which water reservoirs or dams are also located. Buyer should investigate the proximity and effect that such reservoirs or dams may have to the property. Buyer should also check with appropriate agencies for water quality, future construction, development or improvement plans for such reservoirs and dams.

11) Metrolink /Railway: Buyer and Seller are advised the Subject Property may be situated in or near one of the service areas of Metrolink or other railway service. There may be nuisances including but not limited to, noise or vibration, possible traffic delays due to train traffic, traffic to and from rail stations, and other possible nuisance

12) RV Parking Enforcement: Buyer is aware that even though the property may have RV parking or the possibility of RV parking, the City of Thousand Oaks is reviewing their RV parking policies. If the Buyer is concerned, the Buyer should contact the City of Thousand Oaks to determine if RV parking is currently allowed on this property and the possibility of City enforcement changes that might affect the ability to park or store on RV on this property in the future.

13) City of Thousand Oaks Records Search and Report and City Inspection Report: If property is situated within the City of Thousand Oaks, this transaction must include the City report of the residential building records (Records Search Report) showing the authorized use, occupancy and zoning classifications of the Property. Buyer is aware that Buyer may request a City Inspection Report and Seller may decline to allow such an inspection by a City employee.

14) The City of Ventura Sewer Lateral Ordinance: May require some property owners to deliver a Sewer Lateral Plumbing Certification to the Buyer and to the City of Ventura prior to the sale/close of escrow of this property. Brokers assume no responsibility for the parties' compliance with such ordinance. Brokers shall not be required to identify, locate or inform the parties of any city governmental requirements. Brokers advise parties to review the ordinance at www.cityofventura.net/water/

15) Ojai Valley Sanitary District As of December 1, 2015: The Ojai Valley Sanitary District is beginning to enforce a mandatory lateral sewer line inspection for any properties that have entered escrow after Dec. 1st. Additionally, the Sanitary District will require a sewer line inspection and mandatory sewer line repairs after Dec. 1, 2015 and every 10 years. For additional information please visit www.ojaisan.org.

16) High Winds Disclosure: Buyer and Seller are advised that certain areas located in Ventura and Los Angeles Counties experience high winds.

17) Oak Tree Ordinance: Many cities have an ordinance regarding oak trees, including but not limited to, use, maintenance, trimming, cutting, removal and pruning of any oak tree. There are permit guidelines as part of the ordinance. Buyer is advised that any oak trees on or near the property may interfere with modifications or additions to property and may interfere with the use, expansion, and enjoyment of the Subject Property. Buyer is advised to consult appropriate officials in the city regarding any oak trees near or on the Subject Property.

18) Ordinance Involving Water Conservation, Impact Hazards Glazing and Gas Shut Off Valves: If the property is located in the City of LA., the aforementioned ordinance requires Seller’s compliance. Seller agrees with the applicable ordinances and to provide Buyer with any necessary documentation or certificates as required. Questions concerning these ordinances should be directed to the LA Department of Building and Safety. (888) 524-2845

19) County Jail Facilities: Buyer and Seller are advised that the Los Angeles jail facility “Pitchess Detention Center” is situated on the east side of the I-5 freeway near Castaic. The county jail site includes four jail facilities ranging from medium to maximum security.

20) Salt Water Pools: The Santa Clarita Valley Sanitation District adopted an ordinance making it illegal for both new and existing “saltwater” pools to be connected to the sewer system. Buyer is advised to consult appropriate professionals and/or the Sanitation District at www.lacsd.org/chloride or call 1-877-CUT-SALT for further information regarding Salt Water Pools.

21) Homeowners Associations: If applicable the seller represents that there are (number) of Associations governing the property. The names of the Homeowners Associations, contact information and current dues are:

- 1. _____ \$ _____ /per _____.
- 2. _____ \$ _____ /per _____.
- 3. _____ \$ _____ /per _____.

Buyer and Seller acknowledge receipt of this page.

Date _____

Date _____

Buyer _____

Seller _____

Buyer _____

Seller _____