

The GRUBB Co.

1960 Mountain Boulevard, Oakland, CA 94611
3070 Claremont Avenue, Berkeley, CA 94705

RECEIPT FOR DOCUMENTS

Listing Agent: Helene Barkin

Property Address: 377 Palm Avenue #102 Oakland.

Purchaser and / or Purchaser's Agent acknowledge timely receipt of the following documents prior to writing and presenting an offer on the above referenced property.

1. Multiple Listing Service print out.
2. Public records.
3. Supplemental Statutory Disclosures (SSD).
4. RETDS (Seller's Transfer Disclosure Statement) dated 4/20/06.
5. The GRUBB Co. Supplemental Disclosure Statement dated 4/20/06 & Sellers Addendum 4/20/06 (1 pg.).
6. Oakland Ordinance Addendum.
7. Lead Based Paint Hazards Disclosure dated 4/13/06.
8. Water Heater Compliance Statement.
9. Smoke Detector Compliance Statement.
10. Arbitration of Disputes / Liquidated Damages Disclosure.
11. Hazard Zone Disclosure Report by JCP Geologists or Disclosure Source dated 4/26/06.
12. California Tax Data dated 4/25/06.
13. Structural Pest Control Report by East Bay Structural dated 4/24/06.
14. Copy of "The Homeowner's Guide to Earthquake and Safety and Environmental Hazards".
15. Notice of Your "Supplemental" Property Tax Bill.
16. World Inspection Network Report 9/10/03, pgs. 2-23 (22 pages).
17. Alliance Title Preliminary Report dated 12/24/06; Terracheck Enviromental Hazard Report 6/18/03
The Palm Manor Condomiiums Home Owners Association Documents:
18. Articles of Incorporation (3 pages)
19. CC&RS (35 pages)
20. By Laws (27 pages)
21. Reserve Study 2006 Budget (1 page)
22. YTD. Actual vs. Budget w/variance (1 page)
23. 2006 Annual Budget Package (3 pages)
24. Approved Budget 2006 (1 page)
25. Budget Increase (2 pages)
26. Annual general Membership Mtg.(13 pages)



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16. Alliance Title Preliminary Report Dated 12.24-2002; Terracheck Environmental Hazards Report 16/18/2003
17. WORLD INSPECTION NETWORK Report 9/10/2003, pgs 2-23 (22 pages)
18. Agents Transfer Disclosure Statement, 1 page 8/25/03, 4 Sellers Supplement 3 pages
19. Homeowner's CC & RS, Palm Manor Incorporation By LAWS (27 pgs), Budget minutes, Rules for Use + occupancy, Parking assignments, 2005 Special Assessments

Ben Williams 5/15/2006
Seller Date

Buyer Date

Seller Date

Buyer Date

Agent Representing Buyer: _____



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

(As required by the Civil Code) (C.A.R. Form AD, Revised 10/04)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller:

A Fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer:

A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer. (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

BUYER/SELLER Ben Williams Date 4-13-06 Time 8:15 AM/PM

BUYER/SELLER Date Time AM/PM

AGENT Grebb Company By Helene Bork Date (Please Print) (Associate-Licensee or Broker Signature)

THIS FORM SHALL BE PROVIDED AND ACKNOWLEDGED AS FOLLOWS (Civil Code § 2079.14): • When the listing brokerage company also represents Buyer, the Listing Agent shall have one AD form signed by Seller and one signed by Buyer. • When Buyer and Seller are represented by different brokerage companies, the Listing Agent shall have one AD form signed by Seller and the Buyer's Agent shall have one AD form signed by Buyer and one AD form signed by Seller.

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Reviewed by [Signature] Date 4/30



= METRO CAN PROPERTY PROFILE =
Alameda (CA)

OWNERSHIP INFORMATION

Parcel Number :010 0786 036 00
 Owner :Williams Benjamin
 CoOwner :
 Site Address :377 Palm Ave #102 Oakland 94610
 Mail Address :377 Palm Ave #102 Oakland Ca 94610
 Owner Phone :
 Tenant Phone :

RECEIVED AND READ

NUMBER OF PAGES 1

NAME	DATE
NAME	DATE

SALES AND LOAN INFORMATION

Transferred	:10/03/2003	Loan Amount	:\$178,399
Document #	:587321	Lender	:Peoples Choice Hom
Sale Price	:\$223,000 Full	Loan Type	:Conventional
Deed Type	:Grant Deed	Interest Rate	:Adjustable
% Owned	:100	Vesting Type	:Unmarried Person

ASSESSMENT AND TAX INFORMATION

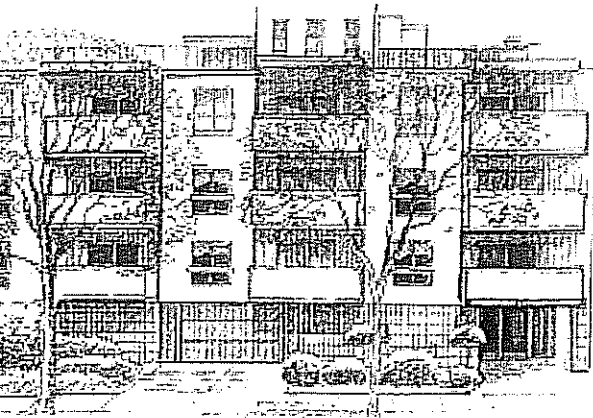
Land	:\$68,238	Exempt Type	:Homeowners
Structure	:\$159,120	Exempt Amount	:\$7,000
Other	:	Incorporated	:Yes
Total	:\$227,358	Tax Rate Area	:17001
% Improved	:70	05-06 Taxes	:\$3,539.46

PROPERTY DESCRIPTION

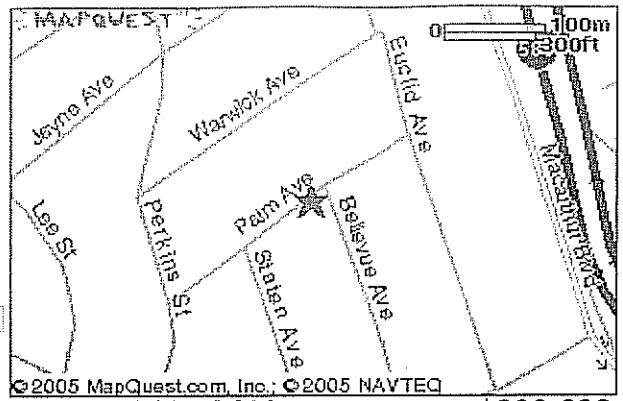
Map Grid :649 J2
 Census :Tract :4036.00 Block :2
 Land Use :730 Res,Multi,Condominiums

PROPERTY CHARACTERISTICS

TotalRms :	Pool :	Lot Acres :	Bldg Matl :	Frame
Bedrooms :1	Units :	Lot SqFt :	Bldg Shape :	
Bathrms :1.0	Bldg Num :1	Bldg SqFt :633	Bldg Class :	6.0
Stories :	Elevator :No	Year Blt :1970	View Qual :	
Unit Flr :1	Garage :	Eff YrBlt :1970	Topography :	

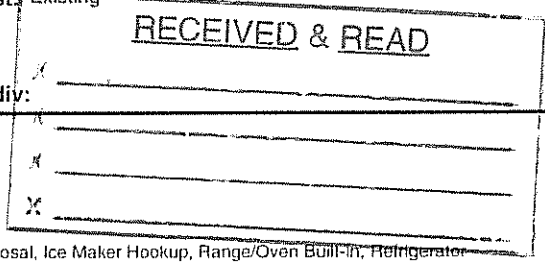


Virtual Tour:
 Virtual Tour
 Email This Listing



377 PALM AVENUE OAKLAND #102 94610-3361 2610 \$299,000
RESIDENTIAL Condo New 40167837 SP:

Dir: GRAND AVENUE>BELLEVUE>PALM	Bldr/A:	Beds: 1	# of Units: 24	SqFt: 633	Public Records
Cross St: BELLEVUE	Model:	Baths: 1 / 0	%OwnOcc: 75	\$/SqFt: 472	
D/N/S: ADAMS POINT	Style: Contemporary	# Rms: 3	Unit's Flr: 2	Lot Ac: 0.00	
TB Map: 649J3 # Assoc Docs: 0	Story: Three or More Stories	Yr Blt: 1970	TIC%:	Pool: No	Lot SF: 0
Complex: PALM MANOR		Const: Existing			
Unit Info: Elevator Building, Levels in Unit - 1, Unit Faces Street					
Pets: Cat Permitted, Upon Approval					
Sales Ofc:					



Features

M Level: Other	L Level:
U Level: 1 Bedroom, 1 Bath	
+ Rooms: Dining Area, Dining Ell	
Kitchen: Breakfast Bar, Counter - Solid Surface, Dishwasher, Electric Range/Cooktop, Garbage Disposal, Ice Maker Hookup, Range/Oven Built-in, Refrigerator	
Ba Non-Mstr:	
Mstr Bath: Shower Over Tub	Fireplace: 0 / None
Heat: Baseboard, Radiant	Garage: 1 / Below Building Parking, Enclosed Garage, Parking Spaces, Spac...
Cool: None	Flooring: Linoleum, Other
Equipment: Fire Alarm System, Garage Door Opener, Intercom	Laundry: 220 Volt Outlet, Coin Operated, Community Facility, Dryer, In Laundry ...
Lot: Level	Wtr/Sewr: Sewer System - Public, Water - Public
Exterior: Stucco	Pool: None
Roof: Tar and Gravel	Foundatn:
View:	Disabled:
Yard Desc: No Yard	
SchoolDist: Oakland (510) 879-8111	Elem: Call School District
	Jr Hi: Call School District
	Sr Hi: Call School District

Homeowner's Association

HOA: Yes	Name: PALM MANOR	510-835-1839	Fee: 257	Pd: Monthly	Trans Fee: Paid by Seller	Lit Pend: No
Fee Inc:	Common Area Maint, Common Heating, Common Hot Water, Earthquake Insurance, Exterior Maintenance, Gas, Management Fee, Reserves, Security/Gate Fee, Trash Removal, Water/Sewer		Docs:	Budget, Bylaws, CC&R'S, Financial Statement, Reserve Study, Rules and Regulations, Other HOA Docs		
Ameni:	Security Gate					

Remarks Cozy, affordable condo in Adams Point! Comfortable unit shows beautifully. Lovely tree outlook from living room and terrace for enjoying the outdoors. Gated 1 car parking. Close to transportation, shops and restaurants!

Confidential Remarks NO SHOW TIL 5/18 @ 10AM. SUNDAY OPEN 5/21. BROKERS TOUR 5/22. Sq. ft. not verified or guaranteed by agent or seller, as per public records.

List Type: Excl Right	CSO: 3	D/VComp: No	List Ser: Full Service	APN: 010078603600
Disclosure: None		POS: No	City Tr Tax: Yes	Poss: COE, Immediate
Terms: CASH, CONV		Inspect/Rpts:	Home Inspection	
Occupied: Owner	Name: BEN	Occ Ph:	24 Hrs: No	
Show: NST 5/18 @ 10AM THEN GO ANYTIME		Lockbox?:	Yes / FRONT	
		Zoning:	1004	

Listed: HELENE BARKIN - (510) 652-2133 ext. 424	THE GRUBB CO. INC. - Off (510) 652-2133	Market: 5/17/2006
HBARKIN@GRUBBCO.COM	Fax(510) 652-0114	Pend:
Sold By:		Pro/Act COE:
Orig List \$: \$299,000	Sale \$/Orig \$:	Off Mrkt:
% Last List \$: 299,000	Sale \$/Last \$:	DOM: 0
% Sale \$/SF: \$	Sale Terms:	
Prepared By: AMY SMITH	© 2006 BEAR, CCAR, EBRD. This information is deemed reliable, but not guaranteed.	



CALIFORNIA
ASSOCIATION
OF REALTORS®

SMOKE DETECTOR STATEMENT OF COMPLIANCE

As required by California State Health and Safety Code §13113.8(b)

Property Address: _____

377 Palm Avenue #102

- 1. STATE LAW:** California law requires that every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations. (Health and Safety Code §13113.8)
- 2. LOCAL REQUIREMENTS:** Some local ordinances impose more stringent smoke detector requirements than does California law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable smoke detector requirements for your property.
- 3. TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California state law concerning smoke detectors.
- 4. EXCEPTIONS:** Exceptions to the state law are generally the same as the exceptions to the Transfer Disclosure Laws.
- 5. CERTIFICATION:** Seller represents that the Property, as of the close of escrow, will be in compliance with Health and Safety Code §13113.8 by having operable smoke detector(s) approved and listed by the State Fire Marshal installed in accordance with State Fire Marshal's regulations and in accordance with applicable local ordinance(s).

Seller Ben Williams (Signature) Ben Williams (Print Name) Date 4/13/06

Seller _____ (Signature) _____ (Print Name) Date _____

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

Buyer _____ (Signature) _____ (Print Name) Date _____

Buyer _____ (Signature) _____ (Print Name) Date _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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REVISED 4/99

OFFICE USE ONLY
Reviewed by Broker
or Designee _____
Date _____





WATER HEATER STATEMENT OF COMPLIANCE
Water Heater Bracing, Anchoring or Strapping
 As required by California Health and Safety Code §19211
 (Only required when there is a water heater on or in the property)
 (C.A.R. Form WHS, Revised 4/05)

Property Address: _____

377 Palm Avenue # 102 Oakland

- 1. STATE LAW:** California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion. "Water heater" means any standard water heater with a capacity of no more than 120 gallons for which a pre-engineered strapping kit is readily available. (Health and Safety Code §19211).
- 2. LOCAL REQUIREMENTS:** Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable water heater bracing, anchoring or strapping requirements for your property.
- 3. TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law.
- 4. EXCEPTIONS:** There are no exceptions to the State Law.
- 5. CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller *Ben Williams* Ben Williams Date 4/13/06
 (Signature) (Print Name)
 Seller _____ Date _____
 (Signature) (Print Name)

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

Buyer _____ Date _____
 (Signature) (Print Name)
 Buyer _____ Date _____
 (Signature) (Print Name)

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 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____





Name of Buyer(s) _____
Property Address 377 Palm Avenue #102
Oakland, Ca 94618

Pursuant to Civil Code §1102.6c, Seller or his or her agent is providing this "Notice of Your 'Supplemental' Property Tax Bill":

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

The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector.

If you have any question concerning this matter, please call your local Tax Collector's Office."

Buyer acknowledges Buyer has read, understands and has received a copy of this "Notice of Your 'Supplemental' Property Tax Bill".

Buyer _____ Date _____

Buyer _____ Date _____

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1960 Mountain Boulevard, Oakland, CA 94611
3070 Claremont Avenue, Berkeley, CA 94705

Dated _____ between the Buyer(s) _____

Seller(s) Ben Williams relating to property located at
377 Palm #102 Oakland

Provided below is a list of Oakland's major regulations that relate to property ownership. These regulations, as well as the fees that are based on the regulations, may not apply to your particular property, but are provided as a convenient reference. You may obtain copies of the codes and ordinances relating to these regulations from Oakland's Office of the City Clerk, 1 Frank H. Ogawa Plaza, 1st Floor, Oakland, CA 94612, (510) 238-3611, between 8:30 a.m. and 5:00 p.m., Monday through Friday or visit www.oaklandnet.com.

BUSINESS TAX

Title 5, Chapter 5.04, of the Oakland Municipal Code (OMC) requires all persons conducting any business to first obtain a Business Tax Certificate and pay an annual Business Tax. The term *Business* includes all commercial and residential rental activities, including single family residences that are rented. Failure to comply with the Business Tax requirements may result in the imposition of penalties and in fact, as well as a lien and special assessment placed on your property.

For more information, contact the **Business Tax Section** in the Financial Services Agency, 250 Frank H. Ogawa Plaza, 1st Floor, Oakland, CA 94612,; or call (510) 238-3704, Monday through Friday, between 8 am and 4pm.

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

Resolution 66354 C.M.S. creates the Landscaping and Lighting Assessment District (LLAD) to fund landscaping and lighting activities throughout the City. All real property in Oakland is subject to this assessment and currently ranges from \$77.00 to \$26,323.44 for residential and \$113.00 to \$23,000.00 for commercial.

MELLO-ROOS COMMUNITY FACILITIES DISTRICT

Resolution 67202 C.M.S. provides funding for the Rockridge Library, in part, by levying a special tax on real property within Rockridge Community Facilities District Number 1. The cost is \$25 annually.

For more information, contact the **Revenue Audit Section** in the Financial Services Agency, 150 Frank H. Ogawa Plaza, 5th Floor, Oakland, CA 94612; or call (510) 238-3084, Monday through Friday, between 9 a.m. and 4 p.m.

FIRE AREA UTILITY UNDERGROUND ASSESSMENT DISTRICT

Resolution 69877 C.M.S. created the Fire Area Utility Underground Assessment District to fund the installation of underground utilities in certain sections of the City known as the "Fire Area". All real property within the area is subject to this assessment. The cost for the owner of a single-family residence is approximately \$290 per year.

FIRE SUPPRESSION ASSESSMENT DISTRICT

Resolution 69518 C.M.S. established a Fire Suppression Assessment District encompassing those sections of the City designated as the Fire Hazard Area by the City Council. The reduction of fire risks will be funded by an assessment on real property within the District.

For more information, contact the **Treasury Division** in the Financial Services Agency, 150 Frank H. Ogawa Plaza, 5th Floor, Oakland, CA 94612; or call (510) 238-3201, Monday through Friday, between 9am and 4pm.

Seller's Initials / Buyer's Initials
B.W. (/)

1960 Mountain Boulevard, Oakland, CA 94611
3070 Claremont Avenue, Berkeley, CA 94705

Property Address: 377 Palm #102 Oakland

REAL ESTATE TRANSFER TAX

Title 4, Chapter 4.20 of the OMC requires that whenever you change ownership of real property, and record that change with the County of Alameda, you must pay a City of Oakland Real Estate Transfer Tax (RETT). [Note: Alameda County has its own Transfer Tax.] The City's Current tax rate is 1.50% of the consideration received (for example, money exchanged or debt forgiven.) Alameda County will collect this tax on the City's behalf, but will still record the document if the recording party or its agent, e.g., a title company, fails to pay the tax. However, if the tax remains unpaid 24 hours after recordation, the tax becomes delinquent and subject to penalty and interest.

For more information, contact the **Central Collections Section** in the Financial Services Agency, 150 Frank H. Ogawa Plaza, 5th Floor, Oakland, 94612; or call (510) 238-7317, Monday through Friday, between 9am and 4pm.

GARBAGE COLLECTION

Title 8, Chapter 8.28 of the OMC requires all property owners to use only City-authorized trash collectors, and to pay City established fees for that service. The City may record a lien with the County Recorder and/or impose a special property assessment if fees are not paid on a timely basis. A property owner may not shift this obligation to pay for trash collection by requiring a tenant to pay such fees directly to the City.

For more information, contact the **Mandatory Garbage Unit Central Collections Section**, in the Financial Services Agency, 150 Frank H. Ogawa Plaza, 5th Floor, Oakland, CA 94612, or call (510) 238-3287, Monday through Friday, between 9 am and 4 pm.

REPORT OF RESIDENTIAL BUILDING RECORD

The Oakland Housing Code §H-206 (a) requires any seller of residential real estate (except for detached single family dwellings) to obtain and deliver to the buyer a Report of Residential Building Record (a 3-R Report) before the close of escrow. The seller must pay a filing fee of \$116 per building for the 3-R Report. Upon close of escrow, the buyer must file a receipt of the 3-R Report with the City.

For more information, contact **Building Services Permit Counter**, Community & Economic Development Agency 250 Frank H. Ogawa Plaza 2nd Floor, Oakland, CA 94612, or call (510) 238-3381 Monday through Friday, between 8 am and 4 pm.

RESIDENTIAL RENT ARBITRATION BOARD

Ordinance 9980 C.M.S., Ordinance 10402 C.M.S., Resolution 63429 C.M.S. and Resolution 71518 C.M.S. establishes a Residential Rent Arbitration Board to resolve disputes regarding rent increases. This ordinance applies to all residential rental units, except the following: 1) units owned by a governmental entity; 2) certain care facilities; 3) religious homes; 4) dormitories owned and operated by educational institutions; 5) transient accommodations; 6) non-profit cooperatives; and Landlords must notify all tenants in writing of the existence of the Residential Rent Arbitration Board, and must post a notice of same in all vacant units. That notice must include the unit's previous rental amount. Under Resolution 71518 C.M.S., a landlord's right to increase rent is severely restricted.

For more information, contact the **Residential Rent Arbitration Section** in the Community & Economic Development Agency 250 Frank Ogawa Plaza, 5th Floor, Oakland, CA 94612; or call (510) 238-3721, Monday through Friday, between 9 an and 4:30 pm.

Seller's Initials / Buyer's Initials

(B/W) (/)

1960 Mountain Boulevard, Oakland, CA 94611
3070 Claremont Avenue, Berkeley, CA 94705

Property Address: 377 Palm #102 Oakland

TREE ORDINANCE

Title 12, Chapter 12.36 of the OMC requires that property owners obtain a permit prior to removing *Protected Trees* from their property. *Protected Trees* are defined within the code. Removing or damaging any Protected Tree without the proper permit constitutes an infraction. In addition to the cost of the infraction, violators are liable for damages for an amount up to the value of the removed tree. The City may place a lien on the property if the infraction is not paid on a timely basis. That lien may subsequently be added to the County Property tax bill.

HAZARDOUS TREE ORDINANCE

Title 12, Chapter 12.40 of the OMC defines hazardous tree conditions and addresses ways of mitigating those conditions on both private and public property. There are stringent time frames for responding to hazardous tree claims. If hazardous tree claims are not resolved privately, a claimant may, as a last resort take the claim through the court system.

VIEW ORDINANCE

Title 15, Chapter 15.52 of the OIC provides a claim procedure to compel the removal of trees that may obstruct private views and which existed at the time the claimant acquired his or her property. Certain trees that are part of the natural habitat are exempt from this code. The City does not take an active role in these issues; rather, it encourages the private resolution of such disputes. If a view dispute cannot be resolved privately, and if a claimant prevails through court trial or judicial arbitration, a civil penalty of \$1,000 may be imposed on the defendant. The claimant generally bears the cost of tree removal, but splits the cost with the tree owner if the tree was planted after August 5, 1980. The tree owner bears all costs if he or she fails to cooperate in a non-judicial resolution of the view dispute and if he or she receives an adverse judicial decision.

For more information, contact the **Tree Services Section** in the Parks, Recreation & Cultural Arts Division of the Life Enrichment Agency, 7101 Edgewater Drive, Room 405, Oakland, CA 94621; or call (510) 615-5850, Monday through Friday, between 7:00-9:00 a.m. or 2:00-3:00 p.m.

OAKLAND CREEK ORDINANCE

OMC Chapter 13.16 (Creek Protection) Provides for certain additional requirements in obtaining a building permit for any work to be performed on a property located in proximity to a creek or natural watercourse.

Category I: Interior work. Control any runoff creek.

Category II: Exterior work greater than 100 feet from a creek. Control runoff.

Category III: Any exterior work that is more than 20 feet from a creek but less than 100 feet away.

Category IV: Any exterior work 20 feet or closer to a creek.

For a Category III and IV permit, you may have to submit a Creek Protection Plan and possibly a Hydrology Report. If the subject property is located within 100 feet of a know watercourse, we recommend contacting the City of Oakland Zoning and Permits Department.

Seller's Initials / Buyer's Initials
(O/W) ()

1960 Mountain Boulevard, Oakland, CA 94611
3070 Claremont Avenue, Berkeley, CA 94705

Property Address: _____

377 Palm #102 Oakland

EARTHQUAKE SAFETY

Title 15, Chapter 15.20 of the OMC requires that a geologic report be submitted to the City where a new structure (or remodeling in excess of 50 percent of the replacement value of the building) is proposed to be constructed wholly or partly within a Special Studies Zone. The California Public Resources Code §2621-2630 defines a Special Studies Zone, which contains active earthquake fault traces. The City may require an additional geologic report where geologic conditions or proposed site usage changes, or in certain other instances. The code describes in detail the items required to be shown, both in the text of the geologic report and in the accompanying maps.

For more information, contact the **Engineering Information Services** in the Community & Economic Development Agency, 250 Frank H. Ogawa Plaza 4th Floor, Oakland, CA 94612; or call (510) 238-4777, Monday through Friday, between 8am and 4 pm.

SMOKE DETECTORS IN EXISTING RESIDENTIAL OCCUPANCIES

Chapter 9, §H-902. In existing residential Properties, when alterations, repairs, or additions having a valuation in excess of one thousand dollars (\$1,000.00) or when one or more sleeping rooms are added or converted, or when the property is sold or title transferred to other than an immediate relative, the entire building shall be provided with approved smoke detectors as required for the current building code.

SMOKE DETECTOR LOCATION WITHIN DWELLING UNITS. In dwelling units, a detector shall be installed in each sleeping room and at a point centrally located in the corridor or area giving access to each separate sleeping area. When the dwelling unit has more than one story and in dwellings with basements, a detector shall be installed on each story and in the basement. In dwelling units where a story or basement is split into two or more levels, the smoke detector shall be installed on the upper level, except that when the lower level contains a sleeping area, a detector shall be installed on each level. When sleeping rooms are on an upper level, the detector shall be placed at the ceiling of the upper level in close proximity to the stairway. In dwelling units where the ceiling height of a room open to the hallway serving the bedrooms exceeds that of the hallway by 24 inches or more, smoke detectors shall be installed in the hallway and in the adjacent room. Detectors shall sound an alarm audible in all sleeping areas of the dwelling unit in which they are located.

SPECIAL ASSESSMENTS

The City of Oakland may levy certain assessments against a property. These include, but are not limited to, A.D. 1994-1, Fire Area Utility Underground, A.D. 1994-2, Rockridge Area Water IMPS, certain special tax liens that will appear on a preliminary title report.

For more information, contact the **Treasury Division** in the Financial Services Agency, 150 Frank H. Ogawa Plaza, 5th Floor, Oakland, CA 94612, or call (510) 238-3201, Monday through Friday between 9am and 4 pm.

The Undersigned Acknowledge Receipt of a Copy Hereof.

Ben Williams 4/13/06
Seller Date

Buyer Date

Seller Date

Buyer Date

Property Address: 377 Palm Ave #102 Oakland, CA

This disclosure is designed to give buyers and sellers a basic understanding of four contract provisions: Agency, Liquidated Damages, Arbitration of Disputes and the Megan's Law Database. The Liquidated Damages and Arbitration of Disputes provisions deal with different issues and must be read, in their entirety, before signing a contract.

AGENCY

The Brokers have a fiduciary duty to their own Clients. However, the Brokers also owe all Principals in the transaction: fair and honest dealing, acting in a diligent manner and handling the transaction in a timely fashion. Furthermore, the Broker representing the Buyer may also represent other potential Buyers who may consider or make offers on the same property. Likewise, the Broker representing the Seller may also represent other Sellers that have similar or competing properties.

There are 3 basic forms of representation under Agency. The Buyer may have sole representation by their Agent/Broker, the Seller may have sole representation by their Agent/Broker, or there may be Dual Agency, wherein the Agent /Broker represents both the Buyer and the Seller. This Dual Agency does exist whether 2 separate Agents working for the SAME Brokerage are representing the Buyer and the Seller, or if the SAME AGENT represents both Buyer and Seller.

- I understand that The GRUBB Co. is representing BOTH Buyer and Seller in this transaction.
- I understand that The GRUBB Co. and _____ are representing BOTH Buyer and Seller in this transaction.

In addition, the Agents must disclose if they have any financial interest in the subject property.

- The Agent/Broker DOES NOT have a financial interest in the subject property.
- The Agent/Broker DOES have a financial interest in the subject property in the form of a Swing Loan.
- The Agent/Broker DOES have a financial interest in the subject property in the form of the following described Loan _____.

Seller's Initials D.W.() / Buyer's Initials () ()

Property Address: 377 Palm Avenue #102 Oakland

LIQUIDATED DAMAGES

The parties can, if they choose, agree to have this option or they can decline it in the purchase contract. Most standard real estate contract forms contain a provision for the buyer and seller to agree, in advance, to set a limit on the maximum amount of damages the seller will recover if the buyer breaches the contract. This limit is usually 3% of the purchase price or the amount in escrow, whichever is less. Initialing this provision is not a guarantee that the seller will recover the deposit and it is not a means to prevent a buyer from terminating the contract. This section does not address and has no effect on other legal remedies, such as specific performance. This section does not limit the damages the buyer will recover if the seller breaches the contract. The provision only applies if the buyer breaches the contract. Neither Realtors nor escrow holders can determine if a breach has occurred; this is an issue decided by a court or through arbitration.

ARBITRATION OF DISPUTES

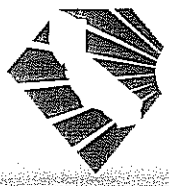
The parties can, if they choose, agree to have this option or they can decline both. Most standard real estate contract forms contain a provision whereby the buyer and seller can, if they choose, agree to submit their disputes to binding arbitration. This is a contract option which has been made available as a convenience for buyers and sellers to decide what forum will be used to resolve any disputes. Arbitration is less formal and can be a faster, less expensive means of resolving disputes than a court trial.

NATURE OF BINDING ARBITRATION: Binding arbitration is a process whereby parties (by themselves or through their attorney) resolve disputes before a neutral arbitrator(s). The arbitrator (s) is required to be a neutral, disinterested person that the parties agree to use, such as a retired judge or an arbitration service, such as the American Arbitration Association (AAA), and must render a fair and impartial decision. That decision is then final and enforceable; there is no appeal even if the decision is based upon a misunderstanding of fact and/or law. By electing binding arbitration, the parties are generally giving up the right to a trial by a judge or jury as well as the right to full and formal court process. However, the parties can be represented by legal counsel if they choose arbitration.

SCOPE OF ARBITRATION: The arbitration would cover most real estate transaction disputes that arise either before or after escrow closes. Those excluded actions are described in The Arbitration of Disputes Provision. The only parties who must submit to the arbitration process are The Principals to the Transaction.

ARBITRATOR: The arbitrator is required to be a neutral, disinterested person that the parties agree to use, such as a retired judge or an arbitration service, such as the American Arbitration Association (AAA).

Seller's Initials BW() / Buyer's Initials () ()



LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals

(C.A.R. Form FLD, Revised 1/03)

The following terms and conditions are hereby incorporated in and made a part of the: California Residential Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, or other:

dated 3-13-06, on property known as: 377 Palm #102 Oakland 94610 ("Property") in which is referred to as Buyer or Tenant and Benjamin Williams is referred to as Seller or Landlord.

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly.

1. SELLER'S OR LANDLORD'S DISCLOSURE

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

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

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

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

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

Benjamin Williams Date 3-13-06

Seller or Landlord Date

Buyer's Initials () () Seller's Initials (B.W.) ()

Reviewed by _____ Date _____



Property Address:

377 Palm # 102 Oakland

Date

3-12-06

2. LISTING AGENT'S ACKNOWLEDGMENT

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

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

Grubb Co.

Agent (Broker representing Seller) Please Print

By [Signature]

Associate-Licensee or Broker Signature

3-12-06

Date

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

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

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

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

Buyer or Tenant

Date

Buyer or Tenant

Date

4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under §42 USC 4852d and is aware of Agent's responsibility to ensure compliance.

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

Agent (Broker obtaining the Offer)

By

Associate-Licensee or Broker Signature

Date

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

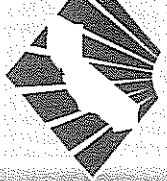
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Reviewed by _____ Date _____





1. Seller makes the following disclosures with regard to the real property or manufactured home described as
377 PALM #102 OAKLAND, Assessor's Parcel No. _____,
 situated in OAKLAND, County of ALAMEDA, California ("Property").

2. THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS DISCLOSURE STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR ANY AGENT(S) AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN. A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF SELLER OR BUYER DESIRE LEGAL ADVICE, CONSULT AN ATTORNEY.

3. Are you (Seller) aware of any of the following? (Explain any "yes" answers below.)
- A. Within the last 3 years, the death of an occupant of the Property upon the Property. Yes No
 - B. The release of an illegal controlled substance on or beneath the Property Yes No
 - C. Whether the Property is located in or adjacent to an "industrial use" zone Yes No
 (In general, a zone or district allowing manufacturing, commercial or airport uses.)
 - D. Whether the Property is affected by a nuisance created by an "industrial use" zone Yes No
 - E. Whether the Property is located within 1 mile of a former federal or state ordnance location Yes No
 (In general, an area once used for military training purposes that may contain potentially explosive munitions.)
 - F. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision Yes No
 - G. Insurance claims affecting the Property within the past 5 years Yes No
 - H. Matters affecting title of the Property Yes No
 - I. Material facts or defects affecting the Property not otherwise disclosed to Buyer Yes No

Explanation, or (if checked) see attached:
E) This was an apartment building converted into condominiums. Date of conversion probable in CGR's.
G) Water leak from unit above seeped into ceiling & walls around kitchen area - her insurance covered all repairs.

4. Seller represents that the information herein is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a Copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.

Seller *Don Wilhemy* Date 4/20/06
 Seller _____ Date _____

5. By signing below, Buyer acknowledges Buyer has received, read, and understands this Supplemental Statutory and Contractual Disclosures form.

Buyer _____ Date _____
 Buyer _____ Date _____
 Agent (Broker Representing Seller) _____
 By _____ Date _____
 (Associate-Licensee or Broker Signature)
 Agent (Broker Obtaining the Offer) _____
 By _____ Date _____
 (Associate-Licensee or Broker Signature)

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Reviewed by _____ Date _____



THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Oakland
COUNTY OF Alameda, STATE OF CALIFORNIA,
DESCRIBED AS 377 Palm #102

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) 4/20/06. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

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

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

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

II. SELLER'S INFORMATION

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

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

Seller is is not occupying the property.

A. The subject property has the items checked below (read across):

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Range | <input checked="" type="checkbox"/> Oven | <input type="checkbox"/> Microwave |
| <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Trash Compactor | <input checked="" type="checkbox"/> Garbage Disposal |
| <input type="checkbox"/> Washer/Dryer Hookups | <input checked="" type="checkbox"/> Smoke Detector(s) | <input type="checkbox"/> Rain Gutters |
| <input type="checkbox"/> Burglar Alarms | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Fire Alarm |
| <input type="checkbox"/> TV Antenna | <input type="checkbox"/> Central Air Conditioning | <input checked="" type="checkbox"/> Intercom |
| <input type="checkbox"/> Central Heating | <input type="checkbox"/> Sprinklers | <input type="checkbox"/> Evaporator Cooler(s) |
| <input type="checkbox"/> Wall/Window Air Conditioning | <input type="checkbox"/> Sump Pump | <input type="checkbox"/> Public Sewer System |
| <input type="checkbox"/> Septic Tank | <input type="checkbox"/> Built-in Barbecue | <input type="checkbox"/> Water Softener |
| <input checked="" type="checkbox"/> Patio/Decking | <input type="checkbox"/> Pool | <input type="checkbox"/> Gazebo |
| <input type="checkbox"/> Sauna | <input type="checkbox"/> Child Resistant Barrier* | <input type="checkbox"/> Spa |
| <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Automatic Garage Door Opener(s)* | <input type="checkbox"/> Locking Safety Cover* |
| <input type="checkbox"/> Locking Safety Cover* | <input type="checkbox"/> Not Attached | <input type="checkbox"/> Number Remote Controls _____ |
| <input type="checkbox"/> Security Gate(s) | <input type="checkbox"/> Solar | <input checked="" type="checkbox"/> Carport |
| Garage: <input type="checkbox"/> Attached | <input type="checkbox"/> Water Heater Anchored, Braced, or Strapped* | <input type="checkbox"/> Electric |
| Pool/Spa Heater: <input type="checkbox"/> Gas | <input type="checkbox"/> Well | <input type="checkbox"/> Private Utility or Other _____ |
| Water Heater: <input type="checkbox"/> Gas | <input type="checkbox"/> Bottled | |
| Water Supply: <input type="checkbox"/> City | <input type="checkbox"/> Window Security Bars | |
| Gas Supply: <input type="checkbox"/> Utility | <input type="checkbox"/> Quick Release Mechanism on Bedroom Windows* | |
| <input type="checkbox"/> Window Screens | | |
| Exhaust Fan(s) in <u>bath & kitchen</u> | 220 Volt Wiring in _____ | Fireplace(s) in <u>hall</u> |
| <input type="checkbox"/> Gas Starter _____ | Roof(s) Type: <u>don't know</u> | Age: <u>approx. 1 year old</u> (approx.) |
| <input type="checkbox"/> Other: _____ | | |

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): Patio decking above my deck.

(*see footnote on page 2)

Buyer's Initials () ()
Seller's Initials B.W. () ()

Reviewed by _____ Date _____



Property Address: 211 Park Ave West

Date: 4/20/06

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: Patio of unit directly above does not drain properly during rainy weather looks onto my patio. Patio considered common space and is issue for HOA.)

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

*This garage door opener or child resistant pool barrier may not be in compliance with the safety standards relating to automatic reversing devices as set forth in Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or with the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. The water heater may not be anchored, braced, or strapped in accordance with Section 19211 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.

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

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): CE#13 - this is a condo that has a home owners association.

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 [Signature] Date 4/20/06

Seller _____ Date _____

Buyer's Initials () ()
Seller's Initials (B.W.) () ()
Reviewed by _____ Date _____



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:

Agent notes no items for disclosure.

Agent notes the following items: see attached addendum

Agent (Broker Representing Seller)

(Please Print)

Grubb Company By [Signature]

(Associate Licensee or Broker Signature)

Date

May 10, 2006

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:

Agent notes no items for disclosure.

Agent notes the following items: _____

Agent (Broker Obtaining the Offer)

(Please Print)

By

(Associate Licensee or Broker Signature)

Date

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

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

Seller _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller)

(Please Print)

By

(Associate Licensee or Broker Signature)

Date

Agent (Broker Obtaining the Offer)

(Please Print)

By

(Associate Licensee or Broker Signature)

Date

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

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

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



Sellers Agents Transfer Disclosure Statement

1. There is a strong smell of smoke in the hallway of this building on the floor of the unit particularly
2. Floors in this unit in main room is laminate
3. Square footage is based on property tax records and has not been measured or verified by sellers agent or seller
4. Cabinet door in bathroom, under sink doesn't close fully
5. Some kitchen cabinet doors do not close tightly
6. Washer-dryer laundry room was vandalized for coins in machine. Parts are on order for repairs as per management and are expected to be repaired when parts arrive, no exact date has been given
7. Refrigerator door has a ding on it
8. Stucco on deck has dabb areas and may need some paint

Sellers Agent

By Helene Boken May 10, 2006 Grubb Company

Seller _____ Date _____

Buyer _____ Date _____

Buyer _____ Date _____

Buyers Agent _____ Date _____

1960 Mountain Boulevard, Oakland, CA 94611
3070 Claremont Avenue, Berkeley, CA 94705

SELLER'S SUPPLEMENT TO
REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address 377 Palm Avenue

Seller(s) Name Benjamin Williams

As of: (Date) 4/20/06

This form supplements the Real Estate Transfer Disclosure Statement requirements of Civil Code §1102 and is designed to give the Buyer(s) additional information regarding the subject property. The following representations are made by the Seller(s) and are NOT representations by Agent(s).

- | | Yes | No | Don't Know |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| 1. Any non-tempered glass on shower and/or sliding doors? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Any spark arrestors which have been installed? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Any animals kept on the property? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Any stains, odor or damage caused by animals kept on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Any pools or spas requiring fencing? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Any abandoned tanks or systems (i.e., fuel oil, gas, oil, septic, leach fields)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Any presently connected tanks, septic systems or leach lines? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Any quality problems with the home's water supply (i.e., sediment, discoloration, odor or pressure)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Any leaks, back-ups or recurring blockages in any sewer drainlines? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 10. Describe the condition, repairs and frequency of recurrence of the problem(s) | | | |
| 11. Are you aware of any creek that is open or culverted or any natural watercourse within 100 feet of the subject property? (Refer to The Grubb Co. City Ordinance Addendum regarding Creek Preservation or Protection Ordinances) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12. Any leaks or water intrusion (past or present) in the roof(s), chimney(s), around skylight(s) and windows or elsewhere from any source? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Location(s): | | | |
| Describe/Date Specific Corrective Repairs: | | | |
| 13. Regarding driveway or private access: | | | |
| (a) Any shared or common driveway or road? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Any written or oral agreement to maintain driveway or road? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) Any forthcoming assessments? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (d) Any easements not of public record? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 14. Are you aware of any of the following in the neighborhood at any time? | | | |
| (a) Flooding or drainage problems | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) Settling, slippage, landslides or other soil problems | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) Recurrent or unusual odor problems | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (d) Contaminated soil or ground water | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (e) Any criminal activity on the subject property or in the immediate neighborhood? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Describe: | | | |
| 15. Proximity to any of the following: | | | |
| (a) Pending real estate development in the area (such as condominiums, planned units development, subdivisions or property for commercial, industrial, sport, educational or religious use) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Proposed or approved changes in public or private facilities | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 16. Any current violations of the Covenants, Conditions and Restrictions (CC&Rs)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 17. Any deaths on the property in the last three years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 18. Any bonds and/or assessment obligations which are currently due that are not a part of the property tax bill? .. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 19. Any disease which affects trees or plants on the property or within two hundred feet of property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 20. Any restrictions on the use of the premises other than those disclosed in writing? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Seller's Initials BW () / Buyer's Initials () ()

SELLER'S SUPPLEMENT TO
REAL ESTATE TRANSFER DISCLOSURE STATEMENT

1960 Mountain Boulevard, Oakland, CA 94611
3070 Claremont Avenue, Berkeley, CA 94705

Property Address 377 Palm Avenue #102, Oakland, CA 94610

- | | Yes | No | Don't Know |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| 21. Any boundary disputes, or third party claims affecting the property (rights of other people to interfere with the use of the property in any way)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 22. Any problems with retaining walls (such as leaning, bulging or cracking)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 23. Any problems with existing underground sprinkler systems? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 24. Any sump pump, underground drains, French drains, dry wells or surface disposal systems in the crawl space/sub area or elsewhere on the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (a) If yes, please describe and give location _____ | | | |
| (b) Was sump pump installed with permit? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 25. Any damp soil and/or standing water in the sub area (under any building)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 26. Any standing, collecting or ponding water on the property at any time? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If so, where? _____ | | | |
| 27. Any repairs, replacements or ongoing maintenance to any of the following items: interior walls, ceilings, floors, exterior walls, insulation, roof(s), windows, doors, foundation, slab(s), driveways, sidewalks, walls/fences, electrical systems, plumbing/sewers/septics or other structural components? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, for each repair, replacement or ongoing maintenance, explain: _____ | | | |
| 28. Any concealed hardwood floors? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If yes, which rooms? _____ | | | |
| What is the condition of the floors? _____ | | | |
| 29. Any insulation? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 30. Any vapor or moisture barrier(s) (i.e., plastic covering) in the sub area or any other location? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 31. Is water directed away from structure? (i.e., drainage system, splash blocks, or other method) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| If yes, please describe _____ | | | |
| 32. Any multiple dwelling units included in this sale? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If yes, number of units _____ Number of legal units _____ | | | |
| 33. Is a current 3R report available? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 34. Any Homeowner's insurance claims in the last 5 years? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 35. Any water-related insurance claims in the last 5 years? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

REPORTS, INSPECTIONS or ESTIMATES

1. Check applicable boxes, if any, of the following reports, inspections or repair estimates were made for you, previous owner(s) or prospective Buyer(s).

- | | | | | |
|---------------------------------------|---|--|---------------------------------------|---|
| <input type="checkbox"/> Pest Control | <input type="checkbox"/> Structural/Engineering | <input checked="" type="checkbox"/> House Inspection | <input type="checkbox"/> Roof | <input type="checkbox"/> Pool/Spa |
| <input type="checkbox"/> Well | <input type="checkbox"/> Septic | <input type="checkbox"/> Plumbing | <input type="checkbox"/> Heating | <input type="checkbox"/> Air Conditioning |
| <input type="checkbox"/> Survey | <input type="checkbox"/> Soils/Drainage | <input type="checkbox"/> Geologic | <input type="checkbox"/> Energy Audit | <input checked="" type="checkbox"/> Environmental Hazards |
| <input type="checkbox"/> Plans | <input type="checkbox"/> Building Permits | <input type="checkbox"/> Berkeley RECO Compliance | | |

Please describe all checked boxes by type and approximate date(s) and indicate if copies are available.

Type of Report	Inspector	Date	Available
<u>Natural & Environmental Hazard Report</u>	<u>TERRACHEK</u>	<u>6/18/2003</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>Home Inspection</u>	<u>World Inspection Network</u>	<u>9/10/03</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

Seller's Initials (BW) (____) / Buyer's Initials (____) (____)

**SELLER'S SUPPLEMENT TO
REAL ESTATE TRANSFER DISCLOSURE STATEMENT**

Property Address 377 Palm Avenue #109, Oakland, CA 94610

2. Are you aware of any reports or inspections that pertain to any neighborhood properties or conditions which may materially affect the value or desirability of the subject property? Yes No
If yes, explain: _____

(NOTE: IT IS RECOMMENDED THAT BUYER OBTAIN A COPY OF ALL EXISTING REPORTS, INSPECTIONS OR REPAIR ESTIMATES.)

OWNERSHIP

- | | Yes | No | Don't Know |
|---|--------------------------|-------------------------------------|--------------------------|
| 1. Are you (Seller) a licensed real estate salesperson/broker? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Is the sale of this property subject to court confirmation (i.e., probate sale)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Are you involved in any pending or contemplated bankruptcy procedures? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Are there any loans secured by the property where Notice(s) of Default have been or may be recorded? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Do you anticipate any liens or judgments against any title holder of the property including but not limited to Internal Revenue Service tax liens, etc.? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Any unrecorded Easements, Liens or Deeds of Trust? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS YES, EXPLAIN:
(attach additional sheets if necessary) _____

• Have all persons on title signed the listing agreement? Yes No

SUPPLEMENTAL INFORMATION: In addition to the disclosure statements made herein, the following facts are known or suspected, which may materially affect the value or desirability of the subject property, now or in the future, including ongoing maintenance and repairs as well as any defects in the home that required significant repairs:

I ACKNOWLEDGE RECEIPT OF A COPY OF "THE HOMEOWNER'S GUIDE TO EARTHQUAKE SAFETY"

BUYER(S) HAS READ AND UNDERSTANDS ALL THREE PAGES OF THIS SELLER'S SUPPLEMENT TO THE REAL ESTATE TRANSFER DISCLOSURE STATEMENT AND AGENT'S DISCLOSURE REGARDING ENVIRONMENTAL HAZARDS.

Seller's Initials (BU) / Buyer's Initials () ()

**SELLER'S SUPPLEMENT TO
REAL ESTATE TRANSFER DISCLOSURE STATEMENT**

Property Address 377 Palm Avenue #102, Oakland, CA 94610

RESIDENTIAL SEISMIC SAFETY (GOVERNMENT CODE SECTION 8897 et seq.)

This Earthquake Disclosure is per the California Association of Realtors "Combined Hazards Book", 2005 Edition.

Answer the questions below to the best of your knowledge. If you do not have actual knowledge as to whether the weakness exists, answer "Don't Know". If your home does not have the feature, answer "Doesn't Apply." The page numbers in the right-hand column indicate where you can find information on each of these features in the "Combined Hazards Book". This earthquake disclosure is made in addition to the standard real estate transfer disclosure statement, also required by law.

	Yes	No	Doesn't Apply	Don't Know	See Page
1. Is the water heater braced, strapped, or anchored to resist falling during an earthquake?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	12
2. Is the house anchored or bolted to the foundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	14
3. If the house has cripple walls:					
• Are the exterior cripple walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16
• If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	18
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	20
5. If the house is built on a hillside:					
• Are the exterior tall foundation walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	22
• Were the tall posts or columns either built to resist earthquakes or have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	22
6. If the exterior walls of the house, or part of them, are made of unreinforced masonry, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	24
7. If the house has a living area over the garage, was the wall around the garage door opening either built to resist earthquakes or has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	26
8. Is the house outside an Alquist-Priolo Earthquake Fault Zone (zones immediately surrounding known earthquake faults)?					To be reported on the 36
9. Is the house outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or land sliding)?					Natural Hazard Disclosure Report 36

If any of the questions are answered "No", the house is likely to have an earthquake weakness. Questions answered "Don't Know" may indicate a need for further evaluation. If you have corrected one or more of these weaknesses, describe the work below or on a separate page.

SELLER CERTIFIES THAT THE INFORMATION HEREIN IS TRUE AND CORRECT TO THE BEST OF THE SELLER'S KNOWLEDGE. AS SELLER OF THE PROPERTY DESCRIBED HEREIN, I HAVE ANSWERED THE QUESTIONS ABOVE TO THE BEST OF MY KNOWLEDGE IN AN EFFORT TO DISCLOSE FULLY ANY POTENTIAL EARTHQUAKE WEAKNESSES IT MAY HAVE.

Bruce Williams 4/19/06
Seller Date

Seller Date

I ACKNOWLEDGE RECEIPT OF THIS FORM, COMPLETED AND SIGNED BY SELLER. I UNDERSTAND THAT IF THE SELLER HAS ANSWERED "NO" TO ONE OR MORE QUESTIONS, OR IF SELLER HAS INDICATED A LACK OF KNOWLEDGE, THERE MAY BE ONE OR MORE EARTHQUAKE WEAKNESSES IN THIS HOUSE.

Buyer Date

Buyer Date

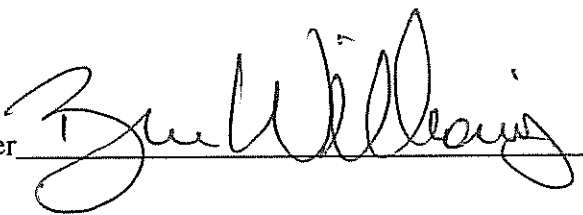
Addendum to Seller's Supplemental Real Estate Transfer Disclosure Statement

Re: item # 27: Flooring: removal of all existing Pergo and installed new laminate and matching base board.

Drywall: patch four damaged areas, including textured finish

Re: item #34: yes, one and only claim involving unit 102 was in 2005. Leaking from unit above caused damage to unit 102 and repairs were paid for by Liberty Mutual Insurance Company, insurer of unit owner above me.

Re: item #35: claim described above was the only water related claim.

Seller 

Date 4/20/06

Buyer _____

Date _____

Buyer _____

Date _____

HOLD HARMLESS AGREEMENT
PEST CONTROL

Dated: May 9, 2006_____ for property located at 377 Palm #102, by and between _____ as Buyer(s) and Benjamin Williams ,as Seller(s).

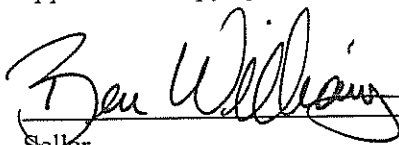
The undersigned buyers have agreed to assume full responsibility for Structural Pest Control Work (AKA: Termite Clearance) after close of escrow. Further, buyer acknowledges that they are aware that if the completion of the work is delayed, more damage could occur and therefore costs for repairs and clearance could exceed the quote by East Bay Structural, dated 4/24/2006 in the amount of (no amount given) no evidence of infestation found for section I and in the amount of no bid given for Section II. If buyers choose to have work completed by a general contractor other than a Structural Pest Control Company, further damage may be discovered and a general contractor most likely will **not assume responsibility for additional work** which may be covered by the Structural Pest Control Company making the original report, had they been contracted to complete the work.

The GRUBB Co. in no way recommends that a buyer accept responsibility for or close escrow when a Pest Control report contains a recommendation for a further inspection under Section III that has not been fully investigated.

Further, in order to obtain a notice of work completed / Pest Control Certification ("clearance"), a pest control company will have to be employed to inspect and "clear" the property and will charge an inspection fee of approximately \$150-\$225 and will note in said written "clearance" that work was done by "others" and they "**do not guarantee said work**". Also, there is no guarantee that they will "clear" the work. There is always the chance that the work done by "others" was not performed correctly (in accordance with pest control standards).

For these reasons, The GRUBB Co. recommends that any pest control repairs be completed by a reputable pest control company. Buyer acknowledges the risks of having work done by "others" and holds the sellers, The GRUBB Co. and the selling broker (if applicable) harmless and relieves them of any liability relating to the completion of pest control work.

The undersigned has read and approved and received a copy hereof, and has read received and approved a copy of Structural Pest Control Report noted above:

 5/10/06
Seller Date

Buyer Date

Seller Date

Buyer Date

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

BUILDING NO. 377	STREET, CITY, STATE, ZIP PALM AVENUE #102, OAKLAND CA 94610	Date of Inspection 4/24/2006	No. of Pages 5
---------------------	--	---------------------------------	-------------------

EAST BAY STRUCTURAL & TERMITE COMPANY
 1096 Yerba Buena Avenue, Emeryville, CA 94608
 Ph: (510) 652-4712 (510) 652-4790 Fax

Firm Registration No. PR 4263	Report No. 60715	Escrow No.
Ordered By: THE GRUBB CO. 3070 CLAREMONT AVENUE BERKELEY, CA 94705 Attn: HELENE BARKIN	Property Owner/Party of Interest C/O AGENT	Report Sent To:

COMPLETE REPORT
 LIMITED REPORT
 SUPPLEMENTAL REPORT
 REINSPECTION REPORT

General Description: CONDOMINIUM, VACANT	Inspection Tag Posted: UNDER KITCHEN SINK
	Other Inspection Tags: NONE NOTED

An inspection has been made to the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.

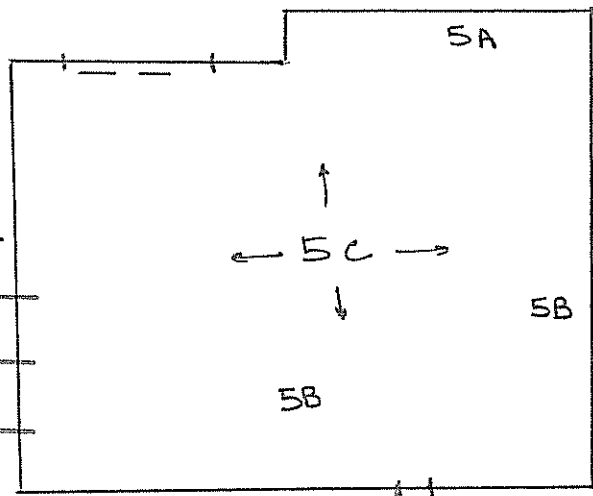
Subterranean Termites
 Drywood Termites
 Fungus/Dryrot
 Other Findings
 Further Inspection

If any of above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.

RECEIVED AND READ
 NUMBER OF PAGES 5

NAME _____ DATE _____

NAME _____ DATE _____



Inspected by OZIEL "UZI" COHEN License No. OPR9077 Signature

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 1418 Howe Ave., Ste. 18, Sacramento, California 95825-3204.
 NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control board at (916) 561-8708, or (800) 737-8188 or www.pestboard.ca.gov.

377

PALM AVENUE #102, OAKLAND CA 94610

4/24/2006

60715

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

A. Certain areas are recognized by the industry as inaccessible and/or for other reasons not inspected. These include but are not limited to: inaccessible and/or insulated attics or portions thereof, attics with less than 18" clear crawl space, the interior of hollow walls; spaces between a floor or porch deck and the ceiling below; area where there is no access without defacing or tearing out lumber, masonry or finished work; areas behind stoves, refrigerators or beneath floor coverings, furnishings; areas where encumbrances and storage, conditions or locks make inspection impractical, portions of the subarea concealed or made inaccessible by ducting or insulation, area beneath wood floors over concrete, and areas concealed by heavy

vegetation. Areas or timbers around eaves were visually inspected from ground level only. Although we make visual examinations, we do not deface or probe window/door frames or decorative trims. Unless otherwise specified in this report, we do not inspect fences, sheds, dog houses, detached patios, detached wood decks, wood retaining walls or wood walkways. We assume no responsibility for work done by anyone else, for damage to structure or contents during our inspection, or for infestation, infection, adverse conditions or damage undetected due to inaccessibility or non-disclosure by owner/agent/tenant.

B. Slab floor construction has become more prevalent in recent years. Floor covering may conceal cracks in the slab that will allow infestation to enter. Infestations in the walls may be concealed by plaster so that a diligent inspection may not disclose the true condition. These areas are not practical to inspect because of health hazards, damage to the structure; or inconvenience. They were not inspected unless described in this report. We recommend further inspection if there is any question about the above noted areas. Ref: Structural Pest Control Act, Article 6, Section 8516(b), paragraph 1990(i). Amended effective March 1, 1974. Inspection is limited to disclosure of wood destroying pests or organisms as set forth in the Structural Pest Control Act, Article 6, Section 8516(b), Paragraph 1990-1991.

C. A re-inspection will be performed, if requested within four (4) months from date of original inspection, on any corrective work that we are regularly in the business of performing. If CERTIFICATION is required, then any work performed by others must be CERTIFIED by them. There is a re-inspection fee.

D. EAST BAY STRUCTURAL & TERMITE CO. will reinspect, BUT NOT APPROVE, work performed by others. Although our company will reinspect work performed by others, we will offer no guarantees as to the quality of workmanship or of material used, even if the work is acceptable. If any guarantees or warranties are required or desired for work performed by others, we advise that you obtain same from the contractor or person that has performed the work, prior to close of escrow.

E. This report includes findings related to the presence/non-presence of wood destroying organisms and/or visible signs of leaks in the accessible portions of the roof. The inspector did not go onto the roof surface due to possible physical damage to the roof, or personal injury. No opinion is rendered nor guarantee implied concerning the water-tight integrity of the roof or the condition of the roof and roofing materials. If interested parties desire further information on the condition of the roof, we recommend that they engage the services of a licensed roofing contractor.

F. Second story stall showers are inspected but not water tested unless there is evidence of leaks in ceiling below. Ref: Structural Pest Control Rules and Regulations, Sec. 8516G. Sunken or below grade showers or tubs are not water tested due to their construction.

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

H. During the process of treatment or replacement it may be necessary to drill holes through tiles or other floor coverings; These holes will then be sealed with concrete. We will exercise due care but assume no responsibility for cracks, chipping or other damage to floor coverings. We do not re-lay carpeting.

I. We assume no responsibility for damage to any Plumbing, Gas or Electrical lines, etc., in the process of pressure treatment of concrete slabs or replacement of concrete or structural timbers.

J. Your termite report and clearance will cover EXISTING infestation or infection which is outlined in this report. If Owner of property desires coverage of any new infestation it would be advisable to obtain a Control Service Policy which would cover

377	PALM AVENUE #102, OAKLAND CA 94610	4/24/2006	60715
BUILDING NO.	STREET, CITY, STATE, ZIP	INSPECTION DATE	REPORT NO.

any new infestation for the coming year.

K. I agree to pay reasonable attorney's fees if suit is required by this COMPANY to enforce any terms of this contract, together with the costs of such action, whether or not suit proceeds to judgement.

L. The total amount of this contract is due and payable upon completion of work unless otherwise specified. A finance charge computed at a Monthly rate of 1.5% of the unpaid balance (annual percentage rate of 18%) will be added to all accounts past due.

M. If this report is used for escrow purposes then it is agreed that this inspection report and Completion, if any, is part of the ESCROW TRANSACTION. However, if you received written or verbal instructions from any interested parties involved in this escrow (agents, principals, etc.) to not pay our invoice at close of escrow, you are instructed by us not to use these documents to satisfy any conditions or terms of your escrow for purposes of closing the escrow. Further, you are instructed to return all of our documents and the most current mailing address you have on file for the property owner.

N. Owner/agent/tenant acknowledges and agrees that inspection of the premises will not include any type of inspection for the presence or non-presence of asbestos or lead and that this report will not include any findings or opinions regarding the presence or non-presence of asbestos or lead in, upon or about the premises, we recommend that you contact a contractor specifically licensed to engage in asbestos or lead related work. Further, should we discover the presence of asbestos or lead during our inspection of the premises or should our inspection of the premises cause a release of asbestos or lead dust or particles, owner/agent/tenant shall be solely responsible for the cleanup, removal and disposal of the asbestos or lead and the cost thereof. Owner/agent/tenant hereby agrees to waive any and all claims against this Company which are in any way related to the presence of asbestos or lead on the premises and further agrees to indemnify and hold this company harmless from any and all claims of any nature asserted by any third party, including this Company's employees, which is in any way related to the presence of asbestos or lead on the premises.

O. During the course of repairs, if damage is found to extend further than outlined below, this estimate includes repairs of the area. Should others perform repairs as outlined in this report, they should also assume responsibility for any additional damage that is uncovered during the course of said repairs.

377

PALM AVENUE #102, OAKLAND CA 94610

4/24/2006

60715

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

THIS EXPLAINS THE SCOPE AND LIMITATIONS OF A STRUCTURAL PEST CONTROL INSPECTION. THIS IS A WOOD DESTROYING PEST AND ORGANISMS INSPECTION REPORT. THIS INSPECTION IS PERFORMED AND CONTAINS INFORMATION AS GOVERNED BY THE STRUCTURAL PEST CONTROL ACT, ITS RULES AND REGULATIONS. THIS INSPECTION IS OF EVIDENCE OF INFESTATIONS OR INFECTIONS OF THE VISIBLE AND ACCESSIBLE AREAS ON THE DAY OF INSPECTION. STRUCTURES HAVE INACCESSIBLE AREAS. IF PERSONAL BELONGINGS, FURNITURE OR FLOORCOVERING ARE REMOVED, OR EXTERIOR WALL COVERINGS REMOVED AND AN INFESTATION OR INFECTION OR DAMAGED WOOD IS FOUND AT THAT TIME, A SUPPLEMENTAL REPORT WILL BE WRITTEN ON THE FINDINGS AND RECOMMENDATIONS AND COST TO REPAIR THOSE AREAS. THIS PROPERTY WAS NOT INSPECTED FOR THE PRESENCE OR ABSENCE OF HEALTH RELATED MOLDS AND FUNGI. BY CALIFORNIA LAW, WE ARE NEITHER QUALIFIED, AUTHORIZED, NOR LICENSED TO INSPECT FOR HEALTH RELATED MOLDS OR FUNGI. IF YOU DESIRE INFORMATION ABOUT THE PRESENCE OR ABSENCE OF HEALTH RELATED MOLDS, YOU SHOULD CONTACT AN INDUSTRIAL HYGIENIST.

THIS IS A SEPARATED REPORT. IT IS DEFINED AS SECTION 1 & SECTION 2 CONDITIONS EVIDENT ON THE DATE OF INSPECTION.

SECTION 1 CONTAINS ITEMS WHERE THERE IS EVIDENCE OF ACTIVE INFESTATION, INFECTION OR CONDITIONS THAT HAVE RESULTED IN OR FROM INFESTATION OR INFECTION.

SECTION 2 ITEMS ARE CONDITIONS DEEMED LIKELY TO LEAD TO INFESTATION OR INFECTION, BUT WHERE NO VISIBLE EVIDENCE OF SUCH WAS FOUND. FURTHER INSPECTION ITEMS ARE DEFINED AS

RECOMMENDATIONS TO INSPECT AREAS WHICH DURING THE ORIGINAL INSPECTION, DID NOT ALLOW THE INSPECTOR ACCESS TO COMPLETE THE INSPECTION AND CANNOT BE DEFINED AS SECTION 1 OR SECTION 2.

AREAS NOT INSPECTED PLEASE READ: This inspection is limited to the interior of a condominium unit. We recommend further inspection for the remainder of the structure. Some of the interior areas are inaccessible for inspection. These include the areas inside finished walls and ceilings and areas under floor coverings. Inspection of these areas is not practical. Our inspection does not include inspection of the electrical, plumbing, heating, roof covering or mechanical systems in the structure. Our inspection will not detect building code violations. If any information is desired about any of these areas, a company who makes home inspections should be engaged. It is possible for wood destroying organisms, infestation and infections to be concealed and not evident at the time of our inspection.

AS REQUIRED BY THE PEST CONTROL BOARD, WE DO RECOMMEND FURTHER INSPECTION FOR THE REMAINDER OF THE STRUCTURE. FURTHER INSPECTION ITEM

5. INTERIOR--STALL SHOWER-ATTIC:

ITEM 5A There is indication of damage at the sheetrock of the window casings in the bedroom. This is probably a result of condensation. It is a normal condition because of the metal windows.

RECOMMENDATION: Maintenance of the area is recommended.

***** This is a Section 2 Item *****

377	PALM AVENUE #102, OAKLAND CA 94610	4/24/2006	60715
BUILDING NO.	STREET, CITY, STATE, ZIP	INSPECTION DATE	REPORT NO.

5. INTERIOR--STALL SHOWER-ATTIC:

ITEM 5B There is water damage to the shelf under the kitchen sink and to the shelf under the bathroom sink. No fungus or decay was noted to warrant any removal and replacement at this time.

RECOMMENDATION: Owner to maintain the areas underneath the sinks dry as much as possible to prevent damage to wood.

***** This is a Section 2 Item *****

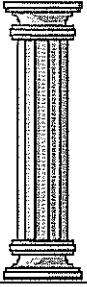
ITEM 5C The interior of the condo was inspected. No infestation or infection was noted.

***** Information Item *****

GENERAL NOTES

The owner is advised to keep all tub backs, floor coverings and sink countertops well sealed to preclude the entrance of moisture onto unprotected wood.

THIS IS TO CERTIFY THAT THE ABOVE PROPERTY WAS INSPECTED ON 4/24/06, INACCORDANCE WITH THE STRUCTURAL PEST CONTROL ACT AND RULES AND REGULATIONS ADOPTED THERETO, AND THAT NO EVIDENCE OF INFESTATION OR INFECTION WAS FOUND AT THE VISIBLE AND ACCESSIBLE AREAS.



East Bay Structural & Termite Company
 1096 Yerba Buena Avenue
 Emeryville CA 94608

License #: PR4263

CONTRACT INVOICE

Invoice#: 60715
 Invoice Date: 04/25/2006
 Due Date: 04/25/2006
 Job #: 92006

TO: The Grubb Co./Helene Barkin
 3070 Claremont Avenue
 Berkeley CA 94705

PROJECT: Termite Insp. 2006
 377 Palm Avenue # 102
 Oakland CA 94610

Description	Amount
Palm 377	150.00

PAID
4-25-06
 Ch. 2773

Non-taxable Amount:	150.00
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due:	150.00

Please Pay This Amount

\$150.00

Please make check payable to East Bay Structural & Termite Company
 Thank You for your prompt payment!

PROPERTY TAX DISCLOSURE REPORT FOR:

Property Address: 377 PALM AVE

Table Of Contents

Notice of Special Tax and Assessment <i>Pursuant to Section 1102.6b of the California Civil Code</i>	2
Notice of Special Tax and Assessment Signature Page	3
Notice of Supplemental Property Tax Bill <i>Pursuant to Section 1102.6c of the California Civil Code</i>	4
Tax Bill General Breakdown	5
Description of Property Tax Charges	6
Terms, Conditions and Limitations	8

NOTE

This report is void and not guaranteed if it has not been paid for within 30 days after the close of escrow.

In preparing this report, California Tax Data has relied upon the statutes identified and has reviewed the records referred to in each determination. These are available to the public as Government Records to make the determinations if and to what extent each special tax and assessment statute applies to the subject property. Receipt or use of this report by recipient or any other third party constitutes acceptance of the terms and conditions detailed at the end of this document. Please read these terms and conditions carefully. This report is not a warranty or a policy of insurance. This report is prepared by California Tax Data to comply with certain California laws relating to the disclosure of a continuing lien securing the levy of special taxes pursuant to the Mello-Roos Community Facilities Act (Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code) or to a fixed lien assessment collected in installments to secure bonds issued pursuant to the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500) of the Streets and Highways Code) in connection with the sale of real property in California.

NOTICE OF SPECIAL TAX AND ASSESSMENT

TO: THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY KNOWN AS:

Assessor's Parcel Number: 010 -0786-036-00
Property Address or Legal Description: 377 PALM AVE
Report Date: 4/25/2006

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

1. MELLO-ROOS COMMUNITY FACILITIES DISTRICTS

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

Properties located within a Mello-Roos Community Facilities District are subject to a special tax, which is in addition to the regular property taxes and any other charges and benefit assessments that will be listed on the property tax bill. This special tax may not be imposed on all parcels within the city or county where the property is located. The special tax is used to provide public facilities or services that are likely to particularly benefit the property.

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

2. 1915 BOND ACT ASSESSMENT DISTRICTS

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

Properties within a 1915 Bond Act assessment district are subject to annual assessment installments (a Mello-Roos Community Facilities District special tax and the 1915 Bond Act Assessment District annual assessment installments are hereinafter collectively referred to as "Special Liens"), which are in addition to the regular property taxes and any other charges and benefit assessments that will be listed on the property tax bill. The assessment district issues bonds to finance the acquisition or construction of certain public improvements that are of direct and special benefit to property within the assessment district. The bonds will be repaid from annual assessment installments on property within the assessment district. The special assessment is used to provide public facilities that are likely to particularly benefit the property.

THIS PROPERTY IS NOT SUBJECT TO IMPROVEMENT BOND ACT OF 1915 SPECIAL ASSESSMENT LIEN(S).

MELLO-ROOS COMMUNITY FACILITIES DISTRICT SPECIAL TAXES AND THE 1915 BOND ACT ASSESSMENT DISTRICT ANNUAL ASSESSMENT INSTALLMENTS ARE HEREINAFTER COLLECTIVELY REFERRED TO AS "SPECIAL LIENS." IF SPECIAL LIENS DESCRIBED ABOVE ARE NOT PAID WHEN DUE, FORECLOSURE PROCEEDINGS MAY BE INITIATED AT ANY TIME, AFTER PROPERTY TAXES BECOME DELINQUENT. YOUR PROPERTY MAY BE SOLD FOR THE DELINQUENT AMOUNTS, EARLIER THAN WITH REGULAR PROPERTY TAXES.

NOTICE OF SPECIAL TAX AND ASSESSMENT (continued)

TO: THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY KNOWN AS:

Assessor's Parcel Number: 010 -0786-036-00
Property Address or Legal Description: 377 PALM AVE
Report Date: 4/25/2006

THE INFORMATION PROVIDED IN THIS REPORT WAS PREPARED BY NATIONAL TAX DATA, INC. dba CALIFORNIA TAX DATA ("CTD") AND IS SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN. THE PURPOSE OF THIS REPORT IS TO ASSIST THE SELLER IN FULFILLING HIS OR HER LEGAL DISCLOSURE REQUIREMENT PURSUANT TO CALIFORNIA CIVIL CODE § 1102.6B. THIS REPORT WAS COMPILED USING INFORMATION OBTAINED FROM THE COUNTY, VARIOUS GOVERNMENTAL AGENCIES AND THIRD PARTIES. CTD IS NOT RESPONSIBLE FOR ANY INACCURACIES OR OMISSION IN THE PUBLIC RECORDS OF THE COUNTY, VARIOUS GOVERNMENTAL AGENCIES OR FOR INFORMATION PROVIDED BY THIRD PARTIES. THIS REPORT IS NOT A SUBSTITUTE FOR A TITLE REPORT OR TITLE INSURANCE AND MAY NOT BE RELIED UPON AS SUCH.

BUYER'S CONFIRMATION OF RECEIPT:

I (WE) ACKNOWLEDGE THAT I (WE) HAVE RECEIVED A COPY OF THIS NOTICE.

Date: _____ Transferee's Signature (Buyer): _____

Date: _____ Transferee's Signature (Buyer): _____

NOTICE OF SUPPLEMENTAL PROPERTY TAX BILL

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

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

The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector.

If you have any question concerning this matter, please call your local Tax Collector's Office.

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

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

For a complete explanation and estimation of the supplemental tax bills affecting this parcel you can go to www.californiataxdata.com and order a complete Notice of Supplemental Tax Report.

BREAKDOWN OF THE 2005-2006 PROPERTY TAX BILL

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

Basic Prop 13 Levy

1. All Ad Valorem Taxes	Prop 13	\$2,915.10
County of Alameda (510) 272-6564	General Service	

Voter Approved Ad Valorem Taxes

Basic Prop 13 Levy & Voter Approved Ad Valorem Taxes:	\$2,915.10
Estimated Tax Rate:	1.323%

Direct Assessments

2. School Measure E	School District Special Tax	\$195.00
Oakland Unified School District (510) 879-8186	Education	
3. Violence Prevention Tax	Miscellaneous Levy	\$88.00
City of Oakland (510) 238-4758	Violence Prevention	
4. Landscape & Lighting District	Landscaping & Lighting Maintenance	\$76.98
City of Oakland (510) 238-7472	District	
	Landscape & Lighting	
5. Library Service Retention Measure O	Library Services Assessment	\$75.90
City of Oakland (510) 238-7472	Library	
6. Wet Weather Facilities Charges	Fee/Charge	\$58.80
East Bay Municipal Utilities District (510) 287-1620	Facilities Charge	
7. Alameda-Contra Costa Parcel Tax	2/3 Voter Approved Special Tax	\$48.00
Alameda-Contra Costa Transit District (510) 891-4753	Transportation	
8. County Service Area E.m. 1983-1 (Paramedic)	County Service Area	\$24.96
County of Alameda (510) 628-5070	Emergency Medical	
9. E.B.R.P.D. Park Safety/Maint	Landscaping & Lighting District - Park	\$12.00
East Bay Regional Park District (510) 635-0135	Maintenance	
	Park	
10. Medical Response	Paramedics Services Assessment	\$10.76
City of Oakland (510) 238-7472	Emergency Medical	
11. County Service Area 1991-1 (Lead Abatement)	County Service Area	\$10.00
County of Alameda (510) 567-8280	County Services	
12. Paramedic Supplement	Paramedics Services Assessment	\$8.58
City of Oakland (510) 238-7472	Emergency Medical	
13. County Service Area V.c. 1984-1 (Vector Control)	County Service Area	\$7.20
County of Alameda (510) 567-6800	Vector Control	
14. Landscape & Lighting District (East Bay Trails)	Landscaping & Lighting Maintenance	\$5.44
East Bay Regional Park District (510) 635-0135	District	
	Landscape & Lighting	
15. Mosquito Abatement District Special Tax	Vector Control District	\$1.74
Alameda County Mosquito Abatement District (510) 783-7744	Vector Control	
16. Flood Control Benefit Assessment	Flood Control/Storm Drainage Assessment	\$1.00
County of Alameda (510) 670-5518	Flood Control	

Total Direct Assessment Charges: \$624.36

Total 2005-2006 Amount: \$3,539.46

DESCRIPTION OF PROPERTY TAX CHARGES

Ad Valorem Tax

An Ad Valorem Tax is a tax levied on a parcel that is calculated based on the assessed value of the parcel. Ad valorem taxes may include those taxes that were approved by voters before that passage of Proposition 13 in 1978, General Obligation Bonds or Special Taxes that are based on assessed value as opposed to some other method. Taxes that were established before 1978 may be used for various services and improvements and may or may not be associated with public indebtedness (the issuance of municipal bonds). A General Obligation Bond is a municipal bond that may be issued by a city, county or school district in order to finance the acquisition and construction of public capital facilities and real property. Equipment purchases and the cost of operation and maintenance cannot be financed with a General Obligation Bond. Special Taxes are created pursuant to various California Code Sections and require 2/3 majority approval of the qualified voters for approval. A special tax is may be formed by a local government (a city, county, special district, etc...) in order to finance specific facilities and/or services and cannot be used for general purposes.

School District Special Tax

A Special Tax for schools is created pursuant to the Government Code Section 50079-50079.5. upon 2/3 majority approval of the qualified voters. A municipal bond may be issued in order to finance public school facilities. The debt is paid over time from the levy of the special tax. The levy of the special tax may also be used to directly finance facilities and/or services.

Miscellaneous Levy

Information on this levy is unavailable or the charge is extremely limited in respect to the number of parcels it is applicable to. If this charge appears on your tax bill please contact us and we will assist you in researching this special charge.

Library Services Assessment

A library services assessment is a general category of direct property tax charges that may be levied pursuant to various California legal Codes. The assessment pays for library services available to the residents of the area affected by the assessment.

Fee/Charge

A Fee or Charge is created pursuant to various California Code Sections that is a voluntary charge imposed on an individual. State law requires that a fee cannot exceed the estimated reasonable cost of providing a service or facility, or else it is considered a special tax. Many special districts, such as those that provide water or electricity, impose fees or charges. Fees usually show up on utility bills, although some fees or charges are collected annually as a separate line item on the County property tax bills for each of the parcels within the district.

2/3 Voter Approved Special Tax

A Special Tax is created pursuant to the Government Code Section 50075 et. Seq. upon 2/3 majority approval of the qualified voters. A municipal bond may be issued in order to finance public facilities and/or services. The debt is paid over time from the levy of the special tax. The levy of the special tax may also be used to directly finance facilities and/or services.

County Service Area

A County Service Area, known as a CSA, is a multi-purpose special district created pursuant to Government Code Section 25210.1 et seq. upon majority approval of the qualified voters during an election procedure. A CSA may include all or part of the unincorporated area of a county that provides wide variety of facilities and services within the CSA. A CSA is used to identify areas that desire a higher level of specific services than those already provided within the entire county. A CSA must provide special benefit to the properties within the CSA in order to levy special assessments and/or fees/charges may provide general benefit and/or special benefit to the properties within the CSA in order to levy special taxes and/or ad valorem taxes. A Community Services District will include the ability to issue municipal bonds to finance facilities. The debt is paid over time from the levy of the assessments.

Landscaping & Lighting District - Park Maintenance

A 1972 Act Landscaping and Lighting District is a special assessment district created pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code Section 22500 et seq.) upon majority approval of the property owners during an assessment balloting procedure. A 1972 Act Landscaping and Lighting District may be formed by a local government (a city, county, special district, etc...) in order to finance certain services that benefit the properties within the district. A 1972 Act Landscaping and Lighting District must provide special benefit to the properties within the district in order to levy special assessments. A 1972 Act Landscaping and Lighting District will include the ability to issue municipal bonds to finance improvements pursuant to the Improvement Bond Act of 1915 (Streets and Highways Code Section 8500 et seq.) however this is not common.

Paramedics Services Assessment

A Paramedics Services Assessment is a special assessment created upon majority approval of voters. A Paramedic Services Assessment may be levied or bonds issued by a local government (a city, county, special district, etc...) in order to finance certain services that benefit the citizens within the district.

Vector Control District

A Vector Control District is a special assessment district created pursuant to the Health and Safety Code Section 2270 et seq., in order to collect costs of a local government (a city, county, special district, etc...) related to vector control. One-time abatements include a notice to the property owner prior to abatement followed by a public hearing. Upon abatement, if the amount owing remains delinquent, a recorded lien is placed on the parcel for the abatement amount, which may include a surcharge that is usually 10% of the amount or is an administrative charge based on actual administrative costs. Ongoing abatements are established upon majority approval of the property owners during an assessment balloting procedure.

Flood Control/Storm Drainage Assessment

A Flood Control/Storm Drainage Assessment is a special assessment created pursuant to the Health and Safety Code Section 5470 et seq. upon majority approval of the property owners during an assessment balloting procedure. A Flood Control/Storm Drain Assessment may be created by a local government (a city, county, special district, etc...) in order to finance flood control/storm drainage facilities and services. A Flood Control/Storm Drain Assessment must provide special benefit to the properties within the service area in order to be levied.

Terms, Conditions and Limitations

This report and the determinations made herein were prepared by California Tax Data, Inc. ("CTD"). Only the buyer (and his/her agent) and the seller (and his/her agent) may use or rely on this report. The determinations made in this report are time-sensitive. Therefore, the information in this report may be considered accurate only as of the date shown herein. Governmental actions occurring after the date of this report are not disclosed, and CTD is under no duty to update this report when or if new tax information is released or becomes available. The sole purposes of this report are to (a) make preliminary determinations regarding whether current secured tax rolls contain Mello-Roos Community Facilities District Special Taxes or 1915 Bond Act Special Assessments against the subject property, and (b) assist the seller in fulfilling his/her duty to comply with California Civil Code §1102.6b. This report is not a substitute for a title report or title insurance and may not be relied upon as such.

This report is for the exclusive benefit and reliance of the specific buyer and specific seller mentioned herein and there shall be no third party beneficiaries. This report may not be used in any subsequent transaction affecting the subject property. This report is void and not guaranteed if it has not been paid for within 30 days after the close of escrow.

This Report addresses special tax assessment matters only. It does not address matters related to (a) title or title defects, (b) earthquake zones, flood zones, fire zones or other natural hazard zones, (c) survey or geologic issues, (d) land use or zoning, (e) the California Subdivided Lands Act or the Subdivision Map Act, (f) compliance with other federal, state or local laws, ordinances or restrictions that may apply to the property, such as the Americans with Disabilities Act and building codes, (g) restrictions affecting the use, occupancy or development of the property imposed by any state, local or federal governmental agency, including without limitation, flood control districts, the California Coastal Commission, joint power districts, water districts, agencies or school districts, (h) any permits of any nature that may be required for the current or anticipated future use of the property, or (i) any other legal concerns that might affect the property.

CTD has prepared this report solely based upon records and information provided by various governmental and private agencies. CTD has assumed that these records and information are accurate and complete, and CTD has not conducted any independent verification of their accuracy or completeness. CTD hereby disclaims all liability and shall not be responsible for any inaccuracies or omissions in the public records or information supplied by the various governmental and private agencies supplying information to CTD.

In order to prepare this report, either the seller (or his/her agent) or the buyer (or his/her agent) supplied CTD with the Assessors Parcel Number ("APN") for the subject property. CTD has not verified the accuracy of the APN. This report was prepared based upon such APN, and CTD shall not be responsible or liable for any losses, liabilities or damages resulting from an incorrect APN.

BY ACCEPTING OR USING THIS REPORT, THE BUYER AND SELLER HEREBY AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS, AND LIMITATIONS OF LIABILITY STATED HEREIN.