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# SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

Seller

### SELLER: Newport Capital LLC

Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, 2 dwellings in a residential common interest community not subject to a public offering statement, condominiums not subject to a public 3 offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

## INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check 6 "NA." If the answer is "yes" to any asterisked (\*) item(s), please explain on attached sheets. Please refer to the line number(s) of 7 the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure 8 statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless 9 otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller. 10

## NOTICE TO THE BUYER

THE FOLL	OWING	DISCLO	SURES ARE	MADE BY THE	E SELLER ABOUT THE CONDITION	OF THE PROPERTY LOCATED A	Г 12
			3383 <b>#</b> 95	Hwy 25 N	, CITY	Northport	, 13
STATE	WA	, ZIP	99157	, COUNTY	Stevens	("THE PROPERTY") OR AS	5 14
LEGALLY	DESCR	IBED ON	THE ATTAC	HED EXHIBIT	Α.		15

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED 16 ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE 17 STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM 18 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT 19 BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE 20 SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND 21 PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT. 22

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE 23 LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF 24 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER. 25

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED 26 TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, 27 WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, 28 BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. 29 THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE 30 PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY 31 ADVICE, INSPECTION, DEFECTS OR WARRANTIES. 32

# Seller [ X ] is/ [ ] is not occupying the Property. 33

#### I. SELLER'S DISCLOSURES:

\*If you answer "Yes" to a question with an asterisk (\*), please explain your answer and attach documents, if available and not 35 otherwise publicly recorded. If necessary, use an attached sheet. 36

		YES	NO	DON'T	N/A	37
1.	TITLE			KNOW		38
	A. Do you have legal authority to sell the property? If no, please explain	[X]	[]	[]	[]	39
	*B. Is title to the property subject to any of the following?					40
	(1) First right of refusal	[]	[X]	[]	[]	41
	(2) Option	[]	[ x]	[]	[]	42
	(3) Lease or rental agreement	[]	[X]	[]	[]	43
	(4) Life estate?	[]	[ x ]	[]	[]	44
	*C. Are there any encroachments, boundary agreements, or boundary disputes?	[]	[X]	[]	[]	45
	*D. Is there a private road or easement agreement for access to the property?	[]	[ x]	[]	[]	46
	*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of					47
	the property?	[]	[ X ]	[]	[]	48
	*F. Are there any written agreements for joint maintenance of an easement or right-of-way?	[]	[]	[X]	[]	49
	*G. Is there any study, survey project, or notice that would adversely affect the property?	[]	[X]	[ ]	Î Î	50
	*H. Are there any pending or existing assessments against the property?	i i	[X]	i i	î î	51
	*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the					52
Initial	property that would affect future construction or remodeling?	[]	[X]	[]	[]	53
MS	3/31/2025   13:58 PUI = 3/31/2025   13:57 PUI					

Smith- 3383 Hwy

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# SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY (Continued)

			YE	S	NO	DON'T KNOW	N/A	54 55
	*J.	Is there a boundary survey for the property?	[	]	[]	[X]	[]	56
	*K.	Are there any covenants, conditions, or restrictions recorded against the property?	[	]	[X]	[]	[]	57
		<b>NOTICE TO BUYER:</b> Covenants or deed restrictions based on race, creed, sexual orientation, or other protected class were voided by RCW 49.60.224 and are unenforceable. Washington law allows for the illegal language to be struck by bringing an action in superior court or by the free recording of a restrictive covenant modification document. Many county auditor websites provide a short form with instructions on this process.						58 59 60 61 62
2.		TER						63
	Α.	Household Water						64
		<ul> <li>(1) If yes, the source of water for the property is: [ X] Private or publicly owned water system</li> <li>[ X ] Private well serving only the property * [ ] Other water system</li> <li>*If shared, are there any written agreements?</li></ul>	[x	:]	[]	[]	[]	65 66 67
		*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the						68
		water source?	-			[x]	[]	69
		*(3) Are there any problems or repairs needed?	[	]	[x]	[]	[]	70
		<ul> <li>(4) During your ownership, has the source provided an adequate year-round supply of potable water? .</li> <li>If no, please explain:</li> </ul>	-	-		[]	[]	71 72
		*(5) Are there any water treatment systems for the property? If yes, are they: [ ] Leasedx[ ] Owned	[>	(]	[]	[]	[]	73 74
		*(6) Are there any water rights for the property associated with its domestic water supply, such						75
		as a water right permit, certificate, or claim?	-	-		[x]	[]	76
		(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?.	-	-		[]	[X]	77
		*(b) If yes, has all or any portion of the water right not been used for five or more successive years?					[X]	78
		*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	l	1	IJ	[X]	[]	79
	B.	<ul> <li>Irrigation Water</li> <li>(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?</li> <li>*(a) If yes, has all or any portion of the water right not been used for five or more</li> </ul>	[	]	[x ]	[]	[]	80 81 82
		<ul> <li>*(b) If so, is the certificate available? (If yes, please attach a copy.)</li></ul>	-	-		[]	[x] [x]	83 84
		*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?.	-	-			$\begin{bmatrix} x \end{bmatrix}$	85
			-	-				86
		*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so, please identify the entity that supplies water to the property:	l	J	[X]	[]	[]	87 88 89
	C.	Outdoor Sprinkler System						90
		(1) Is there an outdoor sprinkler system for the property?	[	]	[X]	[]	[]	91
		*(2) If yes, are there any defects in the system?				[]	[X]	92
		*(3) If yes, is the sprinkler system connected to irrigation water?				[]	[x]	93
3.	SE\	NER/ON-SITE SEWAGE SYSTEM						
		The property is served by:						94 05
	7.	<ul> <li>[ ] Public sewer system [ X ] On-site sewage system (including pipes, tanks, drainfields, and all o</li> <li>[ ] Other disposal system</li> <li>Please describe:</li></ul>	the	r co	ompor	nent parts	)	95 96 97 98
	В.	If public sewer system service is available to the property, is the house connected to						99
		the sewer main?	[	]	[]	[]	[x]	99 10( 10 <sup>2</sup>
M. SFI	S	31/2025 ] 13:58 PDT						101

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# SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY (Continued)

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	*0					YE	ES	NO	DON		N/A	102
	۰Ċ.				charges in addition to those covered		,		KNO			103
	П	If the property is connected to ar			m maintenance service?	l	1	[X]	[		[]	104 105
	υ.	*(1) Was a permit issued for its of										105
		.,				г	1	r 1	[v]	I	r ı	100
		(2) When was it last pumped?	2024			L	1	LJ	[x]	I	LJ	107
				n-o	site sewage system?	r	1	[1]	ſ	I	۲ I	100
						L	1	[~]	[X	1 1	[]	110
		By whom:							17	1		111
		•	as the on-site sew	au	e system approved? bedrooms				[X	1	[]	112
	F	Are all plumbing fixtures, includi		•					17	1		113
	∟.					ſ	1	۲ I	[x]	I	۲ I	114
						L	1	1 ]	1.	I	1 ]	115
	*F				e sewage system?	r	1	[]	[	I	۲ I	116
		Is the on-site sewage system, in				L	1	IXI	L	I	1 ]	117
	0.		-			ſ	1	۲ I	[x]	I	۲ I	118
		If no, please explain:		•••		L	1	1 ]	LX	I	1 ]	119
	*Н	· · ·		ndı	maintenance services more frequently							120
						ſ	1	[x]	ſ	I	۲ I	121
NO		•			LOSURE IS BEING COMPLETED FO	•	- C					
					REQUIRED TO COMPLETE THE QUES							122 123
		TURAL) OR ITEM 5 (SYSTEMS				110				• • • •		124
			,									
4.			-+0				,					125
									l .			126
									l .		[x]	127
	۳С.				deling?				l .			128
									l .			129
	Р					-	-		l . r		[X]	130
	D.	If yes, year of original construction		•••		[X		[]]	L	I	[]	131
	*⊏			Eth	e property or its improvements?	г	1	[ 1 ]	r		r 1	132
					check applicable items and explain)	-	-		L.	1		133
	г.	-	• • • •		Exterior Walls	L	1	[~]	L	I	LJ	134
		• • • • •		•	] Fire Alarms							135
				-	] Patio							136
				-	] Driveways							137
				-	] Sauna							138
				•	] Fireplaces							139
			•	-	] Siding							140
			-	-	] Incline Elevators							141
			Wheelchair Lifts	-								142
	*G			-	] Other ne?	[]	/1	۲ I	ſ	I	۲ I	143 144
	0.	If yes, when and by whom was t				1/	1		L	I		
		in yes, when and by when was t		ipic								145
	Н.	During your ownership has the pro	perty had any woo	d de	estroying organism or pest infestation?	ſ	1	[v]	1	I	۲ I	146 147
	I.					-	-		г. Г	1	[]	147
	 J.					-	1	2 2	ſ		[X]	149
	•••	31/2025   13:58 PDT	• •							•	1	1-1-3
Initial		DS	3/31/2025	13	:57 PDT							
MS	_	15		_								
SEL	LER'	S INITIALS Date SELLER'S Produced with Lone Wol			) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lw	olf.co	<u>m</u>		Smit	1- 3383	3 Hwy	

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5.		STEMS AND FIXTURES	YES	NO	DON'T KNOW	N/A	150 151
	*A.	If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain:					152 153
		Electrical system, including wiring, switches, outlets, and service	[ ] [ ]	[X] [X]		[ ] [ ] [ ]	154 155 156
		Garbage disposal Appliances	[]	[X]		[X] []	157 158
		Sump pump				[X]	159 160
		Heating and cooling systems				[ ] [x]	160
		Other		I I		[X]	162
	*B.	Other				[···]	163 164
		Security System:	[]	[]	[]	[X]	165
		Tanks (type): propane	[x]	[ ]	i i	[]	166
		Satellite dish: Starrink negotiable		[]		[]	167
		Other:	[x]	[]	[]	[]	168
	*C.	Other: Not tub Are any of the following kinds of wood burning appliances present at the property?					169
		<ul> <li>(1) Woodstove?</li></ul>	[X]				170 171
		(2) Pilepiace insert?				[x] [X]	172
		(4) Fireplace?		I I		[X]	173
		If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental					174
	D.	Protection Agency as clean burning appliances to improve air quality and public health? Is the property located within a city, county, or district or within a department of natural				[]	175 176
	E.	resources fire protection zone that provides fire protection services?	[X]	[]	[]	[]	177 178
		must equip the residence with carbon monoxide alarms as required by the state building code.)	[]	[]	[X]	[]	179
	F.	Is the property equipped with smoke detection devices?	[x]	[]	[]	[]	180 181
		detection device, at least one must be provided by the seller.)					182
	G.	Does the property currently have internet service? Provider:starlink satellite	[X]	[]	[]	[]	183 184
6.	HO	MEOWNERS' ASSOCIATION/COMMON INTERESTS					185
	Α.		[]	[X]	[]	[]	186
		Name of Association and contact information for an officer, director, employee, or other authorized					187
		agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy,					188
	D	and other information that is not publicly available:Are there regular periodic assessments?	[1]	гı	г 1	r ı	189 190
	Б.	\$ 70 per [x] month [] year	[ ^ ]	[]]	[]	LJ	190
		[X] Other: \$70 covers water and road maintenance					192
		Are there any pending special assessments?	[]	[x]	[]	[]	193
	*D.	Are there any shared "common areas" or any joint maintenance agreements (facilities					194
		such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas					195
		co-owned in undivided interest with others)?	[]	[x]	[]	[]	196
7.		VIRONMENTAL					197
	*A.	Have there been any flooding, standing water, or drainage problems on the property					198
	*D	that affect the property or access to the property?					199 200
		Is there any material damage to the property from fire, wind, floods, beach movements,	[]]	[X]	LJ	LJ	200
	0.	earthquake, expansive soils, or landslides?	[]	[x]	[]	[]	202
	D.	Are there any shorelines, wetlands, floodplains, or critical areas on the property?			[]		203
		Are there any substances, materials, or products in or on the property that may be environmental					204
		concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical					205
		storage tanks, or contaminated soil or water?	[]	[]	[x]	[]	206
Init	"*F. "3/	Has the property been used for commercial or industrial purposes?	[]	[X]	[]	[]	207
M	5 - /	31/2025 + 13:58  PDT $3/31/2025 + 13:57  PDT$					

SELLER'S INITIALS Date SELLER'S INITIALS

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Date

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# SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY (Continued)

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			Y	ES	N	0	DO KN	N'T OW	N/A	208 209
	*G.	Is there any soil or groundwater contamination?	[	]	[	X]	[	]	[]	210
	*H.	Are there transmission poles or other electrical utility equipment installed, maintained, or								211
		buried on the property that do not provide utility service to the structures on the property?	[	X ]	[	]	[	]	[]	212
	*I.	Has the property been used as a legal or illegal dumping site?	[	]	[	X]	[	]	[]	213
	*J.	Has the property been used as an illegal drug manufacturing site?	[	]	[	X]	[	]	[]	214
	*K.	Are there any radio towers in the area that cause interference with cellular telephone reception? $\ldots \ldots$	[	]	[	X]	[	]	[]	215
8.	LE/	AD BASED PAINT (Applicable if the house was built before 1978)							[]	216
	Α.	Presence of lead-based paint and/or lead-based paint hazards (check one below):								217
		[ ] Known lead-based paint and/or lead-based paint hazards are present in the housing								218
		(explain).								219
		[X] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the hous	ing							220
	В.	Records and reports available to the Seller (check one below):								221
		[ ] Seller has provided the purchaser with all available records and reports pertaining to								222
		lead-based paint and/or lead-based paint hazards in the housing (list documents below).								223
										224
		[X] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint ha	izai	ds	in	the	hous	sing.		225
9.	MA	NUFACTURED AND MOBILE HOMES								226
	lf th	e property includes a manufactured or mobile home,								227
	*A.	Did you make any alterations to the home?	[	]	[	]	[	]	[X]	228
		If yes, please describe the alterations:	_							229
	*В.	Did any previous owner make any alterations to the home?	[	]	[	]	[	]	[X]	230
	*C.	If alterations were made, were permits or variances for these alterations obtained? $\ldots \ldots \ldots$	[	]	[	]	[	]	[X]	231
10.	FUI	LL DISCLOSURE BY SELLERS								232
	Α.	Other conditions or defects:								233
		*Are there any other existing material defects affecting the property that a prospective								234
		buyer should know about?	[	]	[)	x ]	[	]	[]	235
	В.	Verification								236
		The foregoing answers and attached explanations (if any) are complete and correct to the best								237
		Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate lic								1 238
		against any and all claims that the above information is inaccurate. Seller authorizes real estate					any, i	to de	eliver a	a 239
		copy of this disclosure statement to other real estate licensees and all prospective buyers of th	ie p	nop	Jer	ιy.				240
		1. Michael Smith 3/31/2025   13:58 PDT		Э	3/3	31/2	202	5	13:	57 PDT 241
		Seller     Date					Da	ate		<u>-</u> 71
		Newport Capital LLC								

If the answer is "Yes" to any asterisked (\*) items, please explain below (use additional sheets if necessary). Please refer to the line 242 number(s) of the question(s).

n/a

244 245 246

247 248

249

\_\_\_\_\_

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# SELLER DISCLOSURE STATEMENT **IMPROVED PROPERTY** (Continued)

#### NOTICES TO THE BUYER 257 1. SEX OFFENDER REGISTRATION 258 INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT 259 AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT 260 AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS. 261 **PROXIMITY TO FARMING/WORKING FOREST** 262 2. THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN 263 CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST 264 INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED 265 UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT. 266 3. **OIL TANK INSURANCE** 267 THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES 268 AN OIL TANK FOR HEATING PURPOSES. NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY 269 INSURANCE AGENCY. 270 BUYER'S ACKNOWLEDGEMENT 271 ш BUYER HEREBY ACKNOWLEDGES THAT: 1. 272 273 Α Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation. 274 The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and 275 R not by any real estate licensee or other party. 276 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information 277 provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 278 D This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 279 E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has 280 received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 281 282 F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet Protect Your Family From Lead in Your Home. DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S 283 ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER 284 AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY 285 SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY 286 DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU 287 MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 288 289 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES 290 THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE 291 LICENSEE OR OTHER PARTY. 292 293 Buyer Date Buyer Date **BUYER'S WAIVER OF RIGHT TO REVOKE OFFER** 294 Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and 295 waives Buyer's right to revoke Buyer's offer based on this disclosure. 296 297 Buyer Date Buver Date 298 299 BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT 300 Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. 301 However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive 302 the receipt of the "Environmental" section of the Seller Disclosure Statement. 303 304 Buyer Date Date Buyer 3/31/2025 | 13:58 PDT 3/31/2025 13:57 PDT MS as

SELLER'S INITIALS Date SELLER'S INITIALS Date

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