

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

PREFACE:

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

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

TO WHOM IT MAY CONCERN:

Berkeley Unified School District ("Owner"), owns the Property/Premises commonly known as (street address, city, state, zip) 1130 Oxford St., Berkeley, CA 94707 located in the County of Alameda, and generally described as (describe briefly the nature of the Premises or Property) that +/-1.259 AC parcel of land improved by two buildings and yard space previously occupied by Oxford Elementary School, Assessor's Parcel #61-2558-17 (hereinafter "**Property**"), and certifies that:

1. **Material Physical Defects.** Owner has no actual knowledge of any material physical defects in the Property or any improvements and structures thereon, including, but not limited to the roof, except (if there are no exceptions write "NONE"): Property is located within an actively moving landslide complex. Please refer to the 2019 Geotechnical Study for further information.
2. **Equipment.**
 - A. Owner has no actual knowledge that the heating, ventilating, air conditioning, plumbing, loading doors, electrical and lighting systems, life safety systems, security systems and mechanical equipment existing on the Property as of the date hereof, if any, are not in good operating order and condition, except (if there are no exceptions write "NONE"): None. The building has been vacant since 2020 and an independent inspection is recommended.
 - B. Owner has no actual knowledge of any leases, financing agreements, liens or other agreements affecting any equipment which is being included with the Property, except (if there are no exceptions write "NONE"): None.
3. **Soil Conditions.** Owner has no actual knowledge that the Property has any slipping, sliding, settling, flooding, ponding or any other grading, drainage or soil problems, except (if there are no exceptions write "NONE"): Property is located within an actively moving landslide complex. Please refer to the 2019 Geotechnical Study for further information.
4. **Utilities.** Owner represents and warrants that the Property is served by the following utilities (check the appropriate boxes) ☒ public sewer system and the cost of installation thereof has been fully paid, ☐ private septic system, ☒ electricity, ☐ natural gas, ☒ domestic water, ☐ telephone, and ☒ other: _____.
5. **Insurance.** Owner has no actual knowledge of any insurance claims filed regarding the Property during the preceding 3 years, except (if there are no exceptions write "NONE"): None.
6. **Compliance With Laws.** Owner has no actual knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable government agency or of any casualty insurance company that any work of investigation, remediation, repair, maintenance or improvement is to be performed on the Property, except (if there are no exceptions write "NONE"): None.
7. **Hazardous Substances and Mold.**
 - A. Owner has no actual knowledge of the Property ever having been used as a waste dump, of the past or present existence of any above or below ground storage tanks on the Property, or of the current existence on the Property of asbestos, transformers containing PCB's or any hazardous, toxic or infectious substance whose nature and/or quantity of existence, use, manufacture or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, except (if there are no exceptions write "NONE"): Asbestos and other hazardous building materials.
 - B. Owner represents and warrants that it is not currently, and never has been engaged in the business of hauling waste, and never stored hazardous substances on the Property, except (if there are no exceptions write "NONE"): None.
 - C. Owner has no actual knowledge of the existence on the Property of hazardous levels of any mold or fungi defined as toxic under applicable state or Federal law, except (if there are no exceptions write "NONE"): None.
8. **Fire Damage.** Owner has no actual knowledge of any structure on the Property having suffered material fire damage, except (if there are no exceptions write "NONE"): None.
9. **Actions, Suits or Proceedings.** Owner has no actual knowledge that any actions, suits or proceedings are pending or threatened before any court, arbitration tribunal, governmental department, commission, board, bureau, agency or instrumentality that would affect the Property or the right or ability of an owner or tenant to convey, occupy or utilize the Property, except (if there are no exceptions write "NONE"): None.
Owner has not served any Notices of Default on any of the tenants of the Property which have not been resolved except (if there are no exceptions write "NONE"): None.

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

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

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

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

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

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

16. **Other.** (It will be presumed that there are no additional items which warrant disclosure unless they are set forth herein): Property will be sold "AS IS."
Personal property will remain on the Property and will not be removed.

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

Date: _____
(fill in date of execution)

OWNER
Berkeley Unified School District

By: _____
Name Printed: John Calise
Title: Assistant Superintendent

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

BUYER/LESSEE

By: _____
Name Printed: _____
Title: _____

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SELLER'S MANDATORY DISCLOSURE STATEMENT

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

This Seller's Mandatory Disclosure Statement ("Disclosure") is made pursuant to the requirements of and shall be a part of the ☐ STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (See paragraph 9.1(a) thereof) or ☒ Purchase and Sale Agreement (the "Purchase Agreement") dated for reference purposes as of _____, regarding that certain real property commonly known as (street address, city, state, zip): 1130 Oxford St., Berkeley, CA 94707 ("Property") wherein Berkeley Unified School District is the Seller and Selected Bidder is the Buyer. Note: This Disclosure does not replace the Property Information Sheet published by AIR CRE ("AIR") and, unless not required by the Purchase Agreement, Seller should also provide Buyer the Property Information Sheet.

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

☐ myNHD Inc., 800-814-2922, <https://www.myNHD.com>, or ☒ Landslide Deformation Hazard Study Report, Alan Kropp & Associates, Geotechnical Consultants, 09/2019, _____, and the Natural Hazards Report is attached.

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

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

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

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

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

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

7. HAZARDOUS SUBSTANCES. If the Property is non-residential property, then as required by California Health and Safety Code §78700 Seller notifies Buyer that: ☒ Seller neither knows nor has reasonable cause to believe that any release of hazardous substance (as such terms are defined by California Health and Safety Code §§25320 and 25316) has come to be located on or beneath the Property, or ☐ Seller knows or has reasonable cause to believe that a release of hazardous substance has come to be located on or beneath the Property.

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

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

10. OTHER. _____

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

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

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

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

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

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

Date: _____

SELLER

Berkeley Unified School District

By: _____

Name Printed: John Calise

Title: Assistant Superintendent

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

Date: _____

BUYER

Selected Bidder

By: _____

Name Printed: _____

Title: _____

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