

**Schedule 2.2**  
**NOTICE OF INTENT TO SELL**

**To be completed by Lessee**

Lessee: \_\_\_\_\_

Parcel Address: \_\_\_\_\_

**Lessee Offer**

Current Lease Expiration Date: \_\_\_\_\_

Lessee Offer Price (for current Term): \$ \_\_\_\_\_

Other Material Terms: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Lessee Signature*

\_\_\_\_\_

*Date*

**Required Attachments to This Form**

- ❖ Real Estate Transfer Disclosure Statement

**LESSOR ACKNOWLEDGEMENT**

**To be completed by Lessor**

**Lessee Offer Date**

(date Lessor deems this Notice complete): \_\_\_\_\_

**Requested Date of Property Walk-Through**

(within five (5) business days of Lessee Offer Date): \_\_\_\_\_

\_\_\_\_\_

*Lessor Signature*

\_\_\_\_\_

*Date*

This form does not change the terms of the Lease (as amended by the Lease Amendment) in any way, and the terms of the Lease are controlling. Definitions for terms used in this form can be found in the Lease Amendment.

**Instructions**  
**Schedule 2.2**  
**NOTICE OF INTENT TO SELL**

The purpose of this form is to notify Stanford of your intent to sell your leasehold, and to provide the terms upon which you will offer to sell the leasehold to Stanford. Under the Lease Amendment, Stanford will have the first opportunity to purchase the leasehold at the price and terms you set (referred to as the right of first offer and defined as the “ROFO” in the Lease Amendment); this form is where you will provide Stanford with proposed sale terms, such as sales price, and other conditions of sale.

**Current Lease Expiration Date:** This date can be found in your Lease Amendment or the latest Extension Amendment if the Lease has been extended previously. The offer will be for the current term of your Lease even if an extension is contemplated as part of a Third-Party Sale.

**Lessee Offer Price:** This should be the gross price you will offer the leasehold to Stanford. You do not need to subtract any costs associated with broker commissions or closing costs. This price is meant to be the gross price for which you expect the leasehold to sell in the open market. Stanford will not charge a broker commission for its position as buyer, nor will Stanford require a credit for not charging a commission. The Lessee Offer Price should reflect the current term of the Lease as of the date you submit this form.

**Other Material Terms:** Please note here any unique terms of the offer that you would be requiring in the open market as part of a sale of your leasehold. These terms should be non-standard in nature, such as a leaseback, delayed closing, or any unusual credits to be granted to the sales price. “Other Material Terms” is more specifically defined in the Lease Amendment.

Along with the Notice of Intent to Sell, you will need to complete and attach a Real Estate Transfer Disclosure Statement when you submit the form to Stanford.

Stanford will establish the Lessee Offer Date within two (2) business days of receiving the Notice of Intent to Sell and determining that it is complete. As part of its evaluation in deciding whether to purchase the leasehold, Stanford will request access to the Property for a walk-through within five (5) business days of the Lessee Offer Date. If Stanford accepts the price and terms in the Notice of Intent to Sell, Stanford will send a purchase and sale contract with the Lessor ROFO Response within ten (10) business days of the Lessee Offer Date, or within five (5) business days of accessing the Property. If Stanford does not agree to purchase the leasehold, you will have twelve (12) months from the Lessee Offer Date to sell the leasehold to a third party without having to restart the offer process with Stanford.



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REAL ESTATE TRANSFER DISCLOSURE ("TDS")
(Page 1 of 3 - Revised 11/11)



THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, STATE OF CALIFORNIA, DESCRIBED AS \_\_\_\_\_. 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) \_\_\_\_\_ 20 \_\_\_\_\_. 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):

- Range, Dishwasher, Washer/Dryer Hookups, Burglar Alarms, T.V. Antenna, Central Heating, Wall/Window Air Conditioning, Septic Tank, Patio/Decking, Sauna, Hot Tub, Locking Safety Cover\*, Security Gate(s), Garage: Attached, Pool/Spa Heater: Gas, Water Heater: Gas, Water Supply: City, Gas Supply: Utility, Window Screens, Oven, Trash Compactor, Smoke Detector(s), Carbon Monoxide Device(s)\*, Satellite Dish, Central Air Conditioning, Sprinklers, Sump Pump, Built-in Barbeque, Pool, Child Resistant Barrier\*, Automatic Garage Door Opener(s)\*, Not Attached, Solar, Water Heater Anchored, Braced, or Strapped\*, Well, Bottled, Window Security Bars, Quick Release Mechanism on Bedroom Windows\*, Microwave, Garbage Disposal, Rain Gutters, Fire Alarm, Intercom, Evaporator Cooler(s), Public Sewer Systems, Water Softener, Gazebo, Spa, Locking Safety Cover\*, Number of Remote Controls, Carport, Electric, Private Utility or Other, Water-Conserving Plumbing Fixtures

[\*See related note, page 2]

Exhaust Fan(s) in \_\_\_\_\_ 220 Volt Wiring in \_\_\_\_\_ Fireplace(s) in \_\_\_\_\_
Gas Starter \_\_\_\_\_ Roof(s): Type \_\_\_\_\_ Age: \_\_\_\_\_ (approx.)
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.): \_\_\_\_\_

Buyer and Seller acknowledge receipt of a copy of this page.

Seller's Initials ( ) ( )

Buyer's Initials ( ) ( )

**PRDS® REAL ESTATE TRANSFER DISCLOSURE STATEMENT (“TDS”) (Page 2 of 3):**

**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: \_\_\_\_\_

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

\*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or 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. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1984, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with Section 1101.4 of the Civil 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): \_\_\_\_\_

**D. Seller Certificaton:**

1. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal’s regulations and applicable local standards.
2. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

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

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

**Buyer and Seller acknowledge receipt of a copy of this page.**

Seller’s Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Buyer’s Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

**III. AGENT'S INSPECTION DISCLOSURE:**

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

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

- Agent notes no items for disclosure.
- Agent notes the following items:

Agent (Broker Representing Seller) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
 (Please Print) (Associate Licensee or Broker Signature)

**IV. AGENT'S INSPECTION DISCLOSURE:**

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

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

- Agent notes no items for disclosure.
- Agent notes the following items:

Agent (Broker obtaining the Offer) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
 (Please Print) (Associate Licensee or Broker Signature)

**V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER(S) 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) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
 (Please Print) (Associate Licensee or Broker Signature)

Agent (Broker obtaining the Offer) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
 (Please Print) (Associate Licensee or Broker Signature)

**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.**

**NOTE: EXEMPT TRANSFERS (TDS not required) include, but are not limited to, the following: transfers by a fiduciary of a decedent's trust or estate; transfers by foreclosure of trustee's sale or by deed in lieu of foreclosure; transfers to a spouse or a direct blood relative; transfers among co-owners; transfers requiring a "public report" (Bus. & Prof Code § 11018.1) or pursuant to Bus. & Prof Code § 11010.4.**