

Dear PURE Member,

Thank you for using PURE's Tree Assessment service. Enclosed you'll find your personalized treeFacts® Report, including a guide that can help you identify potentially hazardous trees around your home. If you would like assistance coordinating any of the recommendations in this report, please contact a PURE Member Advocate® at 888.813.7873 or memberadvocate@pureinsurance.com.

Your commitment to proactively protect your property not only helps make your home safer, but it also reduces claims, which benefits the entire PURE membership. The following are steps you can take now to ensure your trees are properly cared for and maintained:



Apply mulch around tree roots: Place a thin layer of composted, organic mulch around tree roots in the fall or early winter to help trees retain water and reduce their exposure to extreme temperatures. Be sure that mulch is not piled up too high around the base of your trees—you should still be able to see the flare of the trunk near the ground.



Talk to your neighbors: If a tree from a neighboring yard overhangs onto your property, especially if it's above your home or other structures like garages, sheds or fences, have a discussion with your neighbor about their plans to either prune it or ensure that it is healthy to reduce the likelihood that it could impact your home.



Schedule a tree inspection each year: A certified arborist can identify both visible and hidden health issues and weaknesses that make trees more susceptible to strong winds and heavy rain or snow. A certified arborist can also assist in identifying and caring for the different tree species on your property and pruning trees to make them stronger and healthier.

By accepting the enclosed treeFacts® Report you agree to the terms and conditions outlined in the document.

As always, we are here to help you feel more informed about risk and protect the things that matter most. Thank you for your continued membership with PURE.

Regards,

Jason Metzger

Senior Vice President | Head of Underwriting & Risk Management

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The material in this document is advisory in nature. No liability is assumed by reason of the information. It is offered as a resource to be used together with your professional advisors in maintaining a loss prevention program.

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treeFacts®

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Reference 13687

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This Report is not a diagnosis of any potential problems or safety concerns with respect to the trees and shrubs listed herein but rather a record of a visual, noninvasive inspection made by an assessor. Neither Horticultural Asset Management, Inc., its directors, officers, employees, consultants, contractors, the inspecting tree care company named above nor any other third party shall have any liability with respect to any loss, injury or death resulting from the recommendations and information appearing in this Report and/or omissions thereof. No information included in this Report is intended to provide any guaranty or assurance with respect to the health of the assessed trees and shrubs and the safety of the property and/or persons present on or near the property from said trees and shrubs. The owner of the property being assessed is solely responsible for any damage, injury or death caused by any trees and shrubs located on said property.

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treeFacts®

This treeFacts® Report, provided by Horticultural Asset Management, Inc. (HMI), is produced following a visual inspection by an authorized HMI assessor of the large (8" trunk diameter or greater, or 15' or taller) trees and shrubs (trees) on your property and, based on their location, could impact a home or other structure if they were to fall or lose limbs. Using the information collected by the assessor during the inspection, HMI's system assigns a Plant Health Score (PHS) for each tree inspected. That information, along with the specific type, size, location and any symptoms present at the time of the inspection, is included in your Report.

It is important to note that the treeFacts® Report is not a diagnosis. HMI recommends that further evaluation by an accredited tree care specialist be conducted on any trees that are scored as Fair or Poor or otherwise recommended for follow-up by your assessor. Large trees do constitute potential perils to your property. The ability of a large tree to survive adverse environmental conditions can depend greatly on its health and structural integrity. A tree is more likely to lose limbs or fail completely if it is suffering from an existing health or other condition making it susceptible to failure from high winds, damaging hail or ice and snow, drought or other environmental conditions. Trees often exhibit symptoms, which if not addressed, pre-dispose them to failure. A treeFacts® Report identifies these symptoms and enables you to address any issues before a loss occurs.

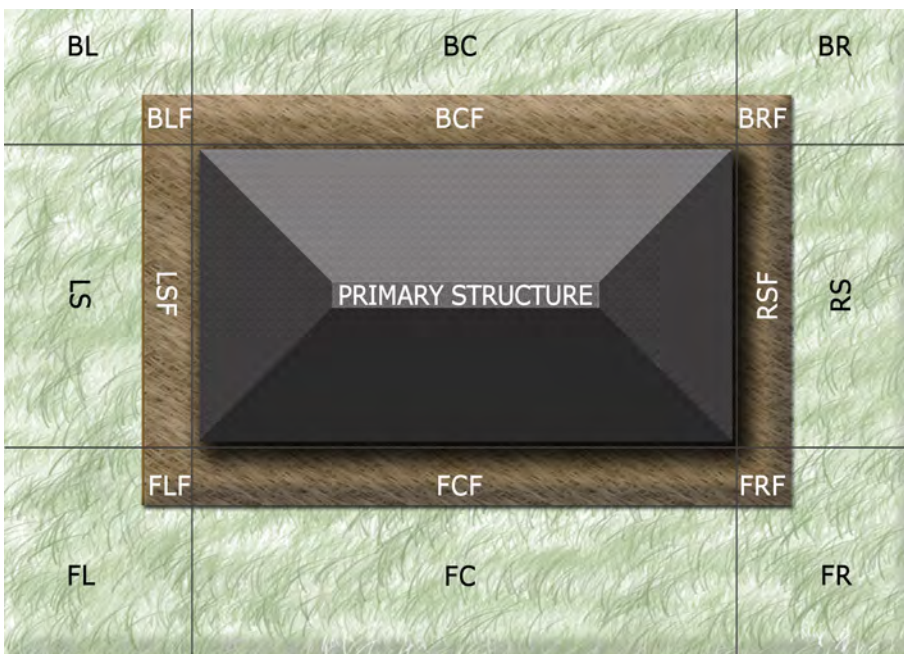
We hope you will take a moment to read the Inspection Methods page of your Report. It provides you with specific details on the methods employed by HMI to ensure your information is accurate and in keeping with established industry standards.

This Report helps to ensure the health and safety of the trees on your property and we hope you find it informative and helpful. If you have any questions or if you would like to speak with your HMI assessor regarding a follow-up evaluation, please contact HMI's customer service department at (866) 937-6468 or send an email to info@hmiadvantage.com.



REPORT DEFINITIONS

| | |
|-------------------------------------|---|
| PHS: | The Plant Health Score (PHS) is calculated by HMI's data collection software or in some cases by the HMI assessor. Trees and shrubs (trees) are scored as Very Good, Good, Fair, Poor, or Dead. Definitions for each PHS are provided with your inventory on the next page. |
| Asset ID #: | Unique number assigned to each tree or group of trees. When the Asset ID appears in red font , there is important information about your tree on the Supplemental Information section of your report. |
| Scientific / Common Name: | Indicates the scientific and common name of the actual tree inspected. |
| Location: | Code that indicates each tree's location on your property. Refer to map below. In some instances, your assessor may use a non-standard location code. Please contact your assessor if you need his/her code descriptions. |
| Measured By: | The American Standard for Nursery Stock dictates how a particular tree is to be measured. H/S is Height/Spread (in feet). DBH is trunk Diameter at Breast Height (in inches). |
| Size: | Actual size at inspection date. When a † appears, the tree is a multi-stemmed form of a typically single-stemmed tree. The diameter reported represents the single stem equivalent. |
| Qty: | Number of trees associated with each Asset ID number. |
| Visible Symptoms / Characteristics: | Visually apparent symptoms present at the time of the inspection. (Minor) indicates that the symptom(s) is present in 6%-15% of the affected area (crown, trunk, roots, etc.). (Major) indicates that the symptom is present in greater than 15% of the affected area. |



Standard Location Codes

| | |
|-----|-------------------------|
| FC | FRONT CENTER |
| FL | FRONT LEFT |
| FR | FRONT RIGHT |
| FCF | FRONT CENTER FOUNDATION |
| FLF | FRONT LEFT FOUNDATION |
| FRF | FRONT RIGHT FOUNDATION |
| BC | BACK CENTER |
| BL | BACK LEFT |
| BR | BACK RIGHT |
| BCF | BACK CENTER FOUNDATION |
| BLF | BACK LEFT FOUNDATION |
| BRF | BACK RIGHT FOUNDATION |
| LS | LEFT SIDE |
| RS | RIGHT SIDE |
| LSF | LEFT SIDE FOUNDATION |
| RSF | RIGHT SIDE FOUNDATION |

Yard and Other Assessed Areas

Foundation Area

(Areas reflect all plants within 15 feet of the primary structure.)



| Asset ID # | Scientific Name Common Name | Location | Measured by and Size | Qty | Visible Symptom(s) or Characteristics(s) |
|------------|--------------------------------|----------|-------------------------|-----|--|
|------------|--------------------------------|----------|-------------------------|-----|--|

Good: The following plant(s) is exhibiting a visual symptom(s). However, the symptom(s) is not of a nature or extent to which further evaluation is being recommended at this time.

| | | | | | |
|----|---|-----|-------------|---|---|
| 2 | Quercus lobata valley oak | RSF | DBH: 34" | 1 | Evidence of trunk or root damage (minor) |
| 3 | Quercus lobata valley oak | RSF | DBH: 38" | 1 | Irregular crown symmetry (minor); Evidence of structural defect (minor); Evidence of trunk or root damage (minor) |
| 7 | Quercus lobata valley oak | BC | DBH: 32" | 1 | Dead branches or twigs (minor) |
| 9 | Quercus lobata valley oak | BL | DBH: 45" | 1 | Evidence of structural defect (minor) |
| 10 | Magnolia grandiflora Southern magnolia | LS | DBH: 11.5"† | 1 | Irregular crown symmetry (minor) |
| 11 | Magnolia grandiflora Southern magnolia | LS | DBH: 11" | 1 | Evidence of structural defect (minor) |

Fair: The following plant(s) is exhibiting a significant visual symptom(s). Based on the nature and/or extent of the symptom(s), it is recommended that a follow-up evaluation be conducted by an accredited tree care specialist to determine if remedial services are warranted.

| | | | | | |
|----|---|----|-----------|---|---|
| 4 | Quercus agrifolia coast live oak | BC | DBH: 18"† | 1 | Irregular crown symmetry (minor); Evidence of structural defect (minor) |
| 5 | Quercus lobata valley oak | BC | DBH: 36" | 1 | Irregular crown symmetry (major); Evidence of trunk or root decay (minor) |
| 8 | Quercus agrifolia coast live oak | BC | DBH: 40" | 1 | Evidence of insect or disease damage (minor); Dead branches or twigs (minor) |
| 14 | Umbellularia californica California bay-laurel | FC | H/S: 50' | 1 | Evidence of insect or disease damage (minor); Irregular crown symmetry (minor); Discolored or undersized leaves (minor) |

Poor: The following plant(s) is exhibiting a serious visual symptom(s). Based on the nature and/or extent of the symptom(s), it is highly recommended that a follow-up evaluation be conducted by an accredited tree care specialist in order to determine the appropriate remedial requirements.

| | | | | | |
|---|-------------------------------------|-----|----------|---|--|
| 1 | Quercus agrifolia coast live oak | FCF | DBH: 35" | 1 | Evidence of insect or disease damage (major); Irregular crown symmetry (major); Evidence of structural defect (minor) |
| 6 | Quercus agrifolia coast live oak | BC | DBH: 33" | 1 | Evidence of insect or disease damage (major); Irregular crown symmetry (major); Discolored or undersized leaves (minor); Dead branches or twigs (minor); Evidence of structural defect (minor) |

| Asset ID # | Scientific Name Common Name | Location | Measured by and Size | Qty | Visible Symptom(s) or Characteristics(s) |
|--|--|----------|-------------------------|-----|--|
| Poor: The following plant(s) is exhibiting a serious visual symptom(s). Based on the nature and/or extent of the symptom(s), it is highly recommended that a follow-up evaluation be conducted by an accredited tree care specialist in order to determine the appropriate remedial requirements. | | | | | |
| 12 | Prunus serrulata Japanese ornamental cherry | LS | DBH: 15" | 3 | Irregular crown symmetry (major); Irregular twig growth (minor); Dead branches or twigs (minor) |
| 13 | Quercus agrifolia coast live oak | FC | DBH: 45" | 1 | Irregular crown symmetry (major); Evidence of structural defect (minor); Evidence of trunk or root decay (minor) |

| Asset ID# | Scientific Name Common Name | Supplemental Information |
|--|---|---|
| PHS Modifications: The following plant(s) is exhibiting a symptom(s) or characteristic(s) that caused the assessor to either upgrade or downgrade the system-generated PHS. | | |
| 3 | Quercus lobata valley oak | SystemPHS: Poor ManualPHS: Good Comment(s): Tree appears to be in good condition overall |
| 5 | Quercus lobata valley oak | SystemPHS: Poor ManualPHS: Fair Comment(s): Tree appears to be in fair condition overall as of the date of inspection, at least provisionally |
| Non Health-Related Characteristics: The following plant(s) is exhibiting non health-related characteristics for which the HMI assessor recommended further evaluation. It is highly recommended that a more detailed evaluation be conducted to determine remediation requirements. | | |
| 1 | Quercus agrifolia coast live oak | Interference Prone: Due to its structure, size and/or proximity to buildings, power lines, etc., this plant should be evaluated for possible remedial services. |
| 2 | Quercus lobata valley oak | Lightning Prone - Foundation: Due to its proximity to a structure, type, size, and/or importance to the property, lightning protection should be evaluated for this plant. |
| 3 | Quercus lobata valley oak | Interference Prone: Due to its structure, size and/or proximity to buildings, power lines, etc., this plant should be evaluated for possible remedial services. |
| 4 | Quercus agrifolia coast live oak | Interference Prone: Due to its structure, size and/or proximity to buildings, power lines, etc., this plant should be evaluated for possible remedial services. |
| 8 | Quercus agrifolia coast live oak | Lightning Prone - Other: Due to its location, type, size, and/or importance to the property, lightning protection should be evaluated for this plant. |
| 9 | Quercus lobata valley oak | Lightning Prone - Other: Due to its location, type, size, and/or importance to the property, lightning protection should be evaluated for this plant. |
| 9 | Quercus lobata valley oak | Interference Prone: Due to its structure, size and/or proximity to buildings, power lines, etc., this plant should be evaluated for possible remedial services. |
| 10 | Magnolia grandiflora Southern magnolia | Interference Prone: Due to its structure, size and/or proximity to buildings, power lines, etc., this plant should be evaluated for possible remedial services. |
| 11 | Magnolia grandiflora Southern magnolia | Interference Prone: Due to its structure, size and/or proximity to buildings, power lines, etc., this plant should be evaluated for possible remedial services. |
| 13 | Quercus agrifolia coast live oak | Interference Prone: Due to its structure, size and/or proximity to buildings, power lines, etc., this plant should be evaluated for possible remedial services. |
| 14 | Umbellularia californica California bay-laurel | Interference Prone: Due to its structure, size and/or proximity to buildings, power lines, etc., this plant should be evaluated for possible remedial services. |

| Asset ID# | Scientific Name Common Name | Supplemental Information |
|--|-------------------------------------|---|
| Assessor Notes: Notes, observations or more detailed location information about your trees. | | |
| 1 | Quercus agrifolia coast live oak | Arborist notes that this tree is positioned about 3 feet from the member's front porch, with a trunk that exhibits a general lean towards the southwest, and divides into two 'co-dominant' sub-trunks at about 6 feet above-grade, with apparent 'included bark' in the crevice between them, as well as partial excessively burying of the root-collar on its southwest side, as well as having a canopy that appears to have been shaped in the past by over-aggressive 'reduction' pruning, as well as signs of internal decay observed in the tree's trunk and/or other main sections |
| 2 | Quercus lobata valley oak | Arborist notes that this tree is situated about 5 feet from the foundation of the member's house, with a single clear trunk up to about 35 feet, with a large main section extending over the roof of the house, with a large, generally healed (though discolored) wound observed on another main section of the tree above the member's driveway |
| 3 | Quercus lobata valley oak | Arborist notes that this tree has two large co-dominant limbs at about 35 to 40 feet above-grade that overhang the member's driveway, and observed a cabling system already installed and in-place to provide supplemental support for those parts of the tree, as well as an additional large limb extending above the roof of the member's house, and also the tree's overall canopy as a whole exhibits a general lean towards the south – nevertheless, old wounds on the tree's trunk appear to have compartmentalized and healed well enough, as of the date of inspection, that the tree appears generally stable and recovering, in good condition overall at this time |
| 4 | Quercus agrifolia coast live oak | Arborist notes that this tree has multiple 'co-dominant' trunks, with apparent 'included bark' present between them, all of which can represent or constitute structural defects unto themselves, to one degree or another; this tree is also located largely beneath the canopy of a larger oak nearby, suppressing this tree's development over time to an extent as well |
| 5 | Quercus lobata valley oak | Arborist notes that this tree has something of a one-sided canopy, due to its development having been influenced over time by the presence of a number of other large trees' canopies adjacent to it, with a general overall lean of its trunk towards the southwest, as well as some discoloration observed on its bark in places, and also exhibits a large, conspicuous wound from another co-dominant trunk that appears to have been removed from this tree some time ago, with that wound appearing to serve as a possible point of entry for decay fungi, meriting further observation, investigation, and at minimum monitoring going forward |
| 6 | Quercus agrifolia coast live oak | Arborist notes that this tree appears to be in general decline, as of the date of inspection, growing in a heavily irrigated surrounding landscape (which can be unto itself a risk factor for long-term decline to the root systems of many trees in California), with a general lean of its trunk towards the southwest, with a cable observed to be installed tied into this tree's crown from an adjacent tree for supplemental support |
| 7 | Quercus lobata valley oak | Arborist notes that this tree appears to be in good overall condition, as of the date of inspection, although some small-diameter dead branches and other material was observed in the tree's crown, which should be removed |
| 8 | Quercus agrifolia coast live oak | Arborist notes that this tree appears to have been heavily pruned in the past, such that adventitious shoots ('water sprouts') occupy most of its canopy, with maintained lawngrass located only 6 to 7 feet from the base of the tree's trunk, and regular irrigation applied around the tree's rootzone (which can be unto itself a risk factor for long-term decline to the root systems of many trees in California), as well as damage apparently from insect pests (borer beetles) on the southwestern side of its trunk |
| 9 | Quercus lobata valley oak | *THIS TREE IS ROOTED ON A NEIGHBORING PROPERTY, BUT SITUATED SUCH THAT IT COULD HAVE POTENTIAL TO IMPACT THE MEMBER'S PROPERTY, SO IT WAS OBSERVED AND EVALUATED WITHOUT TRESPASSING* – Arborist notes that this tree is located in the neighboring property to the left of the member's property, and has a large 'co-dominant' main section that extends above and into the member's yard, slightly overhanging the member's back yard cottage |

| Asset ID# | Scientific Name Common Name | Supplemental Information |
|-----------|--------------------------------|--------------------------|
|-----------|--------------------------------|--------------------------|

Assessor Notes: Notes, observations or more detailed location information about your trees.

| | | |
|----|---|---|
| 10 | Magnolia grandiflora Southern magnolia | Arborist notes that this tree is situated approximately 6 or 7 feet from the pooldeck and other hardscaping around the member's swimming pool |
| 11 | Magnolia grandiflora Southern magnolia | Arborist notes that this tree is situated approximately 6 or 7 feet from portions of the member's hardscaping, and that it exhibits a 'co-dominant' trunk formation, with apparent 'included bark' inferred to be present between the trunks, at about 5 to 7 feet above-grade |
| 12 | Prunus serrulata Japanese ornamental cherry | Arborist notes that the largest of these three trees appears to be in the best condition among them, as of the date of inspection, but all three exhibit extensive dieback, to varying degrees |
| 13 | Quercus agrifolia coast live oak | Arborist notes that this tree exhibits a general overall lean towards the member's house, with a large cavity on its trunk observed at about 8 feet above-grade, and shows signs of having apparently been 'over-pruned', in the arborist's judgement, with several of its larger lower limbs having been removed |
| 14 | Umbellularia californica California bay-laurel | Arborist notes that parts of this tree's canopy distinctly overhang nearby utility lines and portions the public street, as of the date of inspection |

Signs and Symptoms of Poor Tree Health

The following are just a few of the many visual symptoms that may indicate that a tree is at risk of failure. If you note any of the following you should contact a certified arborist immediately to have your tree(s) inspected. Regardless, it is recommended that you have your trees examined by a qualified professional regularly as a tree's health or condition is constantly changing.

Noticeable Lean

Many safe trees have a natural lean and some are simply growing towards light. However, a leaning tree with evidence of **root lifting and soil mounding** is a cause for concern. Soil mounds on the opposite side of a leaning tree (Photo A) indicate that the roots have been damaged or severed and that the tree is no longer stable.



Photo A

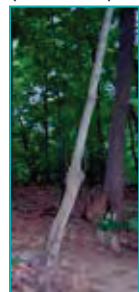


Photo B

A leaning tree with other defects such as **cavities, cankers or decay** may be cause for concern. Multiple defects are frequently signs of decline (Photo B).

Trees with an **excessive lean** (40° or more) may be unsafe even if they are not exhibiting signs of soil mounding or decay, and should be examined by an arborist to determine if they are hazardous.

Defects, Wounds and Splits

Trees attempt to close and compartmentalize wounds but **extensive decay, cavities or cankers** (>40%), even if compartmentalized, are risk factors since they can affect the tree's structural stability (Photo C). Trees with areas of decay less than 40% should be monitored to ensure that the tree is healing properly.



Photo C

Minor defects or wounds are commonly found in trees. If the damage is not repeated the tree frequently heals. **Mechanical damage** from mowers, line trimmers, etc. is often seen along the base of trees that have grass growing up to their trunks, instead of a desirable mulch ring. Repeated damage of that nature will eventually kill a tree and thus should be prevented. Other minor defects or wounds should be monitored for proper healing.



Photo D

Longitudinal cracks or splits can be hazardous. Cracks that start at a branch union may be especially dangerous. Cabling and/or bracing can sometimes lessen the risk. Multiple cracks or cracks with decay are frequently signs of decline (Photo D).

Co-dominant Stem



Photo E

Co-dominant stems, especially with included bark, have a high risk of failure since they are structurally unstable. A **crack or decay at the union** is a warning sign of failure (Photo E). All large trees with co-dominant stems should be monitored even if no symptoms are showing, especially if it is angled toward a home, play area, driveway, etc.

Crown and Branches

A tree crown (canopy) with **large, dead branches** (3" or greater) are obvious potential hazards and should be removed (Photo F).



Photo F

Cracks and decay in branches 3" or greater usually indicate a dead or dying branch and make the branch more susceptible to failure.

Minor dieback of the branches and crown should be monitored for progression. While some dieback is not abnormal, it is frequently a sign of root damage and can progress if the tree has had extensive damage and is in decline.

Evidence of Root Damage

Damage to roots is most easily detected through evidence of decline in above ground parts of the tree. Dieback is frequently the first indication of root damage. Leaning of the trunk, as evidenced by the need for bracing, is another (Photo G).



Photo G



Photo H

Excavation and construction within the drip line (Photo H) damages the feeder roots and anchoring roots of the tree. This weakens the tree; increasing its susceptibility to diseases and insects as well as making it less stable and resistant to winds. Trees that have suffered root damage or loss from excavation and construction should be monitored for signs of deterioration as damage is not evidenced for several years.

Dead Trees

Evergreen and deciduous trees are usually easy to identify in the growing season. Needle evergreens (e.g. pines) will display brown needles that will eventually drop, leaving bare branches. Broad leaf evergreens and deciduous plants will display brown leaves or bare branches once they drop the dead leaves.

When leaves are absent in the winter on deciduous trees the examination of buds, bark, and branches becomes more important. Buds on the twigs will shrivel, bark will begin to degenerate and fall off, and twigs and branches will dry and snap easily. Some deciduous trees have leaves that brown but do not drop until late winter or spring, e.g. Beech, and some needle evergreens are deciduous, e.g. Larch and Redwood, and will lose their leaves in winter. Thus, deciduous trees that retain brown leaves in winter and conifers that lose their leaves should not be mistaken as dead.

GLOSSARY

| | | | |
|-----------|--|-------------------|---|
| Canker | Localized diseased area, often shrunken and discolored, on stems and branches. | Co-dominant stems | Forked stems of similar size in diameter that lack a normal branch union. |
| Cavity | Open wound or hollow within a tree, usually associated with decay. | Dieback | Condition in which the ends of the branches are dying. |
| Crack | Deep split through the bark and into the wood | Minor | Condition affects 15% or less of the tree. |
| Drip Line | Area of ground which is underneath the full canopy of the tree. | | |

Inspection Methods

HMI has established a national network of assessors consisting of certified arborists who have received further training from us on the use of HMI's specialized data collection methods. These methods enable HMI assessors to create a detailed inventory of the type, size and location of each tree on a property. They also use HMI's proprietary health scoring system that evaluates the condition of each tree based on the existence and extent of eight visible symptoms. Using the information collected by the assessor, HMI's system assigns a Plant Health Score (PHS) for each tree.

Each tree is assigned a Plant Health Score and health rating as follows: Very Good, Good, Fair or Poor, or Dead. All trees scored as Fair or Poor are recommended for follow-up. Dead trees are recommended for removal by an accredited tree care specialist. These methods also enable an assessor to recommend a tree for further evaluation based on non-health related issues, such as for being lightning prone or potentially interfering with nearby structures, utility lines or rights-of-way. These trees are also listed in your report.

HMI's PHS scoring system was designed to identify those trees which are exhibiting symptoms to a degree to which they may be prone to fail.

If you have any questions about HMI's services, please contact us at (866) 937-6468 or send an email to info@hmiadvantage.com.

Terms and Conditions (these "T&C's") between Horticultural Asset Management, Inc. ("HMI") and the Orderer of this Report ("Customer")

1. **DISCLAIMERS.** THE SERVICES PERFORMED AT THE REQUEST OF THE CUSTOMER (THE "SERVICES") AND REPORT(S) PROVIDED UNDER THESE TERMS AND CONDITIONS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES, AND HMI HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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IT IS UNDERSTOOD THAT HMI AND ITS CONTRACTORS PROVIDE THE SERVICES AND/OR THE REPORT(S) AT A POINT IN TIME AND THAT FACTS AND CONDITIONS UNDERLYING THE SERVICES AND/OR THE REPORT(S) MAY CHANGE OVER TIME; THEREFORE, ANY CONCLUSIONS AND RECOMMENDATIONS ARE APPLICABLE ONLY TO THE FACTS AND CONDITIONS INCLUDED IN THE SERVICES AND/OR THE REPORT(S) AT THE TIME THE SERVICES ARE PERFORMED AND/OR THE REPORT(S) ARE PREPARED. IN THAT HMI AND ITS CONTRACTORS CANNOT PREDICT OR OTHERWISE DETERMINE SUBSEQUENT DEVELOPMENTS CONCERNING THE SUBJECT OF THE SERVICES AND/OR THE REPORT(S), HMI AND ITS CONTRACTORS WILL NOT BE LIABLE FOR ANY SUBSEQUENT DEVELOPMENTS, CHANGES, ACTS, OR CONDITIONS THAT OCCUR, INCLUDING, BUT NOT LIMITED TO, DECAY OR DAMAGE BY THE ELEMENTS, PERSONS OR IMPLEMENTS, INSECT INFESTATION, DETERIORATION, ACTS OF GOD OR NATURE OR OTHERWISE.

FURTHER, HMI AND ITS CONTRACTORS MAY HAVE REVIEWED PUBLICLY AVAILABLE OR OTHER THIRD PARTY RECORDS OR CONDUCTED INTERVIEWS, AND HAVE ASSUMED THE GENUINENESS OF SUCH DOCUMENTS AND STATEMENTS. HMI DISCLAIMS ANY LIABILITY FOR ERRORS, OMISSIONS, OR INACCURACIES RESULTING FROM OR CONTAINED IN ANY INFORMATION OBTAINED FROM ITS CONTRACTORS, ANY THIRD PARTY OR PUBLICLY AVAILABLE SOURCE.

CUSTOMER WILL BE RESPONSIBLE AND LIABLE TO IDENTIFY AND INFORM HMI OF THE TREES AND SHRUBS TO BE INVENTORIED AND TO CORRECTLY IDENTIFY AND INFORM HMI AND HMI'S CONTRACTORS OF THE PROPERTY LINES UPON WHICH THE TREES AND SHRUBS ARE SITUATED. THE INFORMATION PROVIDED IN CONNECTION WITH THE SERVICES, INCLUDING THE REPORT(S) AND RECOMMENDATIONS, MAY NOT BE USED BY ANY OTHER PARTY OTHER THAN CUSTOMER AND/OR PROPERTY OWNER IN THE EVENT THAT CUSTOMER AND PROPERTY OWNER ARE NOT ONE AND THE SAME.

NO INFORMATION OBTAINED OR INCLUDED IN THE SERVICES AND/OR THE REPORT(S) AND/OR OTHERWISE OBTAINED BY CUSTOMER FROM HMI AND ITS CONTRACTORS IN CONNECTION WITH THE SERVICES AND/OR THE REPORT(S) IS INTENDED TO SUPPLY LEGAL, FINANCIAL, REGULATORY COMPLIANCE, TAX OR OTHER FORMS OF ADVICE. THE SERVICES AND/OR THE REPORT(S) ARE NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY OR OTHER PROFESSIONAL ADVISOR. CUSTOMER IS RESPONSIBLE FOR CHECKING THE RESULTS OF ANY INFORMATION OBTAINED FROM HMI AND ITS CONTRACTORS, AND HMI AND ITS CONTRACTORS ARE NOT RESPONSIBLE FOR ANY FINANCIAL, REGULATORY COMPLIANCE, TAX, LEGAL OR OTHER DECISIONS CUSTOMER MAKES AND WHICH ARISE OUT OF OR ARE CONNECTED WITH THE SERVICES AND/OR THE REPORT(S). BY RECEIVING ANY WORK PRODUCT OR INFORMATION FROM HMI AND ITS CONTRACTORS, CUSTOMER AGREES THAT HE/SHE/IT BEARS FULL RESPONSIBILITY FOR ALL SUCH DECISIONS MADE BY HIM/HER/IT; FURTHERMORE, CUSTOMER UNDERSTANDS THAT HMI MAKES NO PROMISES REGARDING THE TIMING OF THE DELIVERY OF THE REPORT(S) AND HMI HAS NO LIABILITY WITH RESPECT TO THE AMOUNT OF TIME TAKEN TO COMPLETE ANY OF THE WORK CONTEMPLATED HEREIN.

CUSTOMER WARRANTS THAT ALL TREES, PLANT MATERIAL AND PROPERTY UPON WHICH THE SERVICE AND/OR REPORT(S) ARE TO BE PERFORMED ARE EITHER OWNED OR THAT ALL NECESSARY PERMISSIONS AND AUTHORIZATIONS HAVE BEEN OBTAINED FROM THE OWNER FOR HMI AND/OR ITS CONTRACTORS TO PERFORM THE SERVICES AND/OR PROVIDE THE REPORT(S) CONTEMPLATED HEREIN, AND HMI AND/OR ITS CONTRACTORS SHALL BE HELD HARMLESS FROM ANY CLAIMS OR DAMAGES RESULTING FROM CUSTOMER'S FAILURE TO OBTAIN SUCH PERMISSION.

2. **Independent Contractor; Nonexclusive Relationship.** The relationship of the parties established by these T&C's is solely that of independent contractors, and nothing contained in these T&C's shall be construed to (a) give any party the power to direct and control the day-to-day activities of the other; or (b) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (c) make either party an agent of the other for any purpose whatsoever, except as expressly authorized by the other. Neither party nor its agents and employees is the representative of the other for any purpose, and neither has power or authority to act as agent, employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.
3. **Customer Responsibilities; Indemnities.**
 - (a) Customer shall comply with all applicable laws, statutes, ordinances and regulations regarding the Services and information provided in connection therewith. Customer agrees, represents and warrants that (i) he/she/it understands the terms and conditions of these T&C's and that they constitute a valid, binding obligation, and (ii) he/she/it has full power, authority and legal capacity to accept into these T&C's and follow their

obligations.

- (b) Customer hereby agrees to indemnify and hold harmless HMI and its officers, directors, members, managers, contractors, employees and agents from any and all liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, that may arise from: (i) a breach of these T&C's by he/she/it, or (ii) any matter relating to these T&C's, including Customer's use of the Services, Report(s) or information provided in connection therewith.
 - (c) Customer will be solely responsible for any information reported to HMI, its employees and/or its contractors, that appears in the Report(s) or influences, effects or alters the information set forth in the Report(s).
- 4. Termination. HMI may terminate these T&C's at any time with or without cause and without payment or liability to Customer, by providing notice to Customer. Customer may terminate these T&C's at any time by providing notice to HMI provided, however, Sections 1, 2, 3 and 5 shall survive any termination of these T&C's.
- 5. Limitation on Liability. IN NO EVENT SHALL HMI, HMI'S OFFICERS, DIRECTORS, EMPLOYEES AND/OR ITS CONTRACTORS BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES RELATED TO, OR AS A RESULT OF, THESE T&C'S (INCLUDING LOSS OF DATA OR PROFITS), OR THE SERVICES AND/OR THE REPORT(S) PROVIDED HEREUNDER. IN ADDITION, IN NO EVENT SHALL HMI'S OFFICERS, DIRECTORS, EMPLOYEES AND/OR ITS CONTRACTOR'S LIABILITY TO CUSTOMER IN THE AGGREGATE FOR ANY AND ALL CLAIMS OR DAMAGES ARISING UNDER THESE T&C'S EXCEED \$250.00. CLAIMS BY CUSTOMER FOR DAMAGES MUST BE MADE WITHIN ONE YEAR OF THE INCIDENT TO WHICH THEY RELATE OR BE FOREVER BARRED.
- 6. Force Majeure. Neither party shall be liable to the other by reason of any failure of performance hereunder (except failure to pay) if such failure arises out of causes beyond such party's reasonable control, despite the reasonable efforts and without the fault or negligence of such party. Any party experiencing such an event shall give as prompt notice as possible under the circumstances.
- 7. Assignment. These T&C's shall bind the parties and their successors and permitted assigns. Customer shall not assign these T&C's without the prior written consent of HMI.
- 8. Notice. Any notice, consent or other communication in connection with these T&C's shall be in writing and may be delivered in person or by mail. If hand delivered, the notice shall be effective upon delivery. If served by U.S. certified mail, return receipt requested, the notice shall be effective upon delivery. Notices shall be addressed appropriately to the intended recipient, to the addresses set forth herein or such other address as either party hereto may designate by notice to the other.
- 9. Governing Law. These T&C's shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the choice of law provisions thereof. Any dispute or claim arising out of, or in connection with, these T&C's shall be brought and heard either in the North Carolina state courts located in Wake County, North Carolina, or the federal district court for the Eastern District of North Carolina located in Raleigh, North Carolina. Customer consents to the in personam jurisdiction and venue of such courts. Customer agrees that service of process upon him/her/ it in any such action may be made if delivered in person, by courier service, by telegram, by telefacsimile or by first class mail, and shall be deemed effectively given upon receipt.
- 10. General.
 - (a) These T&C's and any other disclaimers set forth in the Report(s) are a complete and exclusive statement of all of the terms and representations of agreement between Customer and HMI with respect to the subject matter hereof. These T&C's shall not be varied, supplemented, qualified or interpreted by any prior course of dealing between the parties hereto or by any usage of trade. The terms of these T&C's may be amended or modified only by a written agreement executed by Customer and HMI.
 - (b) If any provision of these T&C's is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and these T&C's shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent or, if that is not possible, by substituting another provision that is enforceable and achieves the same objective and economic result. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH PROVISION OF THESE T&C'S WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, INDEMNIFICATION OR EXCLUSION OF DAMAGES OR OTHER REMEDIES IS INTENDED TO BE ENFORCED AS SUCH. FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY UNDER THESE T&C'S IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES OR OTHER REMEDIES SHALL REMAIN IN EFFECT.

