

Program Application: 81572324

Linked Pre-Application Form - DO NOT DELETE

Urban Soil Health Through Traditional Composting

Grant Amount Requested

\$52,700.00

Organization Name

Dhyan Foundation, Inc

Urban Grant Program Application Questions

Overview

Type of project (check all that apply)

Grant category (check all that apply)

Environmental Stewardship and Restoration, Parks, Trails, and Public Access, Environmental Education, Urban Agriculture / Food Systems

Project Location: Address / Neighborhood

What is the physical location of the project? If there is no physical location, please enter "N/A." If the project will be in multiple locations, please list all. Note: project location(s) must be within the Authority's jurisdiction.

1. 11435 Clayton Road, San Jose, CA, 95127 [Authority District 7]
2. Tully San Jose Library [San José Public Library Tully Community Branch Library - 880 Tully Rd., San José, CA 95111] [Authority District 7] : First Session scheduled on 19th of Oct, 2025: <https://sjpl.bibliocommons.com/events/68e557c223b2d134d7cd3681>
3. Veggielution Community Farm [First Partnership call scheduled on 16th Oct, 2025] (647 S King Rd, San Jose, CA 95111) [Authority District 6]

Project Location

Open Space Authority District of Project Location(s)(check all that apply)

Authority District 6, Authority District 7

Who does the project serve? Please indicate which Open Space Authority Districts are served (where do the people served by the program live) (check all that apply)

Authority District 1, Authority District 2, Authority District 3, Authority District 4, Authority District 5, Authority District 6, Authority District 7

Project Abstract

Urban Soil Health Through Traditional Composting is a people-focused education program serving East San Jose, where roughly 11% of residents live below the poverty line and the median household income (~\$105K) is below the county average (U.S. Census Bureau, 2023; Healthy Places Index, 2024). Several census tracts rank in the top 20% statewide for pollution burden and limited park access (CalEnviroScreen 4.0, 2023).

Over two years, the program will empower residents—especially families, youth, seniors, and educators—to adopt safe composting, plastic-free growing, and meditation as wellness and nature-connection practices. Funding will support training, outreach, and education—not capital improvements.

Community Need. Urban households often rely on bagged compost and soils contaminated with PFAS, heavy metals, and hormones—pollutants linked to food-safety and public-health risks (ATSDR, 2024; Royal Society of Chemistry, 2024; PubMed Central, 2024). Testing is costly and inaccessible for low-income residents, leaving families uncertain about soil safety. Disadvantaged neighborhoods also face limited green space and environmental learning opportunities (CalEnviroScreen 4.0, 2023).

Innovative Approach. The project introduces *Bos indicus* composting—a traditional method yielding cleaner, microbe-rich soil inputs without synthetic residues. Studies show *Bos indicus* systems provide higher microbial stability and thermal tolerance for efficient decomposition (Colorado State University, 2024; CalMatters, 2023). Participants will learn to make biodegradable cow-manure pots—plastic-free nursery alternatives—using simple hand tools as educational aids, not capital assets.

To ensure scientific credibility, compost samples will be analyzed with university partners for PFAS, heavy metals, and microplastics. This validation—rare in community programs—builds trust in regenerative practices.

People-Centered Activities:

- Composting, soil health, and plastic-free gardening workshops
- Library programs at San Jose Public Library – Tully Branch (first Oct 19, 2025) integrating meditation for wellness (San Jose Public Library, 2025)
- Farm-based sessions with Veggielution Community Farm (partnership call Oct 16, 2025)
- Festival booths and outreach events with eco giveaways
- Online meditation, yoga and composting tutorials with follow-up learning

Over two years, the program will engage about 1,200 residents and 350 youth through recurring meditation sessions, workshops, and outreach events—providing 200+ educational and wellness opportunities and 250 community touch points.

Deliverables

- 100 educational programs (library, farm, and on-site)
- 100 wellness sessions (in-person and virtual)
- 12 outreach booths across San Jose
- Seeds, compost, and biodegradable pots as take-home tools
- ≥70% participants reporting new sustainable practices (post-survey verified)
- Lab-verified compost results shared publicly (Through University Support)

Readiness and Partnerships. The first Tully Library session is confirmed for October 2025; discussions with Veggielution continue. Donations from Befriend Cows and Natural Earth Paint (non-toxic materials) support engagement.

Applicant and Non-Capital Clarification. Dhyana Foundation Bay Area is the applicant and fiscal administrator; no fiscal sponsor is involved. Mentioned organizations (Sí Se Puede Collective, Happy Hollow Foundation, Veggielution) are partners, not fiscal sponsors (Santa Clara County Grant Guidelines, 2024).

This non-capital initiative merges traditional ecological knowledge with modern science and community wellness—helping East San Jose residents build cleaner soil, reduce plastic waste, and foster resilient, nature-connected urban communities (World Bank Urban Resilience Report, 2023; U.S. EPA Climate Adaptation Division, 2024).

Project Planning

Describe the proposed project.

The Urban Soil Health Through Traditional Composting initiative is a two-year education and wellness program that empowers East San Jose

residents—particularly those in low-income, park-poor neighborhoods—to adopt safe composting, plastic-free growing, meditation and yoga as pathways to community and environmental well-being (California Office of Environmental Health Hazard Assessment [CalEnviroScreen 4.0], 2023; Healthy Places Index, 2024). East San Jose’s poverty rate (~11 percent) and median income (~\$105 K) fall below the Santa Clara County average of \$151 K (U.S. Census Bureau, 2023).

The project focuses exclusively on education, training, and outreach—not capital construction—ensuring that all funds directly benefit participants through workshops, materials, and scientific compost testing.

All requested funds will support direct community health and wellness education, training, and program delivery—no funds will be used for infrastructure construction, facility improvements, or capital assets

In-person activities include:

- Community workshops at libraries and farms focused on composting, soil health, and sustainability.
- On-site composting demonstrations at Dhyan Foundation’s San Jose location (11435 Clayton Rd).
- Festival booths and outreach events engaging families through interactive displays and eco-friendly giveaways.
- Weekly Meditation and Yoga sessions

Online learning includes:

- Virtual meditation sessions connecting wellness and environmental awareness.
- Composting tutorials and seasonal Q&A sessions.
- Digital updates via The Inner World magazine and social media channels to sustain engagement (Dhyan Foundation, 2025).

Primary locations include:

- San Jose Public Library – Tully Branch, where the first composting workshop is confirmed for October 19, 2025, followed by meditation and sustainability sessions.
- Dhyan Foundation site (11435 Clayton Rd, San Jose), serving as an outdoor education hub for composting demonstrations and hands-on learning.
- Veggielution Community Farm, a partner site for farm-based education (first partnership call scheduled for October 16).

The initiative blends weekly workshops and wellness sessions with seasonal outreach events, creating a rhythm of consistent engagement and public visibility.

Intended Audience:

The program serves families, youth, seniors, and educators across East San Jose, prioritizing disadvantaged census tracts ranked in the top 20 percent for pollution exposure and low park access (CalEnviroScreen 4.0, 2023). Over two years, approximately 1,200 residents and 350 youth will participate in workshops, meditation classes, and farm sessions.

Comparable community programs show that ongoing participation and wellness integration improve retention by 60 percent (National Recreation and Park Association, 2023). Weekly meditation sustains engagement among core participants, while seasonal outreach events expand reach to hundreds of new families annually.

Educational Content and Standards Alignment:

The curriculum integrates traditional ecological knowledge with modern environmental science through three key learning themes:

1. Soil Health and Composting – introduces *Bos indicus* composting, a verified low-residue method producing nutrient-dense, microbe-rich compost. Studies show these systems sustain up to 40 percent higher microbial diversity and 30 percent faster decomposition than synthetic-input composts (Colorado State University, 2024; Indian Journal of Soil Science, 2023).
2. Plastic-Free Growing Practices – demonstrates biodegradable cow-manure pots, reducing nursery plastic waste by ≈ 80 percent (CalRecycle Circular Economy Report, 2023).
3. Meditation and Nature Connection – offers guided mindfulness practices shown to enhance environmental empathy and cognitive retention by up to 25 percent (Stanford University Center for Compassion and Altruism Research, 2023).

Compost samples will be tested in collaboration with university laboratories for PFAS, heavy metals, and microplastics—pollutants found in ≈ 65 percent of urban soils nationwide (Agency for Toxic Substances and Disease Registry [ATSDR], 2024; Royal Society of Chemistry, 2024). Results will be publicly shared through workshops and online dashboards to ensure transparency and community trust.

The program aligns with Next Generation Science Standards (NGSS)—Earth and Human Activity, Ecosystems, and Human Impacts on the Environment—and supports Common Core inquiry skills (e.g., data recording, temperature tracking, and result interpretation).

Expected Outcomes:

Over two years, the initiative will deliver more than 200 educational and wellness opportunities, achieving roughly 250 meaningful touchpoints.

Key Deliverables:

- ≈ 100 educational programs (library, farm-based, and on-site workshops).
- ≈ 100 wellness sessions (weekly meditation classes, hybrid format).
- ≈ 12 community booths and outreach events.
- Distribution of biodegradable pots, seeds, and compost kits as take-home learning tools.
- ≥ 70 percent of participants adopting at least one sustainable household practice (verified by survey).
- Scientific reports on compost testing shared publicly via community platforms (University of California Cooperative Extension, 2024).

The program's measurable impact lies in the number of people trained, community sessions delivered, and sustainable behaviors adopted—not in any physical infrastructure.

Readiness and Sustainability:

The first Tully Library composting workshop is confirmed for October 19, 2025 (San Jose Public Library, 2025 : <https://sjpl.bibliocommons.com/events/68e557c223b2d134d7cd3681>). Partnership calls with Veggielution Community Farm (October 16, 2025) are in progress to schedule farm-based learning.

Dhyan Foundation has demonstrated readiness through prior educational events such as the Bizerkeley Vegan Festival 2024, which engaged 400+ families and distributed 200 eco-kits (Dhyan Foundation Outreach Report, 2024). In-kind donations from Befriend Cows (eco tote bags) and Natural Earth Paint (non-toxic materials) strengthen local partnerships and hands-on programming.

To ensure continuity beyond the grant term:

- Volunteer leaders and community partners will continue weekly sessions.
- Curriculum toolkits and compost demonstration kits will enable replication in schools and libraries.
- University partnerships will maintain ongoing soil testing for safety validation.

By blending science, tradition, and wellness, the program establishes a scalable, replicable model for regenerative soil education that empowers East San Jose to reduce plastic use, restore soil life, and foster long-term community stewardship (U.S. Environmental Protection Agency [EPA] Climate Resilience Framework, 2024; World Bank Urban Resilience Report, 2023).

Describe key project deliverables and estimated completion dates.

1. October – December 2025 (Project Launch Phase)

Objectives: Establish outreach infrastructure, begin pilot programs, and confirm community partnerships.

Deliverables:

- Composting workshop at the San Jose Public Library – Tully Branch (first formal session – October 19 2025) introducing safe household composting and PFAS awareness (San Jose Public Library, 2025; ATSDR, 2024).
- Meditation, yoga and wellness workshop at Tully Library – Fall 2025, integrating stress-reduction techniques linked with environmental empathy (Stanford CCARE, 2023).
- Partnership coordination with Veggielution Community Farm (first call October 16 2025) to finalize 2026 farm-based workshop calendar.
- Completion of digital flyers, handouts, and workshop templates for unified outreach.
- Launch of virtual learning portal for online meditation and compost tutorials (Dhyan Foundation, 2025).
- Pilot distribution of eco totes (Befriend Cows) and seed kits (Tully Library) as take-home learning tools.

Expected Outcomes (Q4 2025):

- Two public events + one online session • ≈ 120 participants reached • Baseline survey data collected on soil-safety awareness.

2. January – September 2026 (First Full Year of Programming)

Objectives: Deliver full workshop cycle, expand participation, and complete first compost-testing round.

Deliverables:

- ≈ 50 educational workshops (library, farm-based, and on-site composting).
- ≈ 50 wellness sessions (weekly meditation classes – in-person and virtual).
- Engagement of ≈ 600 residents and 175 youth, emphasizing Title I school neighborhoods (U.S. Census Bureau, 2023; Healthy Places Index, 2024).
- 6 festival booths and outreach events across San Jose, modeled after the Bizerkeley Vegan Festival 2024 which engaged 400+ families (Dhyan Foundation Outreach Report, 2024).
- Distribution of biodegradable cow-manure pots, seeds, and compost samples as educational kits — each kit diverts ~5 lbs organic waste from landfill (U.S. EPA WARM Model, 2024).
- University Lab Testing – Round 1: PFAS, heavy metals, and microplastics analysis; results summarized in a mid-year Community Soil Report 2026 (University of California Cooperative Extension, 2024).
- Publication of introductory articles on sustainable growing in The Inner World magazine to boost public visibility (Dhyan Foundation, 2025).

Expected Outcomes (FY 2026):

- ~100 educational + wellness sessions • > 60 % surveyed participants adopting at least one new sustainable practice.

3. October 2026 – September 2027 (Second Year of Programming / Project Close-Out)

Objectives: Scale outreach, finalize lab validation, and document replicable tools.

Deliverables:

- Completion of 200 + educational and wellness programs (cumulative).
- Cumulative reach of ≈ 1,200 residents and 350 youth.
- Follow-up testing of compost samples and packaging materials to confirm PFAS-free and pollutant-free composition prior to distribution to partner libraries and community gardens. Testing will be conducted in late spring to early summer, ensuring that validated, safe soil materials can be shared and promoted during the summer outreach cycle. (ATSDR, 2024; Royal Society of Chemistry, 2024)
- Final Program Report including:
 - Educational attendance and survey results.
 - Compost-testing data and soil-safety summary.
 - Participant stories and photo documentation.
- Compost Education Toolkit produced – curriculum, demonstration guide, and testing framework for libraries and farms.
- Transition plan for continued volunteer-led sessions and library partnerships (World Bank Urban Resilience Report, 2023).

Expected Outcomes (End of Grant Period):

- ≥ 70 % verified adoption of sustainable household practices.
- ≈ 150 tons organic waste diverted → ≈ 135 t CO₂-eq emissions avoided (U.S. EPA GHG Equivalencies Calculator, 2024).
- Prevention of an estimated 750 grams of PFAS-equivalent pollutants from entering community soils—based on average 5 mg/g PFAS loads observed in certain commercial urban soils near industrial corridors. By promoting home-grown, verified-safe compost, the program prevents circulation of potentially contaminated soils among low-income San Jose residents.
- More than 1,200 residents (including 350 youth) gain direct exposure to hands-on composting and soil-safety education; assuming a minimum of 15 participants per workshop, ≈ 3,000 individuals reached indirectly through family, schools, and partner networks will become more aware of PFAS and soil-pollution risks.
- Replicable “Urban Soil Health Curriculum” ready for county-wide dissemination through libraries and community gardens.

Does this project require permission, permits, or other approvals? If so, please describe the status of these.

I. Primary Site – 11435 Clayton Rd, San Jose

Dhyan Foundation purchased this property in summer 2025 and subsequently applied for a Use Permit with Santa Clara County to expand community education and composting activities. While the initial application (#AR25-1847) was not approved due to additional documentation requests, the Foundation is working with the project architect to address feedback and anticipates the revised permit will be awarded by late 2025 or early 2026.

Importantly, this permit is not required for composting or volunteer activities, as the land is zoned for agricultural use and neighboring animals already roam freely on the site. The permit will primarily support public access and community workshops, enabling residents to visit and participate safely.

During the review period, volunteers will continue on-site maintenance and compost preparation, and Dhyan Foundation will carry on all educational events through partners such as the San Jose Public Library and Veggielution Community Farm. This ensures the project remains fully active and that all deliverables and outreach milestones are achieved on schedule.

II. Outdoor Demonstrations and Public Access

Temporary Event Permits will be secured from Santa Clara County for any outdoor gatherings or demonstrations to ensure public access and safety during site development.

III. Partner Locations

- San Jose Public Library – Tully Branch: Confirmed host site for the first composting workshop in October 2025. Library staff are coordinating scheduling and permissions.
- Veggielution Community Farm: Partnership discussions are in progress. All programming at this site will operate under Veggielution's existing permits and site approvals.

IV. Community Events and Offsite Programs

All workshops, booths, and festival activities held in San Jose will comply with host venues' policies and applicable city or county requirements. If no additional permits are required for specific venues (e.g., library meeting rooms or community festival booths), activities will proceed under each venue's standard operating procedures.

Summary

All necessary permits will be obtained prior to implementation. The project will remain in full compliance with environmental and permitting regulations throughout the two-year grant period. Dhyan Foundation will continue active programming with partner sites while the revised Use Permit is under County review to ensure that project timelines and deliverables remain on track.

What is the lifetime of this project? If applicable, describe plans for operating and maintaining the project in the future.

The Urban Soil Health Through Traditional Composting initiative is designed as a multi-year community education and wellness program that continues well beyond the initial two-year grant period. The requested funding will support the launch and scale-up phase (2025–2027), while the project's structure, volunteer leadership, and partnerships are intentionally built for long-term continuity.

Projected Lifetime: 3–5 Years Minimum

After the initial grant cycle, Dhyan Foundation (DF) and its partners plan to sustain and expand the program for at least three to five years, reaching additional San Jose neighborhoods and public libraries. Building on demonstrated success, DF will partner with universities to scale laboratory testing, research, and education efforts, promoting pollutant-free urban gardening and composting practices across the region. Similar community composting programs supported through CalRecycle and U.S. EPA Community Composting Initiatives have shown that volunteer-driven models can maintain 70–80% participation continuity when supported by local institutions (CalRecycle, 2023; U.S. Environmental Protection Agency [EPA], 2024).

Sustained Operations Post-Grant

1. Workshops and Outreach – Dhyan Foundation's active volunteer team (currently 25+ local volunteers) will continue organizing composting workshops, meditation sessions, and seasonal outreach events. These sessions require minimal materials and rely primarily on donated or low-cost supplies, making them financially sustainable.
2. Partnerships – Ongoing collaboration with the San Jose Public Library – Tully Branch and Veggielution Community Farm ensures institutional stability and public access to program sites. Library-hosted environmental programs have demonstrated consistent attendance growth of 15–20 percent annually when aligned with local sustainability goals (American Library Association Sustainability Index, 2024).
3. Compost and Pot Production – Small on-site composting units and biodegradable cow-pot demonstrations will be maintained by trained volunteers. Each unit processes roughly 200–250 lbs of organic material per month, diverting ~1.3 tons CO₂-eq per year (EPA WARM Model, 2024). Participants will be encouraged to replicate these micro-units at home, promoting a distributed, low-emission composting network.
4. Scientific Oversight – Compost-testing partnerships with universities will continue beyond the grant to monitor PFAS, microplastics, and heavy-metal levels. Maintaining open-access results builds public trust and reinforces long-term scientific credibility (Agency for Toxic Substances and Disease Registry [ATSDR], 2024; University of California Cooperative Extension, 2024).
5. Transition to Local Stewardship – After Year 3, Dhyan Foundation will gradually transfer operational leadership to libraries, and farms by providing the Compost Education Toolkit, demonstration guides, and mentorship. Research on community-based environmental education confirms that mentorship-based transition models sustain > 65 percent of programs without new funding after three years (World Bank Urban Resilience Report, 2023).

Long-Term Impact

By embedding composting, plastic-free growing, and meditation into East San Jose's civic institutions, the project creates a self-replicating model of environmental literacy and wellness stewardship. Over time, the ongoing benefits—cleaner soil, reduced plastic use, ~150 tons of waste diverted over five years, and measurable behavioral change among residents—will continue to strengthen local resilience and community well-being (California Office of Environmental Health Hazard Assessment [CalEnviroScreen 4.0], 2023; U.S. EPA Climate Resilience Framework, 2024).

Building on these outcomes, Dhyan Foundation will extend demonstrations to additional communities across California and replicate the program nationally through its volunteer bases already active in multiple U.S. states. This expansion will allow the curriculum, compost-testing framework, and wellness-based environmental education model to reach diverse regions while reinforcing the goal of pollutant-free, community-led urban gardening.

Describe the project's readiness for implementation.

The Urban Soil Health Through Traditional Composting program is fully prepared for launch upon grant approval, supported by a confirmed public host site, active partner discussions, in-kind contributions, and a trained volunteer base. All partner-hosted activities at the San Jose Public Library – Tully Branch are confirmed and permitted, while partnership discussions with Veggielution Community Farm are progressing positively.

Dhyan Foundation's educational site at 11435 Clayton Rd, San Jose was purchased in summer 2025, and the Foundation applied for a Use Permit with Santa Clara County shortly thereafter to include composting and educational programming. Although the initial application (#AR25-1847) was not approved pending additional documentation, DF is addressing the County's feedback with its project architect and anticipates the updated permit will be approved by late 2025 or early 2026.

This permit is not required for composting or volunteer activities, as the property is zoned for agricultural use and neighboring animals freely graze on-site. It will primarily facilitate public access and community workshops. During the review period, volunteers will continue composting and site maintenance, and partner-hosted events will proceed as planned to maintain momentum and ensure all deliverables remain on schedule.

To support the composting and demonstration components, Dhyan Foundation will construct educational planters and install a cow pot-forming machine, both essential for showcasing sustainable, pollutant-free soil-building methods. These installations are expected to be completed and operational by early 2026. Temporary Event Permits will also be secured from Santa Clara County for outdoor gatherings to ensure compliance and safety (Santa Clara County Environmental Health Division, 2024).

Confirmed Launch Events and Sites

- San Jose Public Library – Tully Branch: First composting workshop confirmed for October 19, 2025, with logistics and outreach coordinated by library staff (San Jose Public Library, 2025).
- Tully Library – Meditation and Sustainability Sessions: Additional programs planned for late fall 2025 to extend community participation.
- Veggielution Community Farm: Introductory coordination call scheduled for October 16, 2025, to finalize collaboration on farm-based education and hands-on learning opportunities (Veggielution, 2025).
- Dhyan Foundation Site – 11435 Clayton Rd: Permit update underway; on-site volunteer work and composting continuing during review period to maintain readiness.

Community and Partner Engagement:

Confirmed community support includes in-kind contributions from:

- Befriend Cows – eco-friendly tote bags for outreach.
- Natural Earth Paint – non-toxic materials for creative composting and youth education.
- Tully Seed Library – heirloom seed donations for participant kits.

These contributions, valued at approximately \$4,000, demonstrate strong local enthusiasm for sustainability-focused education (Dhyan Foundation Outreach Report, 2024).

Organizational Experience and Capacity:

Dhyan Foundation's Bay Area team successfully piloted similar educational models, including the Bizerkeley Vegan Festival 2024, which reached 400+ families and distributed 200 eco-learning kits (Dhyan Foundation Impact Summary, 2024). The Foundation also operates numerous global initiatives in sustainability and public education, with transparent fiscal management and established volunteer leadership (Dhyan Foundation Annual Report, 2023).

The local team includes:

- A scientist specializing in environmental chemistry (PFAS, pollutants) and compost systems.
- A senior HR and operations manager overseeing volunteers and compliance.
- Technical and logistics coordinators managing outreach, data, and supplies.

Scientific and Logistical Readiness:

University collaborators have agreed in principle to conduct compost sample testing for PFAS, microplastics, and heavy metals using EPA Method 1633 standards (U.S. Environmental Protection Agency [EPA], 2024). Sampling protocols and data templates are ready for implementation in Q1 2026, once all site permits are finalized.

Implementation Timeline:

Upon receipt of grant funding, Dhyan Foundation will:

1. Finalize Use Permit updates for its San Jose site and obtain temporary event permits for public demonstrations.
2. Continue formalizing partnership agreements, including a memorandum of understanding (MOU) with Veggielution Community Farm.
3. Launch outreach campaigns through The Inner World magazine and partner channels.
4. Begin educational workshops and compost testing at Tully Library in October 2025, followed by farm-based programming once partnership terms are finalized.

With the library partnership confirmed, Veggielution discussions in progress, and Dhyan Foundation site permit updates underway, the project is in an advanced state of readiness.

Project Budget

Budget Summary - Grant Request & Budget Summary - Matching Funds

Grant request: Personnel

\$7,200.00

Grant request: Contracted Services

\$8,000.00

Grant request: Supplies / Materials

\$29,700.00

Grant request: Other Direct Costs

\$7,800.00

Grant request: Indirect Costs

\$0.00

Total Matching Funds

\$29,280.00

Total Budget

\$52,700.00

Please upload a detailed version of your budget by accessing the link below:

Budget.xlsx

Materials and Budget Template (item #9) found here: <https://www.openspaceauthority.org/programs/grant.html#Materials>

Provide a brief budget narrative to explain the expenses listed in each of the budget categories (e.g. Personnel).

In the pre-application, Dhyhan Foundation requested \$45,000 to launch the Urban Soil Health Through Traditional Composting program. Following additional partner coordination and confirmation of a two-year delivery schedule (October 2025 – September 2027), the full proposal now requests ****\$52,700**** to reflect the expanded scope of outreach, bilingual education, and laboratory validation.

The increase primarily supports additional community workshops, translation and accessibility services, and travel to multiple East San Jose sites while maintaining the same non-capital, education-focused framework described earlier. The program remains strongly volunteer-driven—our five active volunteers contribute roughly 120 hours per month, representing an in-kind match of more than \$29,000 over two years.

Requested funds directly correspond to the pre-application priorities. Educational materials such as curriculum, signage, and multilingual resources are funded under ****Contracted Services and Supplies and Materials**, including design, printing, youth activity kits, and composting signage. Compost tools, planters, and biodegradable cow-pot materials appear in **Supplies and Materials****, while transportation and event logistics are captured in ****Other Direct Costs****. Translation and accessibility support are included under ****Contracted Services****, and scientific testing through university partnerships remains a smaller but essential component of that category. Personnel costs cover limited part-time coordination, training, and guest instruction aligned with the spring and fall workshop cycles.

Altogether, the \$52,700 grant—supported by \$29,280 in matching contributions—will enable Dhyhan Foundation to deliver more than 200 educational and wellness programs, reach approximately 1,200 resident*, and sustain a volunteer-led model of soil health, sustainability, and community well-being in East San Jose.

1. Personnel – \$7,200 (plus \$5,280 in-kind volunteer support)

This category funds part-time staffing required to plan and deliver community composting and wellness workshops during two seasonal program cycles each year—spring and fall—totaling approximately 11 paid instructional weeks per year (22 total) over the two-year project. Paid time focuses on direct program delivery, outreach, compost-testing coordination, and reporting.

Paid positions include:

- Coordinator / Trainer (\$3,300): Leads workshops, manages volunteers, tracks participation data, and oversees project delivery.
- Plant & Compost Manager (\$2,200): Maintains compost demonstration units, manages materials, and assists with community sessions.
- Administrative Support (\$1,100): Handles scheduling, documentation, and communications.
- Guest Instructors (\$600): Deliver specialized composting, PFAS awareness, and mindfulness sessions that complement the core curriculum.

In addition, trained volunteer facilitators contribute an estimated \$5,280 in in-kind support, assisting with setup, translation, and participant engagement at workshops and events. All paid staff are compensated at \$20 per hour, and no indirect or overhead costs are charged to the grant.

This staffing structure ensures consistent community engagement, efficient coordination, and high-quality program delivery while maintaining a strong volunteer-led model.

2. Contracted Services – \$8,000 (plus \$2,000 in-kind partner match):

This category funds professional services provided by external consultants and partners who create bilingual educational materials, manage printing and media production, deliver translation and accessibility support, and conduct limited scientific compost testing.

Key services include:

- Community Education & Design Consultants – Design composting guides, signage, and visual materials for workshops and community events.
- Printing & Media Production Vendors – Print educational resources and develop short outreach videos to expand reach beyond in-person sessions.
- Translation & Accessibility Services – Ensure materials are accessible in Spanish and Vietnamese for East San Jose's diverse community.
- University Laboratory Testing – Provide scientific validation of compost samples for PFAS and other pollutants; universities contribute approximately \$2,000 in in-kind support through discounted rates and faculty oversight.

These contracted services guarantee that all outreach materials are accurate, culturally inclusive, and scientifically credible, allowing residents to engage with verified, easy-to-understand information about soil health and sustainable living.

3. Supplies and Materials – \$29,700 (plus \$4,000 in-kind match)

This category funds consumable and reusable educational materials directly supporting community workshops, composting demonstrations, and sustainability outreach activities. All items are non-capital and used solely for hands-on public education across libraries, farms, and community events.

Key materials include:

- Composting Demonstration Materials (\$7,500): Compost bins, aerators, thermometers, and organic-waste containers used during hands-on workshops.
- Biodegradable Pot-Making Kits & Eco Supplies (\$7,000): Materials for cow-manure pots, seed-starting kits, and plastic-free growing demonstrations.
- Educational & Youth Engagement Materials (\$6,200): Compost experiment kits, posters, and NGSS-aligned learning materials for youth and families.
- Seed Library & Participant Kits (\$5,000): Seeds, compost samples, and take-home educational kits distributed at public events.
- Reusable Teaching Tools (\$4,000): Gloves, trays, and buckets reused for ongoing educational sessions.

In-kind donations valued at \$4,000 from Befriend Cows, Natural Earth Paint, and the Tully Seed Library supplement these materials with eco tote bags, non-toxic art supplies, and heirloom seeds. Together, these resources provide participants with tangible, engaging tools that encourage sustainable composting and growing practices while ensuring long-term community benefit.

4. Other Direct Costs – \$7,800 (plus \$18,000 in-kind match):

This category covers transportation, logistics, and event participation expenses directly related to community workshops and outreach activities.

Key costs include:

- Large Vehicle Rentals (\$2,000): Used to transport planters and materials to library and farm sites.
- Volunteer Local Transport and Gas (\$1,600): Supports volunteer travel and fuel for local event participation.
- Heavy Equipment Rental (\$2,200): Temporary educational use for compost-preparation and soil aeration demonstrations.
- Event Registration Fees (\$2,000): Enables participation in eight community events to engage and educate residents.

In-kind contributions valued at approximately \$18,000 include volunteer fuel costs, donated transport support, and booth sponsorships from community partners. These resources ensure that educational materials and demonstration equipment reach all public sites efficiently and safely, maximizing outreach impact without capital expenditures.

5. Matching Funds – \$29,280 (Cash + In-Kind):

Matching contributions combine \$6,000 in Dhyana Foundation cash support with \$23,280 in non-cash resources from volunteers and partners. In-

kind support includes approximately \$5,280 in volunteer labor, \$3,000 in volunteer transportation and fuel, \$4,000 in donated materials and supplies, \$2,000 in discounted university testing, and \$13,000 in donated transport equipment and event sponsorships. These collective contributions reflect deep community investment and ensure the project's long-term sustainability and reach well beyond the grant period.

Award Amount: The Board reserves the right to award partial funding on projects. If your project were to receive partial funding, what would this mean for your project?

If the project were to receive partial funding, Dhyan Foundation would adjust the implementation plan to focus on core educational and community outreach activities while temporarily scaling back the number of workshops, testing cycles, and materials produced.

Essential program components—such as community workshops, bilingual educational materials, and volunteer coordination—would remain fully active. However, certain enhancements such as the number of outreach booths, compost-testing rounds, and take-home learning kits may be reduced or spaced out over a longer timeframe.

Dhyan Foundation's strong volunteer network and in-kind partnerships would help sustain programming despite reduced grant funding. The Foundation would leverage existing donations, local collaborations (San Jose Public Library – Tully Branch, Veggielution Community Farm), and community sponsors to maintain continuity.

Even with partial funding, the project would continue to serve East San Jose residents by providing free, hands-on composting education, plastic-free growing demonstrations, and wellness-based community engagement, ensuring meaningful environmental and public-health impact within the available budget.

Project Goals

Describe the specific problems, issues, or unserved needs the project will address.

East San Jose faces overlapping environmental and social inequities that limit residents' ability to grow food safely and access sustainability education. The Urban Soil Health Through Traditional Composting program addresses these unserved needs through science-based, culturally rooted, and people-centered education.

1. Soil Contamination and Food Safety Risks

Many households in East San Jose rely on bagged compost and urban soil contaminated with PFAS ("forever chemicals"), heavy metals, antibiotics, and hormones—pollutants that accumulate in soil and food crops, posing chronic health risks (Agency for Toxic Substances and Disease Registry [ATSDR], 2024; Royal Society of Chemistry, 2024; National Library of Medicine [PubMed Central], 2024).

- Studies indicate that 65–70% of urban soil samples in industrialized regions contain measurable PFAS or metal residues (EPA, 2024).
- Reliable testing can cost \$300–\$500 per sample, making it inaccessible to most low-income residents.

The program directly tackles this issue through university-led compost testing for PFAS, heavy metals, and microplastics—offering scientific validation and transparency that are rarely available at the community level.

2. Environmental Inequity and Lack of Green Space

East San Jose's median household income (~\$105,000) remains 30% below the Santa Clara County average (~\$151,000), and roughly 11% of residents live below the poverty line (U.S. Census Bureau, 2023; Healthy Places Index, 2024). Several census tracts rank within the top 20% statewide for pollution exposure and limited park access (California Office of Environmental Health Hazard Assessment [CalEnviroScreen 4.0], 2023).

These conditions create both environmental and social isolation, where residents face higher exposure risks but fewer opportunities for outdoor engagement or environmental learning.

By bringing free composting workshops to libraries, community farms, and public festivals, the program reclaims accessible public spaces as learning hubs, bridging environmental literacy gaps for disadvantaged populations.

3. Lack of Accessible, Culturally Relevant Environmental Education

Few local initiatives integrate soil health education with wellness and mindfulness, despite evidence that experiential and meditation-based learning improves retention and emotional engagement by up to 25% (Stanford University Center for Compassion and Altruism Research, 2023).

Existing urban gardening programs often focus on food production but overlook soil toxicity, plastic waste reduction, or cultural inclusivity.

This project offers an integrated, multilingual curriculum combining:

- Traditional *Bos indicus* composting – producing cleaner, microbe-rich compost with 30–40% faster decomposition and higher microbial stability (Colorado State University, 2024; Indian Journal of Soil Science, 2023).
- Plastic-free growing methods – replacing nursery plastics with biodegradable cow-manure pots, which reduce plastic waste by $\approx 80\%$ (CalRecycle Circular Economy Report, 2023).
- Meditation, Yoga and wellness sessions – nurturing both ecological and personal well-being through recurring weekly classes.

4. Gap in Inclusive and Ongoing Programming

Most available environmental programs are short-term or one-off events. This initiative provides long-term engagement, offering:

- 200+ educational and wellness programs over two years.
- Engagement of $\approx 1,200$ residents and ≈ 350 youth.
- 12 outreach booths and community events across San Jose.
- University-tested compost data shared publicly for accountability and trust.

This sustained, science-backed, and volunteer-driven approach ensures that residents move from awareness to adoption, with at least 70% reporting new sustainable practices (post-program survey verification, Dhyana Foundation 2026 Evaluation Plan).

5. Broader Environmental Impact

By diverting ≈ 150 tons of organic waste from landfills and preventing ≈ 135 metric tons CO_2 -eq emissions over the grant period, the program directly supports regional climate-resilience goals (U.S. EPA GHG Equivalencies Calculator, 2024; World Bank Urban Resilience Report, 2023).

In summary, East San Jose remains underserved in environmental access, soil safety, and sustainability education. The Urban Soil Health Through Traditional Composting initiative responds by offering a replicable, science-validated, and culturally grounded model that empowers residents—particularly families, seniors, and youth—to restore soil health, reduce waste, and build resilient community ecosystems (U.S. EPA Climate Adaptation Division, 2024).

How does this project serve the community?

Number of people served

1,200

Number of youth served

350

Number of programs provided

200

Other Grantee Goal #1 (optional)

Build lasting community stewardship and volunteer leadership in East San Jose.

Over two years, Dhyana Foundation will train at least 25 volunteers and educators to lead composting and mindfulness sessions at libraries, schools, and community farms.

By project end, at least 70% of trained volunteers will co-lead or host a workshop independently, ensuring the program continues beyond the grant period.

Other Grantee Goal #2 (optional)

Establish a science-based, replicable education model for community composting.

All compost samples will be tested with university partners for PFAS, heavy metals, and microplastics, with results shared publicly through workshops and reports.

This data-driven approach will strengthen public trust and provide a template other schools and libraries can adopt (Agency for Toxic Substances and Disease Registry [ATSDR], 2024; University of California Cooperative Extension, 2024).

Impact

Describe the lasting impact of the project. Please include whether the program is open to the public and whether any materials developed will be available to the public.

The Urban Soil Health Through Traditional Composting program will create lasting impact by establishing a community-led model of environmental education and wellness that continues well beyond the two-year grant period.

The program directly connects residents—especially families, youth, and seniors in East San Jose—to nature through hands-on composting, plastic-free growing, and mindfulness sessions. These people-focused experiences transform environmental awareness into daily practice.

Beyond direct participation, the project's long-term impact will continue through:

- Trained community volunteers and partner organizations who will continue hosting composting and meditation sessions beyond the grant period.
- Ongoing collaborations with the San Jose Public Library – Tully Branch and Veggielution Community Farm, ensuring continued access to public educational events.
- Educational materials—including composting guides, biodegradable pot-making instructions, and environmental wellness resources—that will be publicly available through libraries, community partners, and Dhyan Foundation's digital channels.
- University-tested compost data shared transparently in workshops, reports, and online summaries.
- Continued outreach through The Inner World, Dhyan Foundation's public magazine on environment, wellness, and self-awareness (theinnerworld.in), where readers can subscribe to ongoing educational content and program updates.

These ongoing efforts will continue to improve soil quality, environmental literacy, and climate resilience in East San Jose—reducing plastic use, diverting organic waste from landfills, and fostering mindfulness-based community stewardship (U.S. Environmental Protection Agency [EPA], 2024; California Office of Environmental Health Hazard Assessment [CalEnviroScreen 4.0], 2023; Stanford University Center for Compassion and Altruism Research, 2023).

Climate Resilience

How does this project enhance and/or raise awareness about climate resilience? Please include any metrics that can be used to help quantity or understand the climate benefits of the project.

The Urban Soil Health Through Traditional Composting program strengthens climate resilience by restoring urban soils, reducing landfill emissions, and empowering residents to adopt regenerative, low-carbon lifestyles. Through education and hands-on action, it connects environmental awareness to tangible climate outcomes.

1. Climate-Adaptive Soil Practices

By teaching *Bos indicus* composting and natural soil enrichment, participants learn to convert household organic waste into nutrient-rich compost that:

Increases soil carbon by 0.3–0.5 tons per acre per year, improving long-term sequestration and soil health.

- Enhances water-holding capacity by 20–30%, reducing drought vulnerability in arid regions (University of California Cooperative Extension, 2024; U.S. Department of Agriculture [USDA], 2023).
- Reduces reliance on chemical fertilizers, cutting nitrous oxide emissions by up to 1.5 tons CO₂-eq per ton of compost applied (U.S. Environmental Protection Agency [EPA], 2024).

2. Waste-to-Resource Transformation

Residents will compost organics instead of discarding them, directly diverting waste from methane-producing landfills. Over two years, this effort will:

- Divert approximately 150 tons of organic waste
- Prevent an estimated 135 metric tons of CO₂-equivalent emissions
- Demonstrate scalable household-level climate action (EPA WARM Model, 2024; World Bank Urban Resilience Report, 2023).

3. Cleaner Soils and Healthier Ecosystems

By replacing chemical-intensive composts with microbe-rich, PFAS-tested natural compost, the project helps restore soil biodiversity and reduce pollutant load in community gardens and small urban plots (Agency for Toxic Substances and Disease Registry [ATSDR], 2024; Royal Society of Chemistry, 2024). This improves ecosystem functions that support pollinators and native plant growth—key elements of urban climate adaptation.

4. Behavioral and Emotional Resilience

Integrating meditation and mindfulness with sustainability training builds psychological resilience and community connectedness—traits linked to sustained environmental action (Stanford University Center for Compassion and Altruism Research, 2023).

Participants report greater mental well-being and stronger motivation to continue sustainable practices, reinforcing both social and ecological resilience.

5. Long-Term Climate Benefits

Over time, the project establishes a self-reinforcing cycle of education and action: residents generate and share compost, teach peers, and reduce local emissions through daily behavior changes. By empowering over 1,200 residents to participate in hands-on soil and waste recovery practices, the program embeds climate literacy and stewardship into community life—turning awareness into measurable environmental gains (Healthy Places Index, 2024; CalEnviroScreen 4.0, 2023).

Key Climate Metrics (2-Year Outlook)

- ≈150 tons of organic waste diverted, preventing about 135 metric tons of CO₂-equivalent emissions through landfill reduction (U.S. Environmental Protection Agency [EPA] WARM Model, 2024).
- 0.3–0.5 tons of soil carbon added per acre, enhancing long-term carbon sequestration and soil fertility (University of California Cooperative Extension, 2024).
- 20–30% increase in soil water-holding capacity, improving drought tolerance and reducing irrigation demand (U.S. Department of Agriculture [USDA], 2023).
- 30–40% reduction in chemical fertilizer use, leading to fewer nitrous-oxide emissions and lower soil contamination (California Department of Food and Agriculture [CDFA], 2024).
- ≥70% of participants adopting new sustainable practices, reflecting measurable behavioral and community resilience (Dhyan Foundation 2026 Evaluation Plan).

Describe the community support and/or community engagement process. Please upload any community support letters in the Documents Upload section below.

The Urban Soil Health Through Traditional Composting program is community-driven—developed in collaboration with local partners, volunteers, and residents who share a commitment to environmental education and wellness. Every activity is designed to help people connect directly with soil, sustainability, and self-awareness.

1. Collaborative Partnerships

- San Jose Public Library – Tully Branch: Confirmed host site for the first composting and meditation workshop on October 19, 2025, with library staff coordinating outreach and scheduling (San Jose Public Library, 2025).
- Veggielution Community Farm: In active discussions to host farm-based learning days that give residents hands-on experience in composting and regenerative growing (Veggielution, 2025).
- Supporting organizations: Contributions from Befriend Cows (eco-friendly tote bags) and Natural Earth Paint (non-toxic art materials) enhance program visibility and youth engagement.

These partnerships ensure equitable access to trusted community spaces and provide continuity for future workshops.

2. Public Participation and Inclusivity

All sessions are free and open to the public, serving families, youth, seniors, and residents from East San Jose's park-poor and underserved neighborhoods (California Office of Environmental Health Hazard Assessment [CalEnviroScreen 4.0], 2023; Healthy Places Index, 2024).

Workshops are offered in simple, accessible language, with visual demonstrations suitable for participants with varied educational or linguistic backgrounds.

Interactive elements—such as composting demos, biodegradable pot-making, and guided meditation—encourage cross-generational participation and help residents connect sustainability to daily life.

3. Building Local Capacity

The program fosters community leadership by training volunteers to co-lead sessions and manage compost units. Over the two-year period, at least 25 volunteers and educators will be trained to facilitate ongoing programs in libraries, schools, and farms.

This peer-led model ensures that activities continue beyond the grant, creating a sustainable local stewardship network (World Bank Urban Resilience Report, 2023).

4. Ongoing Communication and Engagement

Community connection continues beyond single events through:

- Weekly online meditation sessions open to all residents.
- In-person gatherings every Sunday at Dhyan Foundation's San Jose site, integrating wellness with environmental awareness.
- Periodic updates, photos, and soil-test results shared publicly through The Inner World magazine and partner platforms, promoting transparency and inspiration (Dhyan Foundation, 2025).

5. Expected Engagement Outcomes

- Engagement of ≈1,200 residents and ≈350 youth through all sessions and events.
- ≥70% participant adoption rate of sustainable practices (survey verified).
- Continuation of partnerships with libraries, farms, and community organizations for long-term program delivery.

By emphasizing accessibility, transparency, and volunteer leadership, the program strengthens community ownership of environmental learning—empowering East San Jose residents to care for both their soil and their shared natural spaces.

Underserved Communities

Describe how the project addresses open space needs for sensitive populations such as residents of park-poor neighborhoods, underserved, or disadvantaged communities, youth, seniors, persons with disabilities, or is located within an under-resourced community.

The Urban Soil Health Through Traditional Composting program directly serves East San Jose, a culturally diverse and under-resourced area identified as a Disadvantaged or Environmentally Burdened Community (DEC) under multiple state and federal tools.

According to CalEnviroScreen 4.0 (California Office of Environmental Health Hazard Assessment, 2023), several census tracts in East San Jose rank within the top 20% statewide for cumulative pollution exposure, limited park access, and high asthma and particulate matter rates. The Healthy Places Index (2024) places these same neighborhoods in the lowest quartile for environmental and economic opportunity, confirming long-standing inequities in access to safe outdoor spaces and clean environments.

U.S. Census Bureau (2023) data shows that:

- Approximately 11% of residents live below the poverty line, compared with 5% countywide.
- The median household income (~\$105,000) is well below the Santa Clara County average (~\$151,000).
- The area is home to predominantly Latino and Asian communities, with a high percentage of multigenerational and limited-English-proficiency households.
- Schools in the Alum Rock Union and Franklin-McKinley School Districts qualify as Title I schools under the National School Lunch Program, reflecting economic disadvantage and limited access to enrichment opportunities.

These indicators confirm that East San Jose residents face compounded environmental and social inequities, including:

- Limited access to safe green spaces and nature-based programs
- Elevated soil and air pollution exposure, and
- Fewer opportunities for environmental education and wellness activities within their neighborhoods.

Workshops at the San Jose Public Library – Tully Branch and (pending partnership) Veggielution Community Farm bring nature-based learning directly into trusted community spaces. Each session is free, inclusive, and presented in simple, easy-to-understand language, ensuring participation from families, youth, seniors, and residents with limited mobility.

The program integrates science, tradition, and mindfulness—teaching participants to compost safely, grow without plastic, and practice meditation as a tool for wellness and climate awareness. By combining practical training with inner balance, residents experience sustainability as a personal, daily practice.

- Youth gain STEM-aligned environmental learning through compost experiments, soil science, and data collection aligned with Next Generation Science Standards (NGSS).
- Seniors engage in gentle, meaningful outdoor activities that promote physical health and social connection.
- Families strengthen intergenerational bonds through shared composting, seed planting, and mindfulness-based climate action.

To keep engagement continuous and accessible, weekly Saturday online and Sunday in-person meditation sessions are offered, ensuring ongoing participation for residents of all ages and mobility levels.

By producing and testing natural compost free from PFAS and heavy metals, residents directly improve soil and food safety, turning learning into measurable community impact.

Through these ongoing, people-centered programs, East San Jose's libraries, farms, and public spaces are transformed into living classrooms for environmental equity and resilience—ensuring that underserved residents are not only participants but leaders in advancing sustainable change (CalEnviroScreen 4.0, 2023; Healthy Places Index, 2024; U.S. Census Bureau, 2023; Title I Data, California Department of Education, 2024).

Organizational Capacity

Briefly describe the organization and its ability to successfully implement this project. This might include successful past projects, key staff qualifications, financial resources, etc.

Dhyan Foundation is a registered 501(c)(3) nonprofit organization dedicated to environmental sustainability, animal welfare, and holistic education. The Foundation operates under a volunteer-driven model that prioritizes training, community engagement, and educational outreach, not infrastructure or capital development.

Experience and Track Record:

Dhyan Foundation has a long record of delivering impactful, education-based environmental initiatives across India, the United Kingdom, and Australia, where it has led large-scale sustainability, composting, and animal-care programs that reach thousands of participants annually. Globally, the Foundation manages daily feeding and medical care for over 70,000 stray, injured, and abandoned animals, while conducting free workshops on organic farming, composting, and zero-waste living (Dhyan Foundation Annual Report, 2023).

In the United States, Dhyan Foundation is in an active expansion phase, building local capacity and partnerships to deliver its first large-scale educational programs. In the Bay Area, the Foundation has established a consistent presence through:

- Weekly meditation and sustainability sessions, connecting wellness with environmental awareness.
- Educational booths at regional events such as the Bizerkeley Vegan Festival 2024, which reached 400+ families and distributed 200 eco-learning kits (Dhyan Foundation Outreach Report, 2024).
- Collaborations with the San Jose Public Library – Tully Branch, Natural Earth Paint, and Befriend Cows, providing sustainable materials and event engagement support.

These initiatives demonstrate Dhyan Foundation’s growing ability to deliver accessible, people-centered environmental education that combines science, tradition, and mindfulness.

Team and Expertise:

The Bay Area project team brings the expertise required for strong community delivery and accountability:

- A postdoctoral environmental engineer specializing in compost systems and soil regeneration.
- A senior HR and operations manager coordinating volunteers and logistics.
- Technical and supply-chain coordinators managing educational materials, data, and outreach.
- A network of trained volunteer instructors leading composting and meditation sessions in both English and bilingual formats.

This combination of scientific knowledge, operational experience, and community engagement ensures effective, measurable outcomes.

Financial Management and Oversight:

Dhyan Foundation maintains independent U.S. financial accounts, transparent reporting, and an internal review process for all grant funds. All resources will be used exclusively for educational programming, outreach, and compost testing—not capital improvements or administrative overhead.

For this project, Dhyan Foundation Bay Area will act as both applicant and fiscal administrator, ensuring direct accountability and compliance. Partner organizations such as the San Jose Public Library and Veggielution Community Farm serve strictly as collaboration sites, not fiscal sponsors.

With a proven international record, strong volunteer infrastructure, and emerging local partnerships, Dhyan Foundation is fully prepared to implement and sustain the Urban Soil Health Through Traditional Composting program—helping East San Jose residents build cleaner soil, stronger communities, and deeper environmental awareness.

Leadership & Innovation

Describe how this project employs innovative approaches or encourages collaboration and partnerships.

The Urban Soil Health Through Traditional Composting program demonstrates leadership by combining traditional ecological knowledge with modern scientific validation—creating one of the first community education initiatives in East San Jose to integrate lab-tested compost quality into environmental learning.

Scientific and Educational Innovation:

Most community composting programs rely on anecdotal results. This initiative introduces a rigorous scientific layer through university partnerships that analyze compost samples for PFAS, heavy metals, and microplastics (U.S. Environmental Protection Agency [EPA], 2024). These tests follow EPA Method 1633 and generate verifiable, publicly shared data—building community trust and transparency around soil health and regenerative practices. Participants not only learn to compost but also understand the science behind what makes soil safe, a crucial gap in urban sustainability education.

At the same time, the program revives *Bos indicus*-based composting, a traditional regenerative method shown to enhance microbial stability and reduce synthetic residues (Colorado State University, 2024; Indian Journal of Soil Science, 2023). By validating this ancient system through modern testing, the project bridges cultural wisdom with scientific evidence, making traditional composting relevant and credible to a new generation.

Mindfulness and Behavioral Innovation:

The program also pioneers the integration of meditation and mindfulness into environmental learning. Research shows mindfulness training improves pro-environmental behaviors and focus by 20–25% (Stanford University Center for Compassion and Altruism Research, 2023). By linking inner awareness with soil care, the initiative fosters both ecological and emotional resilience, helping participants sustain long-term behavior change.

Collaborative Leadership and Replicability

Innovation extends beyond content to collaborative delivery.

- San Jose Public Library – Tully Branch serves as the confirmed launch partner, bringing education into an accessible civic space.
- Veggielution Community Farm (in discussion) will host future field-based workshops.
- Natural Earth Paint and Befriend Cows contribute sustainable materials that engage youth and support local circular-economy values.

The program’s Compost Education Toolkit, combined with its publicly available lab results, creates a replicable framework that schools, libraries, and community farms can adopt countywide—without requiring infrastructure investment or specialized equipment.

Through this fusion of science, tradition, and wellness, Dhyana Foundation demonstrates a new model of evidence-based, people-driven climate education—empowering residents to make informed, sustainable choices rooted in both knowledge and mindfulness (World Bank Urban Resilience Report, 2023; U.S. EPA, 2024).

Documents Section

Document Uploads (please combine into one file if possible)

LOS_Merged.pdf

Additional files (if needed)

SiteDocuments_Merged.pdf

Additional files (if needed)

IRSDocument_Merged.pdf

Submitted Date - Internal

Summary Field:

Name: Average Score (no bonus)

Form: Staff Review

Summary Type: average

Field: Base Score Total

Decimal: 2

Currency: No

Description/Help Text: NONE

Short Name: NONE

Field Purpose: NONE

Filter:

- ALL:
 - isComplete | is | true

Summary Field:

Name: Total Count of Submitted Reviews

Form: Staff Review

Summary Type: count

Field: NONE

Decimal: NONE

Currency: No

Description/Help Text: NONE

Short Name: NONE

Field Purpose: NONE

Filter:

- ALL:
 - isComplete | is | true
 - Folder | is | Submitted

Program Application: File Attachments

Please upload a detailed version of your budget by accessing the link below:

Budget.xlsx

Document Uploads (please combine into one file if possible)

LOS_Merged.pdf

Additional files (if needed)

SiteDocuments_Merged.pdf

Additional files (if needed)

IRSDocument_Merged.pdf

Export Summary

<p>This document was exported from Numbers. Each table was converted to an Excel worksheet. All other objects on each Numbers sheet were placed on separate worksheets. Please be aware that formula calculations may differ in Excel.</p>		
Numbers Sheet Name	Numbers Table Name	Excel Worksheet Name
Instructions		
	Table 1	Instructions
Budget Form		
	Table 1	Budget Form
Sample Budget		
	Table 1	Sample Budget

Instructions

Santa Clara Valley Open Space Authority 2025 Urban Grant Program				
INSTRUCTIONS				
<p>Please provide a detailed project budget. More information, including a detailed list of direct and indirect costs, is available in the Urban Grant Program Guidelines (http://www.openspaceauthority.org/urban). A sample budget is included in a separate tab.</p> <p>The Budget Form in a separate tab in this document. The budget categories are listed below with a description of each field.</p>				
PROJECT				
Project Name:	The name of the project			
Organization:	The name of the organization requesting funding			
PERSONNEL				
<p>Estimate employee and volunteer time <u>directly related</u> to the project. Hourly rates for employees can include salary plus fringe benefits, payroll tax, etc, but can not include indirect costs. Note: please list position titles only.</p>				
Position title:	Title of each employee working directly on this project. Note: please list position title only.			
Description of Budget Item:	The amount of time (e.g. hours) and the hourly rate for each employee. Hourly rates can include salary plus fringe benefits, payroll taxes, etc, but can NOT include indirect costs. Please provide adequate detail to show how totals were calculated.			
Grant Request:	The amount requested from this Grant (if applicable).			
Matching Funds:	The amount funded through matching funds (if applicable).			
Total:	This column will be automatically calculated.			
CONTRACTED SERVICES				
<p>Labor, supplies, and materials to be provided by consultants/contractors for project implementation.</p>				
Item:	The item listed			

Instructions

Description of Budget Item:	Please provide a description of the item with adequate detail to show how totals were calculated.			
Grant Request:	The amount requested from this Grant (if applicable).			
Matching Funds:	The amount funded through matching funds (if applicable).			
Total:	This column will be automatically calculated.			
SUPPLIES AND MATERIALS				
Supplies and materials that are <u>directly related</u> to the project.				
Item:	The item listed			
Description of Budget Item:	Please provide a description of the item with adequate detail to show how totals were calculated.			
Grant Request:	The amount requested from this Grant (if applicable).			
Matching Funds:	The amount funded through matching funds (if applicable).			
Total:	This column will be automatically calculated.			
OTHER DIRECT COSTS				
Other direct costs that are <u>directly related</u> to the project. This might include travel, service fees for fiscal sponsorship, or newly-acquired equipment.				
Item:	The item listed			
Description of Budget Item:	Please provide a description of the item with adequate detail to show how totals were calculated.			
Grant Request:	The amount requested from this Grant (if applicable).			
Matching Funds:	The amount funded through matching funds (if applicable).			
Total:	This column will be automatically calculated.			
INDIRECT COSTS				
Indirect costs are eligible for grant funding only for 501(c)(3) Nonprofits and are <u>limited to 20%</u> of grant funding. Indirect costs cannot be counted as matching funds.				
Item:	20% Administrative overhead for Nonprofits			
Description of Budget Item:	Any additional description			
Grant Request:	The amount requested from this Grant (if applicable).			
	The percent of grant funding			

Instructions

Total:	This column will be automatically calculated.			
GRAND TOTAL				
Grant Request:	This column will be automatically calculated.			
Matching Funds:	This column will be automatically calculated.			
Total:	This column will be automatically calculated.			
COST SHARE				
A minimum of 25% of grant request in matching funds is required. A project budget with less than 25% of the grant request in matching funds does NOT meet the grant requirements and will not be considered for funding.				
Matching Funds:	This column will be automatically calculated.			
MATCHING FUNDS				
Please describe the source of matching funds listed above. This might include cash match (e.g. grantee's own funds, donations, grants, etc) or in-kind match (non-cash contribution such as volunteer time).				
Source:	The source of funding (e.g. In-kind contributions, Organization's contributions, Donations, Grant, etc.).			
Description:	Any additional description.			
Type of Match (cash or in-kind)	Indicate whether the funding is cash or in-kind match.			
Status of match (Secured or Pending)	Indicate whether the matching funds are secured or pending.			
Matching Funds:	The amount funded through matching funds.			

Budget Form

Santa Clara Valley Open Space Authority 2025 Urban Grant Program				
PROJECT BUDGET				
Highlighted cells are automatically calculated.				
PROJECT				
Project Name:	Urban Soil Health Through Traditional Composting			
Organization:	Dhyan Foundation, Inc			
PERSONNEL				
Estimate employee and volunteer time directly related to the project. Hourly rates for employees can include salary plus fringe benefits, payroll tax, etc, but can not include indirect costs. Note: please list position titles only.				
Position Title	Description of Budget Item	Grant Request (\$)	Matching Funds (\$)	Total
Coordinator / Trainer	7.5 hr/week × 11 wks/year × 2 yrs × \$20/hr = \$3,300. Leads workshops, manages volunteers, reporting	\$ 3,300.00		\$ 3,300.00
Plant & Compost Manager	5 hr/week × 11 wks/year × 2 yrs × \$20/hr = \$2,200. Maintains demo units, on-site setup.	\$ 2,200.00		\$ 2,200.00
Administrative Support	2.5 hr/week × 11 wks/year × 2 yrs × \$20/hr = \$1,100. Scheduling, data, communications	\$ 1,100.00		\$ 1,100.00
Guest Instruction (Specialized Workshops)	Specialized composting/PFAS/mindfulness sessions.	\$ 600.00		\$ 600.00
Volunteer Facilitators / Support			\$ 5,280.00	\$ 5,280.00
				\$ -
				\$ -
				\$ -
				\$ -

Budget Form

				\$	-
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				\$	-
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				\$	-
TOTAL PERSONNEL		\$ 7,200.00	\$ 5,280.00	\$	12,480.00
CONTRACTED SERVICES					
Labor, supplies, and materials to be provided by consultants/contractors for project implementation.					
Item	Description of Budget Item	Grant Request (\$)	Matching Funds (\$)	Total	
Community Education & Design Consultants	Development of bilingual outreach materials, composting guides, and environmental wellness visuals for workshops, booths, and libraries. Includes labor and design software costs.	\$ 2,500.00		\$ 2,500.00	
Printing & Event Production Vendors	Print outreach materials, banners, posters, and produce short educational videos highlighting composting and sustainability practices.	\$ 2,000.00		\$ 2,000.00	
Translation & Accessibility Services	Translate educational content into Spanish and Vietnamese; provide layout adjustments for readability and accessibility.	\$ 1,500.00		\$ 1,500.00	
University Laboratory Testing (2 Rounds)	Compost sample testing for PFAS, heavy metals, and microplastics (EPA Method 1633). Includes data interpretation and simplified community-friendly reporting.	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	
				\$	-

Budget Form

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TOTAL CONTRACTED SERVICES		\$ 8,000.00	\$ 2,000.00	\$ 10,000.00	
SUPPLIES AND MATERIALS					
Supplies and materials that are <u>directly related</u> to the project.					
Item	Description of Budget Item	Grant Request (\$)	Matching Funds (\$)	Total	
Composting Demonstration Materials	Compost bins, aerators, thermometers, natural soil additives, and organic-waste containers for hands-on demonstrations.	\$ 7,500.00		\$ 7,500.00	
Biodegradable Pot-Making Kits & Eco Supplies	Supplies for cow-manure pot-making and seed-starting kits; includes biodegradable materials for plastic-free growing.	\$ 7,000.00	\$ 1,500.00	\$ 8,500.00	
Educational & Youth Engagement Materials	Compost experiment kits, posters, NGSS-aligned handouts, and interactive learning supplies for families and youth participants.	\$ 6,200.00	\$ 1,000.00	\$ 7,200.00	

Budget Form

Seed Library & Participant Kits	Seeds, compost samples, and small take-home educational kits distributed during workshops and farm events.	\$ 5,000.00	\$ 500.00	\$ 5,500.00	
Reusable Workshop Props & Teaching Tools	Buckets, trays, gloves, and other low-cost demonstration items reused throughout the program.	\$ 4,000.00	\$ 1,000.00	\$ 5,000.00	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
TOTAL SUPPLIES AND MATERIALS		\$ 29,700.00	\$ 4,000.00	\$ 33,700.00	
OTHER DIRECT COSTS					
Other direct costs that are <u>directly related</u> to the project. This might include travel, service fees for fiscal sponsorship, or newly-acquired equipment.					
Item	Description of Budget Item	Grant Request (\$)	Matching Funds (\$)	Total	
Large Vehicle Rentals (Workshops & Sites)	Short-term rentals to transport planters and composting materials between demonstration sites, libraries, and farms.	\$ 2,000.00		\$ 2,000.00	
Volunteer Local Transport (Uber/BART)	Reimbursement for volunteer travel to outreach events and workshops.	\$ 1,200.00		\$ 1,200.00	

Budget Form

Gas / Fuel Costs	Fuel for local transport related to events, outreach deliveries, and compost demonstrations.	\$ 400.00		\$ 400.00	
Heavy Equipment Rental (Educational Use)	Temporary Bobcat or similar equipment (3 weeks) for compost-prep and soil-aeration demonstrations.	\$ 2,200.00		\$ 2,200.00	
Event Registration Fees	8 booths × \$500 = \$4,000 for community outreach events to engage public audiences.	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	
Volunteer Fuel & Logistics	3 volunteers × \$10 × 100 weeks = \$3,000 in-kind fuel and transport support.		\$ 3,000.00	\$ 3,000.00	
Donated Transport Support	Borrowed vehicles and logistical assistance for local deliveries and setup.		\$ 13,000.00	\$ 13,000.00	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
TOTAL OTHER DIRECT COSTS		\$ 7,800.00	\$ 18,000.00	\$ 25,800.00	
INDIRECT COSTS					
Indirect costs are eligible for grant funding only for 501(c)(3) Nonprofits and are <u>limited to 20%</u> of grant funding. Indirect costs cannot be counted as matching funds.					
Item	Description of Budget Item	Grant Request (\$)	Matching Funds (\$)	Total	

Budget Form

			n/a	\$ -	
TOTAL INDIRECT COSTS		\$ -	n/a	\$ -	
PERCENT OF GRANT REQUEST		0.0%	n/a	n/a	
GRAND TOTAL					
		Grant Request (\$)	Matching Funds (\$)	Total	
TOTALS		\$ 52,700.00	\$ 29,280.00	\$ 81,980.00	
COST SHARE					
				Matching Funds (%)	
A minimum of 25% of grant request in matching funds may be required. This field is automatically calculated.				55.6%	
MATCHING FUNDS					
Please describe the source of matching funds listed above. The total matching funds listed here should match the total matching funds listed under Grand Total above. This might include cash match (e.g. grantee's own funds, donations, grants, etc) or in-kind match (non-cash contribution such as volunteer time).					
Source	Description	Type of Match (cash or in-kind)	Status of match (Secured or Pending)	Matching Funds (\$)	
Dhyan Foundation Cash Contribution	Direct organizational funds for program supplies, outreach coordination, and logistics.	\$ 2,000.00		\$ 2,000.00	
Volunteer Labor (Facilitators, Instructors, Event Support)	3 volunteers × 4 hr/week × 11 weeks/year × 2 years × \$20/hr for workshops, events, and translation.		\$ 5,280.00	\$ 5,280.00	

Budget Form

University Partner In-Kind Support	Discounted compost-testing services and faculty oversight (EPA Method 1633).		\$ 2,000.00	\$ 2,000.00	
Community Partner Donations	Materials from Befriend Cows (eco totes), Natural Earth Paint (non-toxic art supplies), and Tully Seed Library (heirloom seeds).		\$ 4,000.00	\$ 4,000.00	
Volunteer Gas and Transport Support	3 volunteers × \$10 × 100 weeks = \$3,000, covering local travel and deliveries.		\$ 3,000.00	\$ 3,000.00	
Donated Transport / Event Support	Borrowed vehicles, equipment, and booth sponsorships from community partners.		\$ 13,000.00	\$ 13,000.00	
TOTAL MATCHING FUNDS		\$ 2,000.00	\$ 27,280.00	\$ 29,280.00	

Sample Budget

Santa Clara Valley Open Space Authority 2025 Urban Grant Program				
PROJECT BUDGET				
Highlighted cells are automatically calculated.				
PROJECT				
Project Name:	XYZ Project			
Organization:	XYZ Nonprofit			
PERSONNEL				
Estimate employee and volunteer time <u>directly related</u> to the project. Hourly rates for employees can include salary plus fringe benefits, payroll tax, etc, but can not include indirect costs. Note: please list position titles only.				
Position Title	Description of Budget Item	Grant Request (\$)	Matching Funds (\$)	Total
Project Manager	100 hours @ \$100/hr. Manages all aspects of XYZ project, including budget and grant management	\$ 10,000.00		\$ 10,000.00
Volunteer Coordinator	100 hours @ \$50/hr. Coordinates volunteer recruitment, training, and scheduling.	\$ 5,000.00		\$ 5,000.00
Volunteers	200 hours @ \$28.46. Community volunteers assist with outreach, planting, and other project tasks.		\$ 5,692.00	\$ 5,692.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Sample Budget

TOTAL CONTRACTED SERVICES		\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	
SUPPLIES AND MATERIALS					
Supplies and materials that are <u>directly related</u> to the project.					
Item	Description of Budget Item	Grant Request (\$)	Matching Funds (\$)	Total	
Training materials	Training binder and name badges for 50 volunteers @ \$10 per person	\$ 500.00		\$ 500.00	
Brochures	Printing 2000 color tri-fold brochures @ .55 ea	\$ 1,100.00		\$ 1,100.00	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
TOTAL SUPPLIES AND MATERIALS		\$ 1,600.00	\$ -	\$ 1,600.00	
OTHER DIRECT COSTS					
Other direct costs that are <u>directly related</u> to the project. This might include travel, service fees for fiscal sponsorship, or newly-acquired equipment.					

Sample Budget

Item	Description of Budget Item	Grant Request (\$)	Matching Funds (\$)	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL OTHER DIRECT COSTS		\$ -	\$ -	\$ -
INDIRECT COSTS				
Indirect costs are eligible for grant funding only for 501(c)(3) Nonprofits and are <u>limited to 20%</u> of grant funding. Indirect costs cannot be counted as matching funds.				
Item	Description of Budget Item	Grant Request (\$)	Matching Funds (\$)	Total
10% Administrative overhead for Nonprofits		\$ 880.00	n/a	\$ 880.00
TOTAL INDIRECT COSTS		\$ 880.00	n/a	\$ 880.00
PERCENT OF GRANT REQUEST		4.8%	n/a	n/a

Sample Budget

GRAND TOTAL					
		Grant Request (\$)	Matching Funds (\$)	Total	
TOTALS		\$ 18,480.00	\$ 6,692.00	\$ 25,172.00	
COST SHARE					
				Matching Funds (cash or in-kind)	
A minimum of 25% of grant request in matching funds may be required.				36.21%	
MATCHING FUNDS					
Please describe the source of matching funds listed above. The total matching funds listed here should match the total matching funds listed under Grand Total above. This might include cash match (e.g. grantee's own funds, donations, grants, etc) or in-kind match (non-cash contribution such as volunteer time).					
Source	Description	Type of Match (cash or in-kind)	Status of match (Secured or Pending)	Matching Funds (\$)	
Volunteer support for XYZ Nonprofit		in-kind	pending	\$ 5,692.00	
Grant from XYZ Foundation	Grant to fund evaluation consultant	cash	secured	\$ 1,000.00	

Sample Budget

TOTAL MATCHING FUNDS				\$ 6,692.00	

Table of Content

#	Document Title	Description
1	Letter of Support - San Jose Public Library – Tully Branch	Letter of Support from San Jose Public Library – Tully Branch
2	Veggielution Partnership Email	Veggielution Partnership Email: Scheduled for 16th Oct, 2025
3	Tully Library Email Chain	Tully Library Email Chain- From Seed donation to scheduling first event in Library to Letter of Support.
4	Bizerkeley Food Fest 2025 Approval Email	Bizerkeley Food Fest 2025 Approval Email :
5	San Francisco Vegan Society Approval Email	San Francisco Vegan Society Approval Email - 1st Nov, 2025
6	Natural Earth Paint Donation Email Chain	Email chain of Natural Earth Paint Donation for Bizerkeley Food Fest

Tully Community Branch Library
San José Public Library

October 4, 2025

Urban Grant Program Review Committee
Santa Clara Valley Water District

Re: Letter of Support for Dhyan Foundation, Inc.

To Whom It May Concern,

On behalf of the Tully Community Branch Library, I am pleased to support Dhyan Foundation, Inc. in their grant application.

The library has recently collaborated with Dhyan Foundation on community programming around sustainable gardening. We provided seeds through our ongoing Tully Seed Library program that were distributed at the Bizerkeley Vegan Festival, where Dhyan Foundation also highlighted our seed library resources to local families.

In addition, we are partnering on an upcoming program at Tully Community Branch Library on October 19, "Growing Saffron and Traditional Composting." This educational workshop will introduce participants to saffron cultivation and traditional composting practices that promote soil health and sustainable food systems.

We value this partnership and believe Dhyan Foundation's work will enhance our shared mission of community education, sustainability, and engagement. We look forward to continued collaboration on future monthly or bi-weekly programs.

Thank you for considering this request. Please feel free to contact me if further information is needed at Cassidy.Pham@sjlibrary.org or (408)808-3030.

Sincerely,



Cassidy Pham
Librarian
Tully Community Branch Library
San José Public Library



Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

Partnership Opportunities between Dhyan Foundation & Veggielution

12 messages

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

Sat, Sep 20, 2025 at 6:52 PM

To: claudia@veggielution.org

Hi Claudia,

My name is **Sakshi**, a volunteer with **Dhyan Foundation**. I visited Veggielution in August and had a chance to connect briefly with you then. Catherine also kindly followed up with me last week, and I'm now reaching out on behalf of Dhyan Foundation to continue the conversation.

Dhyan Foundation is a 501(c)(3) nonprofit with a global presence (UK, India, Australia, and beyond), now expanding its footprint in the Bay Area. Dhyan Foundation has a new site under development in San Jose that will serve as a **meditation and sustainability learning center**, and a U.S. website is also under construction.

To give you a sense of the background, here are a few initiatives currently offered through Dhyan Foundation in India:

- [Environmental Sustainability Initiatives](#)
- [Healing Through Art and Asanas Workshop](#)
- [About Dhyan Foundation](#)
- [Harmonious Living Workshop](#)
- [Youth Internship](#)

These global initiatives guide and inspire the work Dhyan Foundation is now building in the Bay Area.

We also understand from our earlier conversation that **Veggielution is looking for support in environmental initiatives on weekends**. We'd be glad to align. For example, one of our active volunteers, **Fuhar**, who is currently pursuing a postdoc in Environmental Science at UC Berkeley, has agreed to support Veggielution through environmental programming or educational sessions. We'd be more than happy to connect him and include him in our further conversations if that would be helpful.

Alongside this, Dhyan Foundation has already begun engaging the Bay Area community around environmental and wellness initiatives. A few recent highlights include:

- At the **Bizerkeley Vegan Fest (Sept 7, 2025)**, families loved our **eco-painting and sustainability activities**. We were supported by Natural Earth Paint and Befriend Cows, who provided eco-friendly paints and tote bags that were a big hit.
- The **San Jose Public Library – Tully Branch** has kindly shared seed donations with us. We're now in the process of scheduling a **composting session in October** and finalizing dates for a **meditation session** with their team.

We've attached a few photos to share the energy and community engagement from these events.

We'd love to explore partnership opportunities — whether through **joint sessions, volunteer support, or co-designed environmental programming**.

We are also currently applying for local grants, where partnership with like-minded organizations like Veggielution greatly strengthens our community impact. At the right time, we would be grateful for your support in that process as well.

Please let me know if you'd be open to a short call or meeting to discuss how we might collaborate.

Thanks,
Dhyan Foundation, Inc





Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
 To: claudia@veggielution.org

Thu, Sep 25, 2025 at 3:35 PM

Hi Claudia,

Just wanted to quickly follow-up on this. Did you get a chance to go through this? Is there anything needed on our end: Maybe, a detailed plan ?

Thanks,
Sakshi Sachdev
[Quoted text hidden]

Claudia Damiani <claudia@veggielution.org>
To: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

Sun, Sep 28, 2025 at 6:40 AM

Hello,

Thank you for your patience. I would like to meet via zoom and discuss about volunteer opportunities and support with the environmental education program. My schedule is packed for the next two weeks, but we could meet starting the third week in October. What times work best for you?

Thank you for reaching out!

Claudia



Claudia Damiani
Program Director
claudia@veggielution.org
[Instagram](#) | [Website](#) | [Linkedin](#)
[Schedule a meeting with me](#)

[Quoted text hidden]

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
To: Fuhar Dixit <fuhardix@gmail.com>

Wed, Oct 1, 2025 at 8:49 AM

[Quoted text hidden]

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
To: Claudia Damiani <claudia@veggielution.org>
Cc: Fuhar Dixit <fuhardix@gmail.com>

Thu, Oct 2, 2025 at 2:30 PM

Hi Claudia,

Thank you for getting back. We'd be glad to connect on Friday, October 24 after 1:00 PM, or alternatively on October 25 or 26 anytime after 11:00 AM. Please let us know which option works best for you, and we'll send over a Zoom link.

Looking forward to our conversation!

Best regards,
Dhyan Foundation, Inc

[Quoted text hidden]

Claudia Damiani <claudia@veggielution.org>
To: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
Cc: Fuhar Dixit <fuhardix@gmail.com>

Thu, Oct 2, 2025 at 2:38 PM

Friday, October 24th at 1:15 pm works for me. Thank you

[Quoted text hidden]

--

[Quoted text hidden]

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

Wed, Oct 8, 2025 at 10:02 PM

To: Claudia Damiani <claudia@veggielution.org>

Cc: Fuhar Dixit <fuhardix@gmail.com>

Hi Claudia,

Thank you for confirming. Let's meet on **Friday, October 24 at 1:15 PM Pacific Time**.

Here are the Zoom details:

Zoom Link: <https://us04web.zoom.us/j/6091492412?pwd=QVpKaXhpNDIxUHhndXIKMFFnYVN0Zz09&omn=79202913592>

Meeting ID: 609 149 2412

Passcode: 1ta0pj

Looking forward to our conversation!

Best regards,
Dhyan Foundation, Inc

[Quoted text hidden]

Claudia Damiani <claudia@veggielution.org>

Thu, Oct 9, 2025 at 4:39 PM

To: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

I am sorry, but that time is no longer available. Could you please use this link to [Schedule a meeting with me?](#)

[Quoted text hidden]

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

Thu, Oct 9, 2025 at 4:54 PM

To: Claudia Damiani <claudia@veggielution.org>

Hi Claudia,

Thanks for getting back and sending a link to schedule a meeting. I've set-up a 30 mins call on 16th Oct at 3:00 PDT [Using our personal email-ids]. Please let us know if that works for you ?

Feel free to cancel the one we scheduled at 3:30 PDT. It was by mistake. Apologies for the inconvenience.

Thanks,
Dhyan Foundation

[Quoted text hidden]

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

Sat, Oct 11, 2025 at 12:54 PM

To: Claudia Damiani <claudia@veggielution.org>

Cc: Fuhar Dixit <fuhardix@gmail.com>

Hi Claudia,

Hope you're doing well!

We wanted to share that Dhyan Foundation will be hosting its **first Gardening & Composting Talk** at the **San Jose Public Library – Tully Branch** on **Saturday, October 19, from 12:00–2:00 PM**.

This interactive session will explore **Growing Saffron and Traditional Composting**, along with natural, fertilizer-free gardening practices for healthy soil and thriving plants. We'll also discuss how traditional methods—such as cow dung composting and seasonal planting—support sustainable food systems and biodiversity.

You can find full event details here:

[🔗 Tully Library – Gardening & Composting Program](#)

We'd love to invite you and the Veggielution team to join us, and if possible, we'd greatly appreciate your help in **spreading the word** among your community or volunteers who may be interested.

Looking forward to connecting on **October 16, from 3:00 PDT** for our partnership call — and excited to explore ways to collaborate on environmental education and community programming.

Thanks,
Dhyan Foundation, Inc.

[Quoted text hidden]

Claudia Damiani <claudia@veggielution.org>
To: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
Cc: Fuhar Dixit <fuhardix@gmail.com>

Sun, Oct 12, 2025 at 3:23 AM

Thank you for the invitation. I will be sure to share it among our volunteers.

Next Sunday is my daughter's birthday, so I will not be able to join you. I wish you the best with the event, it looks very interesting.

Thank you for considering us



Claudia Damiani
Program Director
claudia@veggielution.org
[Instagram](#) | [Website](#) | [Linkedin](#)
[Schedule a meeting with me](#)

[Quoted text hidden]

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
To: Claudia Damiani <claudia@veggielution.org>
Cc: Fuhar Dixit <fuhardix@gmail.com>

Sun, Oct 12, 2025 at 1:21 PM

Hi Claudia,

Thank you so much for sharing the event with your volunteers—really appreciate it!

And happy early birthday to your daughter! Totally understand you won't be able to join next Sunday. We'll send over a brief recap and photos afterward so you can see how it went.

Thanks again for the support, and enjoy the birthday celebrations!

Warmly,
Dhyan Foundation, Inc.

[Quoted text hidden]



Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

Request for Seed Donations for Sept 7 Community Booth

23 messages

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

Sun, Aug 24, 2025 at 11:42 AM

To: cassidy.pham@sjlibrary.org

Dear Cassidy Pham and Tully Seed Library Team,

I hope you are well. I'm writing on behalf of Dhyan Foundation, a 501(c)(3) nonprofit with a new center in San Jose focused on sustainable urban farming, composting, and environmental education.

On ****September 7, 2025****, we'll have a booth at the Bizerkeley Vegan Fest — Northern California's largest vegan festival. We aim to inspire attendees with interactive gardening activities and would love to include seed packets (vegetables, herbs, or flowers) as part of our educational display. We can gladly provide a tax receipt for any contributions.

We also plan to host free workshops throughout the year across the Bay Area, where donated seeds will continue to benefit families, youth, and community gardeners.

Would Tully Seed Library be able to support us for this event or any future programs?

Warm regards,
Dhyan Foundation Team

Pham, Cassidy <Cassidy.Pham@sjlibrary.org>

Sun, Aug 24, 2025 at 12:34 PM

To: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

Good day,

Certainly. If your team is interested in seed donations, we have excess seeds of Shirley poppy, Morning 4 o'clock, Thai basil, Common mint, Buttercrunch lettuce, and Imperator carrots that your team can claim and distribute at your booth. Let me know if that's something your organization is interested in, and we can arrange for a date and time for pick up.

Much obliged,

Cassidy Pham
Librarian II
San José Public Library
Tully Community Branch Library
[880 Tully Rd., San José, CA 95111](https://www.sjlibrary.org/locations/tully-community-branch)
408-808-3030

From: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>**Sent:** Sunday, August 24, 2025 11:42 AM**To:** Pham, Cassidy <Cassidy.Pham@sjlibrary.org>**Subject:** Request for Seed Donations for Sept 7 Community Booth

[External Email. Do not open links or attachments from untrusted sources. [Learn more](#)]

You don't often get email from bayarea.dhyanfoundation.com@gmail.com. [Learn why this is important](#)

[Quoted text hidden]

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
To: "Pham, Cassidy" <Cassidy.Pham@sjlibrary.org>

Mon, Aug 25, 2025 at 10:16 AM

Dear Cassidy,

Thank you so much for your generous offer — we would be delighted to receive a variety of the seeds you mentioned (Shirley poppy, Morning 4 o'clock, Thai basil, Common mint, Buttercrunch lettuce, and Emperor carrots). They will be perfect for our booth and for our upcoming community workshops.

This weekend would be a great time for us to pick them up if that works for your team. Please let us know a date and time that would be convenient for you, and we'll be happy to stop by.

We're truly grateful for your support and excited to share these seeds with the community at the Bizerkeley Vegan Fest and beyond.

Warm regards,
Dhyan Foundation Team

[Quoted text hidden]

Pham, Cassidy <Cassidy.Pham@sjlibrary.org>
To: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

Wed, Aug 27, 2025 at 6:25 PM

Good day,

Excellent. We'll have them prepared for pick up—feel free to visit us this Saturday to pick up the seeds at the front desk. We are open 10AM and close at 6PM.

Much obliged,

Cassidy Pham
Librarian II
San José Public Library
Tully Community Branch Library
[880 Tully Rd., San José, CA 95111](https://www.sjpl.org/locations/tully)
408-808-3030

From: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
Sent: Monday, August 25, 2025 10:16 AM
To: Pham, Cassidy <Cassidy.Pham@sjlibrary.org>
Subject: Re: Request for Seed Donations for Sept 7 Community Booth

[Quoted text hidden]

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
To: "Pham, Cassidy" <Cassidy.Pham@sjlibrary.org>

Wed, Aug 27, 2025 at 7:43 PM

Dear Cassidy and Tully Seed Library Team,

Thank you so much for preparing the seeds for us — we'll plan to stop by on Saturday to pick them up. These will be a wonderful addition to our family-friendly gardening activity at the upcoming Vegan Fest.

We also see this as a great first step toward connecting our community programs with the library's mission. Beyond the festival, we'd love to explore opportunities to collaborate — perhaps by co-hosting seed-saving or gardening workshops with local families and youth.

We'll be in touch after the event with some photos and updates.

Warmly,
Dhyan Foundation, Inc

[Quoted text hidden]

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
To: "Pham, Cassidy" <Cassidy.Pham@sjlibrary.org>

Wed, Sep 10, 2025 at 7:25 AM

Dear Cassidy and Tully Seed Library Team,

I hope you are well! I wanted to share a quick update from the Bizerkeley Vegan Fest this past weekend. The seeds you generously shared were such a hit — families loved taking them home, and many attendees were excited to learn about the Tully Seed Library through the flyers we displayed at our booth. Thank you again for helping us make the activity engaging and meaningful for the community.

We'll be sending along photos from the event later this week once they're organized. We also plan to post on our Instagram and would love to tag [@sanjoselibrary](#) to highlight your support — please let us know if that's the best handle to use.

Looking ahead, we'd love to continue building on this collaboration by arranging a meditation session at Tully Library, ideally sometime after September 28th. Would your team be open to exploring possible dates for a workshop?

Warm regards,
Dhyan Foundation, Inc

[Quoted text hidden]

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
To: "Pham, Cassidy" <Cassidy.Pham@sjlibrary.org>

Sat, Sep 13, 2025 at 12:38 PM

Dear Cassidy and Tully Seed Library Team,

I hope you are well! We wanted to share a quick update and some photos from the **Bizerkeley Vegan Fest** this past weekend.

The seeds you generously shared were such a hit — families loved taking them home, and many attendees were excited to learn about the **Tully Seed Library** through the flyers we displayed at our booth. The prize wheel, where participants could win seed packets, was especially popular and made the activity very engaging.

Along with the seeds, we also distributed tote bags, and our **donation box helped raise funds for the adoption of cows and dogs** — adding another layer of impact to the event. The symbolic **gada (mace)** was also a fun interactive element that drew a lot of interest.

Please find a few photos attached highlighting:

- Prize wheel displaying free seeds
- Handing out seeds and sharing info about the seed library
- Seeds and tote bags on display

- Donation box supporting animal adoption initiatives
- Community members engaging with the booth and activities

We'll also be posting on Instagram later this week and would love to tag **@sanjoselibrary** to highlight your support — please confirm if that's the best handle to use.

Looking ahead, we'd love to continue this collaboration by arranging a **meditation and/or composting session at Tully Library**, ideally sometime after **September 28th**. Would your team be open to exploring possible dates?

Warm regards,
Dhyan Foundation, Inc

[Quoted text hidden]

4 attachments



SeedsAndInfo.jpeg
232K



SeedsAndInfo2.jpeg
239K



PriceWheel.jpeg
263K



DonationBoxes.jpeg
270K

Pham, Cassidy <Cassidy.Pham@sjlibrary.org>
To: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

Mon, Sep 15, 2025 at 10:39 AM

Good day,

We are happy to hear that the donated seeds were well received by the public at the event. I will speak to my fellow staff member, Diep Nguyen, who facilitates all adult programs, to see if there is

space and availability on our schedule for a meditation session at Tully. As I handle all 'seed library' related events, I'd be happy to work with you in terms of the composting session--likely for October. What day of the week, and at what time would you like for us to host the program? Let me know, and we can narrow down dates and times that works best with us.

Much obliged,

Cassidy Pham
Librarian II
San José Public Library
Tully Community Branch Library
[880 Tully Rd., San José, CA 95111](https://www.sjlibrary.org/locations/tully)
408-808-3030

From: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

Sent: Saturday, September 13, 2025 12:38 PM

[Quoted text hidden]

[Quoted text hidden]

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
To: "Pham, Cassidy" <Cassidy.Pham@sjlibrary.org>

Thu, Sep 18, 2025 at 8:57 PM

Dear Pham,

Thank you so much for your kind note and for confirming interest in both the composting and meditation sessions. We are very excited to collaborate with the Tully Branch on these community programs.

It would be wonderful if you could kindly connect us with Diep Nguyen regarding the meditation session, so we may coordinate further on schedule and planning.

For composting, would the first week of October be possible? Saturdays in the early morning generally work best for our team, though we are open to aligning with the library's availability.

Looking forward to your thoughts and to finalizing dates that work well for everyone.

Warm regards,
Dhyan Foundation, Inc.

[Quoted text hidden]

Pham, Cassidy <Cassidy.Pham@sjlibrary.org>
To: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

Mon, Sep 22, 2025 at 12:33 PM

Good day,

I've reached out to Diep regarding whether they'd be interested in having a meditation session. Until she gets in touch with you, we'd be happy to composting program at the library on a Saturday. Either the 4th or the 11th on October works with us. The library opens its doors to the public at 10, and we do have the Family Learning Center room available for programming on both days between 10AM to 2PM. At what time would you like to have us host the program? Additionally, will you be requiring any special equipment or accommodations from us?

Let me know which day and time you'd like the program, and forward me an image, and details regarding what will be taught or whatever activities participants will be doing in the program. I will create the necessary flyers and post the event on the library website. Below is an example of the event page at our website with the Master Gardeners, who we work closely.

<https://sjpl.bibliocommons.com/events/68cc3b224448c416641a2488>



Master Gardeners Talk: Three Sister Gardening

Join us for a Master Gardeners Talk program on the topics of Three Sisters Gardening which is the traditional Native American method of planting corn, beans, and squash (hence the name, "Three Sisters") together. Presenter: Aparna Bugwadia. This is a FREE in-person program. Attendants can park for 90 minutes free at the Fourth Street Garage across

sjpl.bibliocommons.com

□

Much obliged,

Cassidy Pham
 Librarian II
 San José Public Library
 Tully Community Branch Library
[880 Tully Rd., San José, CA 95111](https://www.sjpl.org/880-Tully-Rd.-San-José-CA-95111)
 408-808-3030

From: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

Sent: Thursday, September 18, 2025 8:57 PM

[Quoted text hidden]

[Quoted text hidden]

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

To: Fuhar Dixit <fuhardix@gmail.com>

Mon, Sep 22, 2025 at 1:45 PM

[Quoted text hidden]

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

To: "Pham, Cassidy" <Cassidy.Pham@sjlibrary.org>

Tue, Sep 23, 2025 at 5:02 PM

Hi Cassidy,

Thanks for getting back on this, I've asked around in the team. Will get back to you this week.

Thanks,
 Sakshi Sachdev

[Quoted text hidden]

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

To: "Pham, Cassidy" <Cassidy.Pham@sjlibrary.org>

Cc: Fuhar Dixit <fuhardix@gmail.com>

Fri, Sep 26, 2025 at 6:41 AM

Dear Cassidy,

Thank you so much for working with us on hosting a composting session at the library. We had initially suggested the first week of October, but we're now planning the session around **planting saffron**, which requires a slightly later date. With that in mind, we'd love to request **Sunday, October 19th** instead. My apologies for the change, and I hope this new date will still work well with the library's calendar.

This will be an engaging, hands-on program on traditional composting practices, with the unique addition of **saffron planting as part of the demonstration**. The session will be led by our volunteer **Fuhar Dixit, a Postdoctoral Researcher in Environmental Engineering at UC Berkeley**, who brings both academic expertise and a passion for environmental education.

Would it be possible to reserve the **Family Learning Center room** between **11:30 AM – 2:00 PM on Oct 19th**? If available, we'd prefer a start time around **11:30 or 12 PM**. We don't anticipate needing special equipment beyond chairs and tables, but we're happy to follow the library's recommendations.

Once the date and time are confirmed, I'll forward you a program image and a short description for your flyer and the event webpage.

We're really grateful for your support in bringing this unique and educational event to the community.

Warm regards,
Dhyan Foundation, Inc

[Quoted text hidden]

Pham, Cassidy <Cassidy.Pham@sjlibrary.org>
To: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
Cc: Fuhar Dixit <fuhardix@gmail.com>

Fri, Sep 26, 2025 at 11:30 AM

Good day,

We've reserved the FLC room for your organization for your program Sunday, October 19th, from 12-2PM. The library opens its doors to the public at 12, so you may want to consider shifting the starting time to 12:15/12:30 if you require setup.

Please proceed with providing us the image and short description, and we will begin marketing the program on our side of things.

Much obliged,

Cassidy Pham
Librarian II
San José Public Library
Tully Community Branch Library
[880 Tully Rd., San José, CA 95111](#)
408-808-3030

From: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

Sent: Friday, September 26, 2025 6:41 AM

To: Pham, Cassidy <Cassidy.Pham@sjlibrary.org>

Cc: Fuhar Dixit <fuhardix@gmail.com>

[Quoted text hidden]

[Quoted text hidden]

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
To: "Pham, Cassidy" <Cassidy.Pham@sjlibrary.org>
Cc: Fuhar Dixit <fuhardix@gmail.com>

Mon, Sep 29, 2025 at 8:13 PM

Dear Cassidy,

Thank you! Sunday, October 19 from 12–2 PM works great. We'll plan to start at **12:30 PM** and use 12:00–12:30 for setup.

I've attached the promo image, and here's the program description you can use:

Growing Saffron and Traditional Composting with Cow Dung

*Join us for an educational gardening program on **Growing Saffron and Traditional Composting with Cow Dung**, along with an exploration of natural, fertilizer-free backyard gardening practices.*

We will discuss how saffron, the “golden spice,” is cultivated and harvested, and how cow dung composting creates nutrient-rich soil that supports healthy plants without synthetic inputs. In addition, participants will discover diverse home gardening techniques through a showcase of vegetables, fruits, herbs, and flowers—including corn, cucumbers, chilies, gourds, pineapple, calendula, cosmos, and columbines—all grown without chemical fertilizers.

This session will highlight the history and science of these methods, their role in sustainable food systems, and practical steps to apply them at home or in community gardens.

For setup, we'll need:

- 1 table and a few chairs
- Access to a projector/screen (HDMI)
- A nearby outlet
- A small quantity of soil and a few pots (we'll bring the rest of the materials)

Could you please confirm if we're allowed to bring **planters and soil in sealed containers** for the demonstration?.

Thanks,
Dhyan Foundation, Inc





[Quoted text hidden]

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
 To: "Pham, Cassidy" <Cassidy.Pham@sjlibrary.org>
 Cc: Fuhar Dixit <fuhardix@gmail.com>

Tue, Sep 30, 2025 at 9:12 PM

Dear Cassidy,

Thank you again for reserving the FLC room for us on **Sunday, October 19** and for helping us move forward with the program details. We're really excited to bring this unique session on **Growing Saffron and Traditional Composting** to the community, and we appreciate your support in making it happen.

As we had spoken about when I visited the library to collect seeds, I wanted to kindly follow up regarding a **Letter of Support**. We are currently applying for local community grants, with a deadline of **October 7**, and a short letter from the library would strengthen our application tremendously.

It would be especially meaningful if the letter could highlight:

- The **Tully Seed Library's collaboration** with us, including the seeds you generously donated that we distributed at the Bizerkeley Vegan Fest (families loved them, and we displayed the seed library calendar at our booth).
- Our upcoming program at Tully Library on Oct 19, which will showcase both saffron planting and composting as sustainable gardening practices.

I'd be more than happy to provide a draft or template to make this process easier. Please let me know if that would help.

Thank you again for your partnership — your support has already made a real impact in the community, and we're looking forward to highlighting the Seed Library during the October program.

Thanks,
Dhyan Foundation, Inc

[Quoted text hidden]

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
To: "Pham, Cassidy" <Cassidy.Pham@sjlibrary.org>
Cc: Fuhar Dixit <fuhardix@gmail.com>

Thu, Oct 2, 2025 at 2:34 PM

Dear Cassidy,

I just wanted to kindly follow up on my request from earlier this week regarding a Letter of Support for our grant application (due October 7). A short note from the library highlighting our collaboration with the Tully Seed Library and the upcoming October 19 program would make a big difference.

We're also planning to continue these efforts on an ongoing monthly/bi-weekly basis, and I'd love to chat more about that with you this weekend if you're available. Please let me know if a draft or template would be helpful for the letter — I'd be happy to provide one to make the process easier.

Thank you again for your support and partnership.

Best regards,
Dhyan Foundation, Inc.

[Quoted text hidden]

Pham, Cassidy <Cassidy.Pham@sjlibrary.org>
To: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
Cc: Fuhar Dixit <fuhardix@gmail.com>

Fri, Oct 3, 2025 at 3:00 PM

Good day,

Apologies as I've been out sick for the past week. In regard to the Letter of Support, feel free to forward me a draft and I will make the necessary revisions. If forwarded to me by today, I should have it to you by tomorrow.

Much obliged,

Cassidy Pham
Librarian II
San José Public Library
Tully Community Branch Library
[880 Tully Rd., San José, CA 95111](#)
408-808-3030

From: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
Sent: Thursday, October 2, 2025 2:34 PM
To: Pham, Cassidy <Cassidy.Pham@sjlibrary.org>

[Quoted text hidden]

[Quoted text hidden]

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
To: "Pham, Cassidy" <Cassidy.Pham@sjlibrary.org>
Cc: Fuhar Dixit <fuhardix@gmail.com>

Fri, Oct 3, 2025 at 5:34 PM

Dear Cassidy,

Thank you so much for your response, and I hope you're feeling better.

We've prepared **two draft Letters of Support** — one addressed to the **Urban Grant Program Review Committee** and one to the **Valley Water Grant Program Review Committee**, since we are applying to both. We've shared them as **Google Docs for easy editing**, and also attached the **Word versions** in case that's easier for you to finalize on letterhead.

- [Google Doc – Urban Grant Letter of Support](#)
- [Google Doc – Valley Water Mini Grant Letter of Support](#)

Please feel free to revise either draft as you see fit. We truly appreciate your help with this, especially given the tight timeline — your support will make a big difference for our application.

Thanks again for your partnership, and we look forward to chatting more about the ongoing programming ideas.

Best regards,
Dhyan Foundation, Inc.

[Quoted text hidden]

2 attachments

 **Tully_Letter_of_Support_Mini_Grant.docx**
37K

 **Tully_Letter_of_Support_Urban_Grant.docx**
37K

Pham, Cassidy <Cassidy.Pham@sjlibrary.org>
To: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
Cc: Fuhar Dixit <fuhardix@gmail.com>

Sat, Oct 4, 2025 at 10:53 AM

Good day,

I made a few slight changes—both documents dated and signed.

Much obliged,

Cassidy Pham
Librarian II
San José Public Library
Tully Community Branch Library
[880 Tully Rd., San José, CA 95111](#)
408-808-3030

From: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
Sent: Friday, October 3, 2025 5:34 PM

[Quoted text hidden]

[Quoted text hidden]

2 attachments

 **DOC100425-0001-002.pdf**
1329K

 **DOC100425-0001-001.pdf**
1325K

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
To: "Pham, Cassidy" <Cassidy.Pham@sjlibrary.org>
Cc: Fuhar Dixit <fuhardix@gmail.com>

Sat, Oct 4, 2025 at 1:32 PM

Dear Cassidy,

Thank you so much for finalizing and signing both letters — we truly appreciate your time and support.

We're looking forward to the October 19 program and are in the final stages of preparing materials for it. It should be a wonderful session, and we're excited to meet you there and discuss ideas for future collaborations and upcoming programs.

Thank you again for your partnership and continued encouragement.

Warm regards,
Dhyan Foundation, Inc.

[Quoted text hidden]

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
To: "Pham, Cassidy" <Cassidy.Pham@sjlibrary.org>
Cc: Fuhar Dixit <fuhardix@gmail.com>, s.pratiba.r@gmail.com

Sat, Oct 11, 2025 at 1:22 PM

Dear Cassidy,

Thank you so much for creating the event page for our upcoming **Gardening & Composting Program** — it looks wonderful!

Before we begin sharing the link with our community partners and local schools, We just wanted to confirm — is the session **open to all ages**, or is it **restricted to adults (18+)**?

We'd love to make sure we promote it appropriately.

Thank you again for your help and coordination!

Thanks,
Dhyan Foundation, Inc.

[Quoted text hidden]

Pham, Cassidy <Cassidy.Pham@sjlibrary.org>
To: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
Cc: Fuhar Dixit <fuhardix@gmail.com>, "s.pratiba.r@gmail.com" <s.pratiba.r@gmail.com>

Sat, Oct 11, 2025 at 2:17 PM

Good day,

It is largely dependent on that the instructor will be presenting—we assume the presentation is mainly going to cater to adults. I suggest promoting specifically to adults, but children are welcome to participate with parental supervision.

Much obliged,

Cassidy Pham
Librarian II
San José Public Library
Tully Community Branch Library

880 Tully Rd., San José, CA 95111

408-808-3030

From: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

Sent: Saturday, October 11, 2025 1:22 PM

To: Pham, Cassidy <Cassidy.Pham@sjlibrary.org>

Cc: Fuhar Dixit <fuhardix@gmail.com>; s.pratiba.r@gmail.com <s.pratiba.r@gmail.com>

[Quoted text hidden]

[Quoted text hidden]



Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

Your application has been approved for For Profit/Community Organizations

1 message

Bizerkeley Food Fest 2025 via Eventeny <express@eventeny.com>
Reply-To: Bizerkeley Food Fest 2025 via Eventeny <express@eventeny.com>
To: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

Wed, Aug 13, 2025 at 3:37 PM



Application Approved!

Congratulations! Your application for For Profit/Community Organizations at Bizerkeley Food Fest 2025 has been approved.

Instructions: Congratulations! You have been accepted as a vendor for the Bizerkeley Food Fest! Please begin sharing your participation in the festival ASAP. Please contact Erika erika@bizerkeleyfoodfest.com with any questions!

[View your submission](#)

Have questions? Contact the [Event Organizer](#) or [View Event Information](#)

This is an automated message. Please do not reply to this email as it will not be received.



General Event Information

Bizerkeley Food Fest 2025

Sep 07, 2025

North Berkeley BART Station, [1759 Acton Street, Berkeley, California 94702, United States](#)



Payment Information

18x10 Booth: \$212.87 **(Not Charged)**

[Contact Event Organizer](#)

[View Event Information](#)



Check-in Information

This QR code is your formal confirmation, please have this ready when checking into the event.



Confirmation Number: BLVCDQSW



Share your accomplishment!

Let the world know you're going to be attending Bizerkeley Food Fest 2025. Make sure to tag Eventeny and we'll reshare your post! [Click Here](#)



Image Not Found

Refer an event organizer and earn \$50!

Cover your fees by referring event organizers!

Pssst - there is no referral limit!

2 successful referrals = \$100, 3 = \$150, & so on!

Refer and earn \$\$!

Conditions apply. See the submission page for more details.

Need Help?

If you have any questions regarding this message, please contact the Event Organizer using the button below.

Contact Event Organizer

***This is an automated message.** Please add express@eventeny.com to your safe sender's list to receive notifications. If you have any questions, contact the event organizer above.



Sent with ♥ using Eventeny



Eventeny, PO Box 921038, Peachtree Corners, GA 30010, United States



Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

Your 2025 WVF Application is Approved! Payment Link Enclosed

1 message

San Francisco Vegan Society <vegfestapp@sfvs.org>
Reply-To: San Francisco Vegan Society <vegfestapp@sfvs.org>
To: Dhyan <bayarea.dhyanfoundation.com@gmail.com>

Sat, Sep 20, 2025 at 4:55 PM

[View in browser](#)



VENDOR INVOICE

San Francisco Vegan Society
PO Box 210370, San Francisco,
CA 94121, USA
Tax ID: 23-7376117
events@sfvs.org
www.sfvs.org

Invoice No.: VF2025-050
Invoice Date: 9/20/2025
Due Date: 9/22/2025

TOTAL AMOUNT DUE FOR
Non-profit vendor is \$100.00

[SUBMIT PAYMENT](#)

BILL TO: Dhyan Foundation, Dhyan Foundation,
bayarea.dhyanfoundation.com@gmail.com, (650) 590-4968

Dear Dhyan,

We look forward to seeing you at World Vegan Fest!

Please note: World Vegan Fest is a vegan nonsectarian event. All items sold or promoted must be vegan - no animal parts or byproducts, including animal flesh, fish, oysters, gelatin, eggs, milk, honey, beeswax, silk, bone, fur, leather, wool, feathers, etc. No animal-tested items will be permitted. Ingredients must be listed on the package or display. We strongly

prefer that chocolate sold or used in products to be sold at the event be [ethically sourced](#). Printed materials may not promote nonvegan items, religions and/or political parties. Ingredients must be listed on the package or display. Load-in/load-out info will be sent to you in early October. Please review our [Statement of Institutional Neutrality](#) which explains this policy in more detail. Email events@sfvs.org with any questions. Thank you for supporting San Francisco Vegan Society!

Cancellation policy: All cancellation requests must be received by SFVS in writing to events@sfvs.org. No-shows are non-refundable. As of September 1, 2025, all refund requests will be considered on a case-by-case basis and only in the event of extreme circumstances.

Thank you for being part of this amazing community. We look forward to celebrating World Vegan Day with you!

World Vegan Festival committee
San Francisco Vegan Society

San Francisco Vegan Society

PO Box 210370, San Francisco

United States of America

You received this email because you are participating in World Vegan Fest.

[Unsubscribe](#)





Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

Collaboration Opportunity – Featuring Natural Earth Paint at Vegan Fest & Community Programs

13 messages

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
To: "info@naturalearthpaint.com" <info@naturalearthpaint.com>

Mon, Aug 25, 2025 at 7:04 PM

Dear Natural Earth Paint Team,

I hope this message finds you well. I'm reaching out on behalf of **Dhyan Foundation, Inc.**, a 501(c)(3) nonprofit dedicated to sustainable living, environmental education, and community wellness.

On **September 7, 2025**, we'll have a booth at the **Bizerkeley Vegan Fest**—Northern California's largest vegan festival. Along with our gardening and composting activities, we'll also be hosting **painting sessions** for attendees to creatively engage with eco-friendly practices.

We greatly admire your natural, non-toxic paints and believe they would be a perfect fit for these activities. We would love to feature your products at our booth and also in our **future community programs with schools**, where we run hands-on workshops on sustainability, art, and environmental awareness.

We'd be glad to provide recognition at our booth and in program materials, and can also issue a tax-deductible receipt for any contributions.

Would you be open to exploring this collaboration?

Warm regards,
Dhyan Foundation, Inc

Info Natural Earth Paint <info@naturalearthpaint.com>
To: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

Tue, Aug 26, 2025 at 8:35 AM

Hi there,
Yes, we would be open to exploring a collaboration. Looks like we will need to move quickly, though, since September 7 is coming up very quickly. Please send me all the details of what you had in mind.
Best,
Marika



P: (541) 631-3437 E: info@naturalearthpaint.com
330 E Hersey St. Suite 7, Ashland, OR 97520
<https://naturalearthpaint.com>

[Quoted text hidden]

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
To: Info Natural Earth Paint <info@naturalearthpaint.com>

Tue, Aug 26, 2025 at 9:38 AM

Dear Marika,

Thank you so much for your positive response—we're really looking forward to collaborating with Natural Earth Paint!

The Bizerkeley Vegan Fest is Northern California's largest vegan festival, with an expected **10,000+ attendees** this year. At our booth, we'll be hosting interactive activities, including painting sessions where your eco-friendly products would be a perfect fit.

For the festival, we'd be glad to use **whatever materials you're able to share**—paints, brushes, or sample jars—so attendees can experience your products first-hand. Would you like us to provide a shipping address for sending materials?

Also, please let us know if you'd like us to use any **specific branding materials (flyers, signage, etc.)** to highlight your products at our booth. We'll make sure Natural Earth Paint is prominently recognized at the festival and in our future community workshops.

Warm regards,
Dhyan Foundation, Inc

[Quoted text hidden]

Info Natural Earth Paint <info@naturalearthpaint.com>
To: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

Tue, Aug 26, 2025 at 1:31 PM

Hi again,

We are wondering if you would be interested in featuring our kids' paint at the booth? We could send you some of the paint powders and some squirt bottles. You would need to combine the powder with equal parts water and shake up. This would be good in a scenario where you allocate some paint to each person. Alternatively we could provide some biodegradable mixing cups and bamboo paint brushes and folks could have fun mixing their own paint.

Our kids' paint is really amazing. It's only pigment, cornstarch, and gum arabic. Extremely safe, highly pigmented, and very eco friendly.

Let me know what you think you might prefer. We can also send some marketing materials both ready to go, and some you can print for your booth if you like (with the time crunch, we won't have printed versions available). I'll see if we have any coupon cards as well for anyone who is interested.

And yes, please send the address when you're ready.

Best,
Marika



P: (541) 631-3437 E: info@naturalearthpaint.com
330 E Hersey St. Suite 7, Ashland, OR 97520
<https://naturalearthpaint.com>

[Quoted text hidden]

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
To: Info Natural Earth Paint <info@naturalearthpaint.com>

Tue, Aug 26, 2025 at 2:49 PM

Dear Marika,

Thank you for this generous offer—we're thrilled about the opportunity to feature your kids' paint at our booth! It sounds like a perfect fit for the interactive painting activities we're planning.

Both options you suggested sound wonderful. Given the flow of **10,000+ attendees**, we think the pre-mixed squirt bottle option (powder + water) would help us manage the activity smoothly and allow more people to participate. The biodegradable cups and bamboo brushes also sound like a fantastic hands-on addition, so if you're able to include some of those as well, that would be ideal.

We'd be glad to display any **marketing materials or coupon cards** you can share, and we'll make sure to highlight Natural Earth Paint prominently at our booth.

Here's the shipping address:

409 whisper lane, Redwood City, CA, 94065

We're so grateful for your support in helping make this experience memorable for festival attendees and look forward to continuing the collaboration in future community programs as well.

Thanks,
Dhyan Foundation, Inc

[Quoted text hidden]

Info Natural Earth Paint <info@naturalearthpaint.com>
To: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
Cc: Natural Earth Paint <naturalearthpaintpr@gmail.com>

Wed, Aug 27, 2025 at 9:50 AM

Ok, perfect. I wasn't able to find any coupon cards, but I did include the rest of our kids paint samples that we had that you can hand out to folks if they are interested. The package is shipping today with UPS and says it is expected to you on Friday. The tracking number is: 1ZJJ61840328612358.

I might recommend you give yourself enough time to mess around with making the paint in the squirt bottles before the event. You want to make sure there is enough room in the bottle for the powder and water to be able to slosh around and you may need to work in batches (a little water and powder, shake, a little more water and powder, shake, etc.). In my experience everyone has a different way they like to do it. I guess the other thing I would note is just not too go to crazy with water since then the paint turns out runny. Usually I encourage folks to start with less water than they think.

Attached is another flyer file that you can print if you like. Sorry we didn't have these printed out for you in time.

We will be in touch re: social media. We would love to promote your event!

Best,
Marika



P: (541) 631-3437 E: info@naturalearthpaint.com
330 E Hersey St. Suite 7, Ashland, OR 97520
<https://naturalearthpaint.com>

[Quoted text hidden]

 **NEP Promo Flyer (5 x 8 in)-2.pdf**
7150K

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
To: Info Natural Earth Paint <info@naturalearthpaint.com>

Wed, Aug 27, 2025 at 10:48 AM

Dear Marika,

Thank you so much for sending the kids' paint package and the additional samples—we're really excited to share them at the Vegan Fest! I appreciate your helpful tips on mixing the paint in squirt bottles. We'll definitely take time before the event to experiment with the process so everything goes smoothly on the day.

We'll also make sure to print and display the flyer you shared, and highlight Natural Earth Paint at our booth. The samples will be a wonderful way for people to experience your paints and take something home with them.

We're equally thrilled about the social media promotion and will tag Natural Earth Paint in our festival posts as well.

Grateful for your generosity and support—it's a joy to collaborate with you!

Thanks,
Dhyan Foundation, Inc
[Quoted text hidden]

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
To: Info Natural Earth Paint <info@naturalearthpaint.com>

Wed, Sep 10, 2025 at 7:19 AM

Dear Marika,

I wanted to share a quick update from the Bizerkeley Vegan Fest this past weekend. The kids' paint was a *huge* hit—families and children loved the activity, and many attendees were delighted to learn that it was safe, eco-friendly, and made from such simple natural ingredients. The samples you included were also very well received!

We'll be posting photos on our Instagram later and would love to tag [@naturalearthpaint](#) to highlight your generous support. Please let us know if this is the best handle to use. We'll also send you event photos directly once we've organized them.

Thank you again for helping make our booth such a memorable and creative experience. We're grateful for your partnership and excited about future collaborations.

Warm regards,
Dhyan Foundation, Inc

[Quoted text hidden]

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
To: Info Natural Earth Paint <info@naturalearthpaint.com>

Sat, Sep 13, 2025 at 12:49 PM

Dear Marika,

Hope you are doing well! We wanted to share a quick update and some photos from the **Bizerkeley Vegan Fest** this past weekend.

The **kids' paint activity was such a huge hit** — families and children loved engaging with the natural paints, and many were delighted to learn that they are safe, eco-friendly, and made from such simple ingredients. The sample packs you provided were also very well received and sparked lots of curiosity.

Please find a few photos attached highlighting:

- Kids enjoying the earth paints at our booth
- Volunteers handing out paints and sharing information about their natural ingredients
- Prize wheel displaying the earth paint option
- Families engaging with the activity and taking paints home
- Our **donation box**, which helped raise funds for the adoption of cows and dogs while sharing your paints with the community

We'll also be posting on Instagram later this week and would love to tag [@naturalearthpaint](#) to highlight your generous support. Could you please confirm if this is the best handle to use, or if there's another you prefer we tag?

Thank you again for helping make our booth such a memorable and creative experience. We are so grateful for your partnership and excited about future collaborations.

Warm regards,
Dhyan Foundation, Inc

[Quoted text hidden]

4 attachments



PaintsPriceWheel.jpeg
194K



HandingEarthPaints.jpeg
286K



Paints.jpeg
234K



DonationBoxes.jpeg
270K

Info Natural Earth Paint <info@naturalearthpaint.com>

Mon, Sep 15, 2025 at 10:40 AM

To: Dhyana Foundation <bayarea.dhyanafoundation.com@gmail.com>, Natural Earth Paint <naturalearthpaintpr@gmail.com>

Hi again,

It looks like the Vegan Fest was a great success, and thank you so much for sending an update along with the photos. If you haven't yet posted, you can please tag @naturalearthpaintkids. Anne in marketing is off today, but she will get in touch this week if she needs anything else. Congrats again!

Sending my best,

Marika



P: (541) 631-3437 E: info@naturalearthpaint.com
330 E Hersey St. Suite 7, Ashland, OR 97520
<https://naturalearthpaint.com>

[Quoted text hidden]

Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
To: Info Natural Earth Paint <info@naturalearthpaint.com>
Cc: Natural Earth Paint <naturalearthpaintpr@gmail.com>

Mon, Sep 15, 2025 at 8:18 PM

Dear Marika,

Thank you so much for your kind note and for clarifying the correct Instagram handle — we'll be sure to tag @naturalearthpaintkids when we post. We're so glad the paints could be part of such a joyful experience for families at the festival.

Please pass along our thanks to Anne as well, and we'll be happy to share anything further if she needs. We truly appreciate your support and look forward to more opportunities to collaborate in the future.

Thanks,
Dhyan Foundation, Inc

[Quoted text hidden]

Natural Earth Paint <naturalearthpaintpr@gmail.com>
To: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>
Cc: Info Natural Earth Paint <info@naturalearthpaint.com>

Tue, Sep 16, 2025 at 9:17 AM

Hello,

That is so wonderful to hear that the paints were a hit & we can't wait to see the pictures from the event! As Marika mentioned, please use the instagram handle @naturalearthpaintkids when tagging!

Thanks so much,
Anne

[Quoted text hidden]

Info Natural Earth Paint <info@naturalearthpaint.com>
To: Natural Earth Paint <naturalearthpaintpr@gmail.com>
Cc: Dhyan Foundation <bayarea.dhyanfoundation.com@gmail.com>

Tue, Sep 16, 2025 at 9:34 AM

Anne,
Looks like the pictures didn't attach before. Here is what they sent us in their original email.

Best,
Marika



P: (541) 631-3437 E: info@naturalearthpaint.com
330 E Hersey St. Suite 7, Ashland, OR 97520

<https://naturalearthpaint.com>

[Quoted text hidden]

4 attachments



HandingEarthPaints.jpeg
286K



PaintsPriceWheel.jpeg
194K



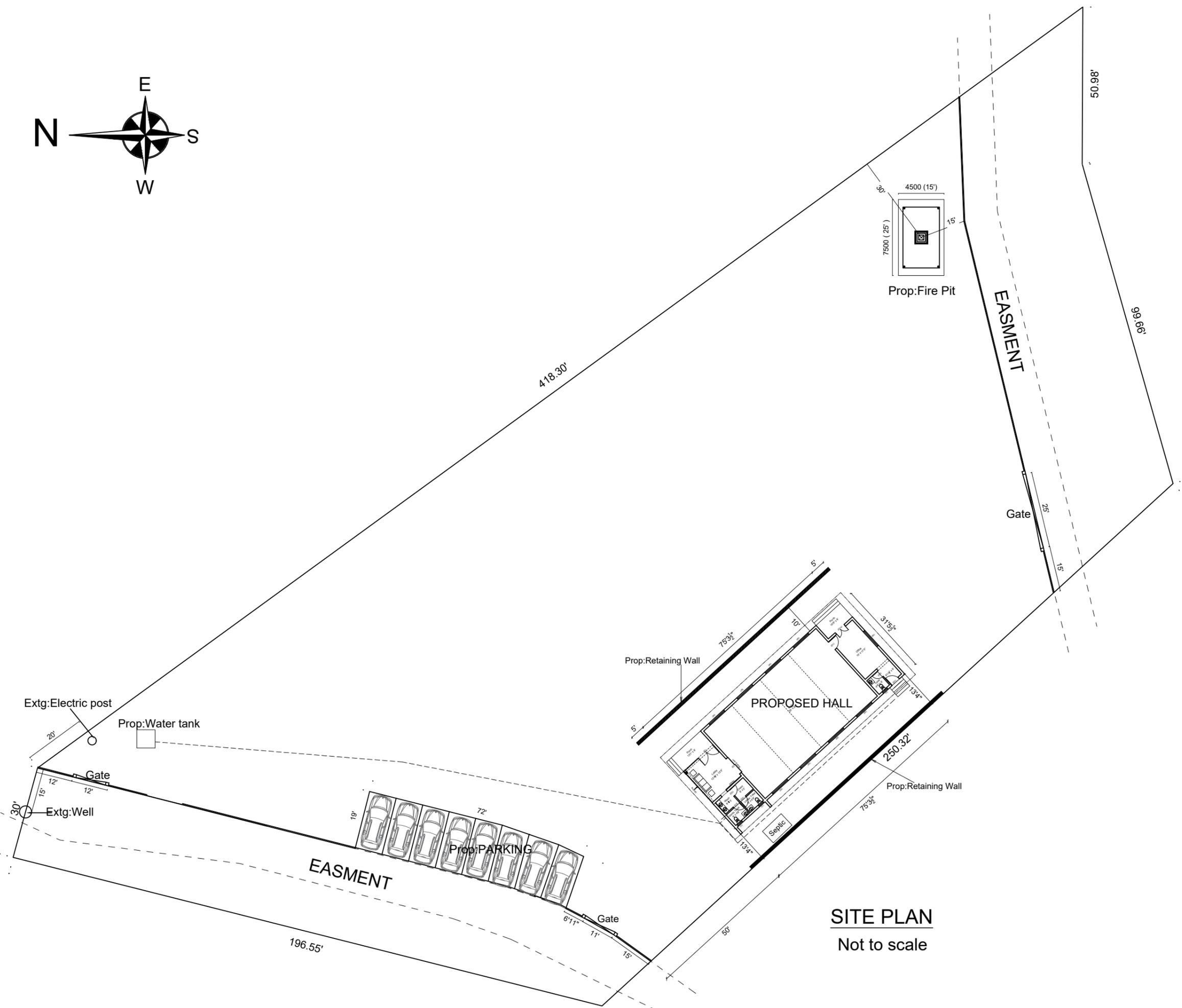
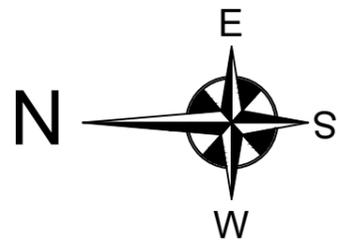
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270K



Paints.jpeg
234K

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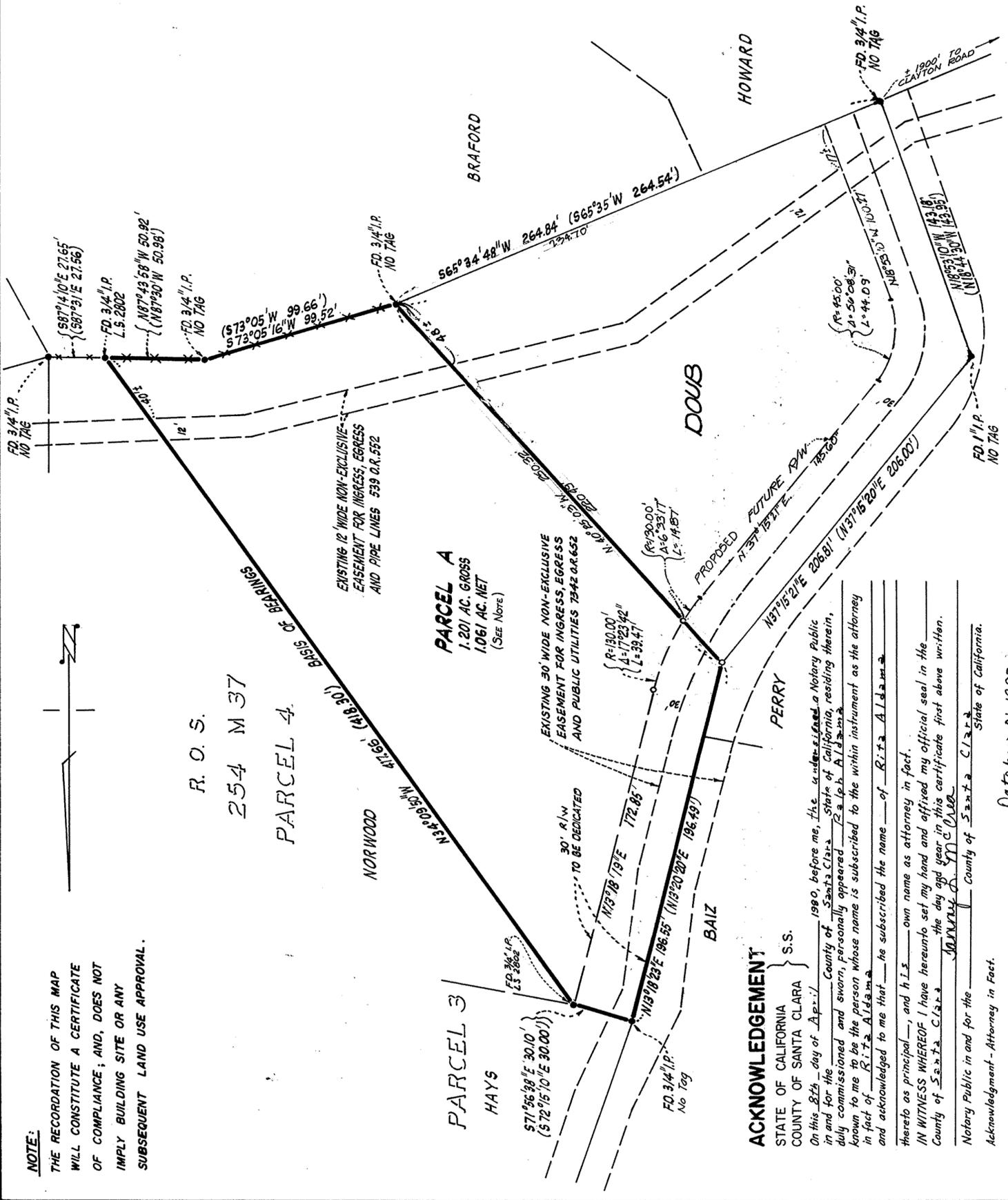
#	Document Title	Description
1	Site Plan	Site Plan (11435 Clayton Road, San Jose, Ca, 95127) Designed by Architect
2	Site Map	Site Map (11435 Clayton Road, San Jose, Ca, 95127)
3	Property Title	Property Title of 11435 Clayton Road, San Jose, Ca, 95127
4	Insurance Quote	Insurance Quote of 11435 Clayton Road, San Jose, Ca, 95127



SITE PLAN
Not to scale

NOTE:
THE RECORDATION OF THIS MAP
WILL CONSTITUTE A CERTIFICATE
OF COMPLIANCE, AND, DOES NOT
IMPLY BUILDING SITE OR ANY
SUBSEQUENT LAND USE APPROVAL.

R. O. S.
254 M 37
PARCEL 4



OWNER'S CERTIFICATE

We hereby certify that we are the owners of, or have some right, title or interest in and to the real property included within the subdivision shown upon the herein map; that we are the only persons whose consent is necessary as set forth under Government Code, Section 66445 f; that we hereby consent to the preparation and recordation of said map and subdivision as shown within the distinctive border line.
OWNERS:

Rita Aldama
HER ATTORNEY IN FACT

ACKNOWLEDGEMENT

STATE OF CALIFORNIA } S.S.
COUNTY OF SANTA CLARA }

On this 18th day of July, 1980, before me, the undersigned a Notary Public in and for said State and County personally appeared _____ and _____ known to me to be the persons whose names are subscribed to the within instrument, as Owners, and acknowledged that they executed the same. Witness my hand and official seal the day and year first herein above written. My Commission expires _____

Notary Public

LEGEND

- o Indicates 3/4" iron pipe to be set, tagged R.C.E. 24893
- Indicates monument found as noted.
- () Denotes record data as per 7347 O.R. 169
- Distinctive Border
- X X Denotes Existing Fence

BASIS OF BEARINGS

The bearings shown this map are based on the southwesterly line of Parcel 4, as found monumented and recorded as N34°09'50" W in Book 254 of Maps of Santa Clara County Records.

PARCEL MAP

BEING A PORTION OF PARCEL NO. 1 AS DESCRIBED IN THE DEED TO RUBEN ALDAMA, ET. UX., RECORDED IN BOOK 7347 OF OFFICIAL RECORDS, PAGE 169, SANTA CLARA COUNTY RECORDS AND BEING A PORTION OF PUEBLO TRACT NO. 1 OF THE CITY OF SAN JOSE.

SANTA CLARA COUNTY
CALIFORNIA
JULY 1979
SCALE: 1" = 40'

MEngineering Co.

15685 Monterey Road Morgan Hill, Ca. 95037
FILE NO. 613-50-71-79 CC

GRID. NO. 69-50-70
69-50-71

1992

RECORDER'S CERTIFICATE

File No. 6725420 Fee # 5.00 Paid
Filed This 18th day of July, 1980, at 3:32 P.M.
in Book 463 of Maps of Page 7 of the
request of MH Engineering Co.

GEORGE A. MANN, County Recorder

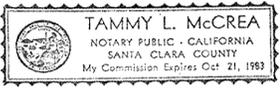
By *Jeanne Sude*
Deputy

COUNTY SURVEYOR'S CERTIFICATE

This map conforms with the requirements of the Subdivision Map Act and Local Ordinance.

Date 4.28.80 DEAN P. LARSON, County Surveyor

By *Andrew Nelson*



ENGINEER'S CERTIFICATE

This map was prepared by me or under my direction and is based upon a field survey in accordance with the requirements of the Subdivision Map Act and local ordinance of the request of Rita Aldama on May 6, 1979. I hereby state that this parcel map substantially conforms to the approved or conditionally approved tentative map, if any.



ACKNOWLEDGEMENT

STATE OF CALIFORNIA } S.S.
COUNTY OF SANTA CLARA }

On this 21st day of October, 1983, before me, the undersigned a Notary Public in and for the County of Santa Clara, State of California, residing therein, duly commissioned and sworn, personally appeared Rita Aldama known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Rita Aldama and acknowledged to me that he subscribed the name of Rita Aldama thereto as principal, and he is own name as attorney in fact.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Santa Clara the day and year in this certificate first above written.

Notary Public in and for the County of Santa Clara State of California.
Acknowledgment - Attorney in Fact.
My Commission Expires October 21, 1983

WILLIAM J. MCCINTOCK R.C.E. 24893

Chicago Title Company

20100 Stevens Creek Blvd., Ste 100, Cupertino, CA 95014
Phone: (408)253-9050 | Fax: (408)252-3792

FINAL BUYER'S STATEMENT

Settlement Date: June 25, 2025
Disbursement Date: June 25, 2025

Escrow Number: FWPS-2984240490
Escrow Officer: Darren Sanchez
Email: darren.sanchez@ctt.com

Buyer: Dhyan Foundation, Inc., a Texas Non Profit Corporation
28607 Tanner Crossing Lane
Katy, TX 77494

Seller: Ganhou Sou and Kanou Sou
4-6 Hongo, Bunkyo Ward
Tokyo Japan

Property: Non-situs '11435 Clayton Road' - APN 612-38-041
San Jose, CA 95127-5007
Parcel ID(s): 612-38-041

Loan Type: Cash

	\$ DEBITS	\$ CREDITS
FINANCIAL CONSIDERATION		
Sale Price of Property	300,000.00	
Deposit		7,500.00
Buyers Funds to Close		173,500.00
Buyers Funds to Close		121,475.26
PRORATIONS/ADJUSTMENTS		
County Taxes/612-38-041 at \$1,427.48 06/25/25 to 07/01/25 (\$1,427.48 / 180 X 6 days)	47.58	
TITLE & ESCROW CHARGES		
Title - Escrow Fee split 50/50 Chicago Title Company	475.00	
Title - Recording Service Fee ValueCheck	17.00	
Title - Owner's Title Insurance Chicago Title Company	1,210.00	
Policies to be issued: Owners Policy Coverage: \$300,000.00 Premium: \$1,210.00 Version: CLTA Standard Coverage Policy 1990 (04-08-14)		
GOVERNMENT CHARGES		
Recording Fees Chicago Title Company	27.00	
Subtotals	301,776.58	302,475.26
Balance Due TO Buyer	698.68	
TOTALS	302,475.26	302,475.26

THIS IS A CERTIFIED COPY OF THE ORIGINAL DOCUMENT(S) BY
CHICAGO TITLE COMPANY



Chicago Title Company, Settlement Agent

Chicago Title Company

20100 Stevens Creek Blvd., Ste 100, Cupertino, CA 95014
 Phone: (408)253-9050 | Fax: (408)252-3792

ESTIMATED BUYER'S STATEMENT

Settlement Date: June 13, 2025
Disbursement Date: June 13, 2025

Escrow Number: FWPS-2984240490
Escrow Officer: Darren Sanchez
Email: darren.sanchez@ctt.com

Buyer: Dhyan Foundation, Inc
 28607 Tanner Crossing Lane
 Katy, TX 77494

Seller: Ganhou Sou and Kanou Sou
 Non-situs '11435 Clayton Road' -
 APN 612-38-041
 San Jose, CA 95127-5007

Property: Non-situs '11435 Clayton Road' - APN 612-38-041
 San Jose, CA 95127-5007
 Parcel ID(s): 612-38-041

	\$ DEBITS	\$ CREDITS
FINANCIAL CONSIDERATION		
Sale Price of Property	300,000.00	
Deposit		7,500.00
Buyers Funds to Close		173,500.00
Buyers Funds to Close		121,475.26
PRORATIONS/ADJUSTMENTS		
County Taxes/612-38-041 at \$1,427.48 06/13/25 to 07/01/25 (\$1,427.48 / 180 X 18 days)	142.75	
TITLE & ESCROW CHARGES		
Title - Courier estimate Chicago Title Company	50.00	
Title - Escrow Fee split 50/50 Chicago Title Company	475.00	
Title - Recording Service Fee ValueCheck	17.00	
Title - Owner's Title Insurance Chicago Title Company	1,210.00	
Policies to be issued: Owners Policy Coverage: \$300,000.00 Premium: \$1,210.00 Version: CLTA Standard Coverage Policy 1990 (04-08-14)		
GOVERNMENT CHARGES		
Recording Fees estimate Chicago Title Company	75.00	
MISCELLANEOUS CHARGES		
Mobile Signing Fee - External Notary	200.00	
Subtotals	302,169.75	302,475.26
Balance Due TO Buyer	305.51	
TOTALS	302,475.26	302,475.26

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements to be made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

BUYER:

Dhyan Foundation, Inc

BY:



Saloni Sachdev

Director

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.



Chicago Title Company

Settlement Agent

CLTA STANDARD COVERAGE POLICY OF TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Policy Number:

FWPS-2984240490

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
 2. Any defect in or lien or encumbrance on the title;
 3. Unmarketability of the title;
 4. Lack of a right of access to and from the land;
- and in addition, as to an insured lender only:
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
 6. The priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority;
 7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Chicago Title Company
675 North First Street, Suite 400
San Jose, CA 95112

Countersigned By:

Jeff Doushgounian
Authorized Officer or Agent



Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

SCHEDULE A

Date of Policy	Amount of Insurance	Premium
June 25, 2025 at 12:20 PM	\$300,000.00	\$1,210.00

1. Name of Insured:

Dhyan Foundation, Inc., a Texas Non Profit Corporation

2. The estate or interest in the land which is covered by this policy is:

Fee simple as to Parcel(s) ONE

Easement(s) more fully described below as to Parcel(s) TWO, THREE AND FIVE

3. Title to the estate or interest in the land is vested in:

Dhyan Foundation, Inc., a Texas Non Profit Corporation

4. The land referred to in this policy is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 612-38-041

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

BEGINNING AT A 3/4 INCH IRON PIPE SET IN THE SOUTHEASTERLY LINE OF THAT CERTAIN 10.22 ACRE TRACT OF LAND BY ROBERT J. MACEDO, ET UX, TO JOSEPH P. CUENE, ET UX, BY DEED RECORDED JANUARY 20, 1958, BOOK 3986 OFFICIAL RECORDS, PAGE 379, SANTA CLARA COUNTY RECORDS, AT THE MOST SOUTHWESTERLY CORNER OF THE 8 ACRE TRACT OF LAND CONVEYED TO GENE P. HOLWEGER, ET UX, BY DEED RECORDED NOVEMBER 18, 1964, BOOK 6746 OFFICIAL RECORDS, PAGE 89, SANTA CLARA COUNTY RECORDS; THENCE ALONG THE SOUTHEAST LINE OF SAID 10.22 ACRE TRACT, N 87° 30' W 50.98 FEET TO A 3/4 INCH IRON PIPE, S 73° 05' W. 99.66 FEET TO AN IRON PIPE IN FENCE AND S. 65° 35' W. 264.54 FEET TO AN IRON PIPE IN FENCE AT THE MOST SOUTHERLY CORNER OF SAID 10.22 ACRE TRACT OF LAND, THENCE RUNNING ALONG THE WESTERLY LINE OF SAID 10.22 ACRE TRACT, N. 18° 44' 30" W. 143.95 FEET TO AN IRON PIPE, N. 37° 15' 20" E. 206.00 FEET TO AN IRON PIPE AND N. 13° 20' 20" E. 196.49 FEET TO A 3/4 INCH PIPE AT A CORNER OF THE 8 ACRE TRACT OF LAND ABOVE REFERRED TO; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID 8 ACRE TRACT, S. 72° 15' 10" E. 30.00 FEET AND S. 34° 09' 50" E. 418.30 FEET TO THE POINT OF BEGINNING, AND BEING A PORTION OF SAID 10.22 ACRE TRACT OF LAND IN THE PUEBLO LANDS TO THE CITY OF SAN JOSE.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT IN THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED AS PARCEL NO. 1, DISTANT THEREON N. 87° 0' W. 50.98 FEET AND S. 73° 05' W. 99.66 FEET FROM THE EASTERLY CORNER THEREOF; THENCE FROM SAID POINT OF BEGINNING ALONG THE BOUNDARY LINES OF SAID PARCEL OF LAND DESCRIBED AS PARCEL NO. 1 AS FOLLOWS:

S. 65° 35' W. 264.54 FEET TO THE SOUTHERLY CORNER THEREOF, N. 18° 44' 30" W. 143.95 FEET AND N. 37° 15' 20" E. 206 FEET; THENCE LEAVING SAID BOUNDARY LINES SOUTHWESTERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

ALSO BEING PARCEL A OF PARCEL MAP FILED MAY 7, 1980 IN BOOK 463 OF MAPS, AT PAGE 7, SANTA CLARA COUNTY RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE RIGHT OF WAY 12 FEET IN WIDTH, AS ESTABLISHED BY THE PARTITION DEED EXECUTED BY AND BETWEEN MARY SILVERA, ROSE R. FIAL, MANUAL FIAL, JOSEPH FIAL AND FRANK FIAL, DATED NOVEMBER 14, 1930 AND RECORDED NOVEMBER 26, 1930, BOOK 539 OFFICIAL RECORDS, PAGE 532, THE SOUTHERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

EXHIBIT "A"
Legal Description

COMMENCING AT A 2 X 3 STAKE AND 6 X 6 POST MARKED L17F AT THE SOUTHEAST CORNER OF THAT 61.62 ACRE TRACT CONVEYED BY FRANK MCNIERNAN TO M. R. FIAL BY DEED RECORDED OCTOBER 22, 1889 IN VOLUME 123 OF DEEDS, PAGE 42, RECORDS SANTA CLARA COUNTY, CALIFORNIA, AND RUNNING THENCE S 76° 12' W. ALONG THE SOUTHERLY LINE OF THE SAID 61.62 ACRE TRACT 142.56 FEET TO AN IRON PIPE IN THE CENTER LINE OF A DRY CREEK, THENCE N. 0° 07' 20" E. 11.0 FEET TO A POINT ON THE HIGH NORTH BANK OF A DRY CREEK, WHICH POINT IS THE TRUE POINT OF BEGINNING, AND FROM WHICH POINT THE EASTERLY END OF THE NORTHERLY LINE OF THE HEREIN DESCRIBED RIGHT OF WAY BEARS N. 0° 07' 20" E. AND RUNNING THENCE S. 76° 53' W. 133.43 FEET TO A POINT ON THE SAID HIGH NORTH BANK, THENCE S. 87° 22' W. 155 FEET TO A 2X3 STAKE ON THE SAID HIGH NORTH BANK, THENCE S 75° 45' 10" W. 198.10 FEET TO A 2X3 STAKE, THENCE S. 52° 15' W. 176.45 FEET TO A 2X3 STAKE, THENCE S. 72° 27' W. 56.35 FEET TO A 2X3 STAKE, THENCE S. 36° 16' W. 39.48 FEET TO A POINT ON THE SOUTHERLY LINE OF THE SAID 61.62 ACRE TRACT WHICH POINT IS THE WESTERLY END OF THE HEREIN DESCRIBED SOUTHERLY LINE OF A 12 FOOT RIGHT OF WAY AND FROM WHICH POINT THE WESTERLY END OF THE NORTHERLY LINE OF THE HEREIN DESCRIBED 12 FOOT RIGHT OF WAY BEARS S 65° 35' W. AND FROM WHICH POINT AN IRON PIPE AT A FENCE CORNER ON THE SOUTHERLY LINE OF SAID 61.62 ACRE TRACT BEARS S. 65° 35' W. 18 FEET, BEING PART OF THE SAID 61.62 ACRE TRACT.

PARCEL THREE:

A NON-EXCLUSIVE RIGHT OF WAY AS APPURTENANT TO PARCEL ONE HEREINABOVE ALONG THE PRESENT TRAVELED ROAD ALONG THE VINEYARD, AS GRANTED BY FRANK MCKIERNAN TO M. R. FIAL, BY DEED DATED OCTOBER 22, 1889, AND RECORDED OCTOBER 22, 1889, BOOK 123 OF DEEDS, PAGE 42, SANTA CLARA COUNTY RECORDS.

PARCEL FOUR:

THE RIGHT AS ESTABLISHED BY THE PARTITION DEED EXECUTED BY AND BETWEEN MARY SILVERA, ROSE R. FIAL, MANUEL FIAL, JOSEPH FIAL AND FRANK FIAL, DATED NOVEMBER 14, 1930, RECORDED NOVEMBER 26, 1930, BOOK 539 OFFICIAL RECORDS, PAGE 552, TO LAY DOWN AND MAINTAIN ONE PIPE TO BE USED IN COMMON WITH THE OWNERS NAMED HEREIN AND TO CONDUCT WATER THEREIN FROM A WELL ON THE 10.22 ACRE TRACT, A PORTION OF THE 61.62 ACRE TRACT CONVEYED TO M. R. FIAL BY DEED RECORDED OCTOBER 22, 1889 IN VOLUME 123 OF DEEDS, PAGE 42, SANTA CLARA COUNTY RECORDS, AND TO CONNECT WITH SAID PIPE, THE ROUTE OF SAID PIPE SHALL BE OVER AND ALONG THE FOLLOWING ROUTE, NAMELY, FROM SAID SPRING BY DIRECT LINE, THENCE ALONG THE NORTH SIDES OF THE 12 FOOT RIGH OF WAY, FOLLOWING THE COURSE IN A GENERAL WESTERLY DIRECTION.

PARCEL FIVE:

A NON-EXCLUSIVE RIGHT OF WAY AS APPURTENANT TO PARCEL ONE ABOVE OR ANY PORTION THEREOF, FOR INGRESS AND EGRESS AND THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES, OVER ALONG AND UNDER A STRIP OF LAND 30 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4 INCH IRON PIPE SET ON THE WESTERLY LINE OF THE 8 ACRE TRACT OF

EXHIBIT "A"
Legal Description

LAND CONVEYED TO GENE F. HOLWEGER, ET UX, BY DEED RECORDED NOVEMBER 18, 1964, BOOK 6746 OFFICIAL RECORDS, ,PAGE 89, DISTANT THEREIN S. 17° 44' 50" W. 511.64 FEET FROM THE NORTHWESTERLY CORNER THEREOF; THENCE ALONG SAID WESTERLY LINE OF SAID 8 ACRE TRACT OF LAND, S. 17° 44' 50" W. 87.65 FEET; THENCE LEAVING SAID WESTERLY LINE RUNNING S. 24° 00' W. 59.62 FEET; THENCE S. 7° 07' W. 71.00 FEET TO A POINT ON THE WESTERLY LINE OF THE TRACT OF LAND CONVEYED TO JOSEPH P. CUENE, ET UX, BY DEED RECORDED JANUARY 20, 2958, BOOK 3986 OFFICIAL RECORDS, PAGE 379; THENCE ALONG SAID WESTERLY LINE OF SAID TRACT OF LAND SO CONVEYED TO CUENE, S. 13° 20' W. 64.00 FEET; THENCE LEAVING SAID WESTERLY LINE AND RUNNING SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID LAST NAMED COURSE, WITH A RADIUS OF 220.00 FEET, THROUGH A CENTRAL ANGLE OF 23° 58' 50" FOR AN ARC DISTANCE OF 92.08 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID TRACT OF LAND SO CONVEYED TO CUENE; THENCE ALONG SAID NORTHWESTERLY LINE S. 37° 18' 50" W. 119.35 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE, SOUTHERLY ON AN A CURVE TO THE LEFT, TANGENT TO SAID LAST NAMED COURSE, WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 56° 03' 35" FOR AN ARC DISTANCE OF 73.38 FEET; THENCE S. 18° 44' 45" E. 103.75 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT OF LAND SO CONVEYED TO CUENE.

NOTE: PARCEL FOUR herein described is only being included so as to avoid the Company being the cause of excluding it from deeds or encumbrances, but no insurance is to be provided as to said parcel. Anything to the contrary in the policy or endorsements thereto notwithstanding, said parcel is not insured even though it may be included as part of the description of the land described or referred to in the policy.

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matter excepted under (a), (b), or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

END OF SCHEDULE B - PART I

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

PART II

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2025-2026
2. All taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, which are not yet due and payable, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

Any possible charges or assessments for water bills, public utilities, code enforcement and sanitary bills which may exist, but have not yet been recorded and/or filed.
3. The herein described Land is within the boundaries of the Mello-Roos Community Facilities District(s). The annual assessments, if any, are collected with the county property taxes. Failure to pay said taxes prior to the delinquency date may result in the above assessment being removed from the county tax roll and subjected to Accelerated Judicial Bond Foreclosure. Inquiry should be made with said District for possible stripped assessments and prior delinquencies.
4. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
5. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
6. Water rights, claims or title to water, whether or not disclosed by the public records.
7. Reservations and rights contained in that certain document

Entitled:	Deed
Dated:	October 22, 1889
Executed by:	Frank McKiernan
Recording Date:	October 22, 1889
Recording No.:	Book 123, Page 42, of Deeds

Reference is hereby made to said document for full particulars.
8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Mary Silvera, et al
Purpose:	water pipe lines, and ingress and egress
Recording Date:	November 26, 1930
Recording No.:	Book 539, Page 552, Official Records
Affects:	that portion of said land as described therein

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

(continued)

9. Matters contained in that certain document

Entitled: Partition Deed by Tenants in Common of Real Property
Dated: November 14, 1930
Executed by: Mary Silvera, Rose R. Fial, Mauel Fial, Alexander R. Fial, Joseph Fial and Frank Fial
Recording Date: November 26, 1930
Recording No.: Book 539, Page 552, Official Records

Reference is hereby made to said document for full particulars.

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Gene F. Holweger and Selma Z. Holweger, et al
Purpose: ingress and egress and for the installation and maintenance of public utilities
Recording Date: April 11, 1966
Recording No.: 3040356, Book 7342, Page 652, Official Records
Affects: Northwesterly portion of said land as described therein

11. Matters contained in that certain document

Entitled: Agreement
Dated: April 6, 1966
Executed by: Gene F. Holweger and Selma Z. Holweger, and John Nunes, et al
Recording Date: April 11, 1966
Recording No.: 3040356, Book 7342, Page 652, Official Records

Reference is hereby made to said document for full particulars.

12. Matters contained in that certain document

Entitled: Conditional Certificate of Compliance
Dated: April 9, 1979
Executed by: County of Santa Clara
Recording Date: April 9, 1979
Recording No.: 6336376, Book E402, Page 325, Official Records

Reference is hereby made to said document for full particulars.

13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Those owners of existing developed sites, who obtain County approval of such uses, and to owners of subsequently approved building sites, or both
Purpose: Right of way for ingress and egress, public utilities, storm and sanitary sewers, water pipe lines, and street purposes
Recording Date: April 25, 1980
Recording No.: 6715620, Book F294, Page 711, Official Records
Affects: Northwesterly 30 feet as described therein

SCHEDULE B
EXCEPTIONS FROM COVERAGE
 (continued)

14. An irrevocable offer to dedicate an easement over a portion of said Land for

Purpose(s): public street and road purposes
 Recording Date: April 25, 1980
 Recording No.: 6715620, Book F294, Page 711, Official Records
 Affects: Northwesterly 30 feet as described therein

15. Recitals and notes as shown on that certain map/plat

Recording Date: May 7, 1980
 Recording No.: Book 463 of Maps, Page 7

Reference is hereby made to said document for full particulars.

16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Edmundo Gabriel Torrez and Pauline P. Torrez
 Purpose: ingress and egress; and ingress and egress and drainage purposes
 Recording Date: January 19, 1999
 Recording No.: 14604550, Official Records
 Affects: that portion of said land as described therein

17. Matters contained in that certain document

Entitled: Agreement
 Executed by: Flora Ng, et al
 Recording Date: September 5, 2001
 Recording No.: 15855808, Official Records

Reference is hereby made to said document for full particulars.

18. Notwithstanding anything to the contrary, no insurance will be extended to the well, wellsite and/or improvements located thereon.

Note: Parcel FOUR herein described is only being included so as to avoid the Company being the cause of excluding it from deeds or encumbrances, but no insurance is to be provided as to said parcel. Anything to the contrary in the policy or endorsements thereto notwithstanding, said parcel is not insured even though it may be included as part of the description of the land described or referred to in the policy.

END OF SCHEDULE B - PART II

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land, (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

CONDITIONS AND STIPULATIONS**1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes:
 - (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);
 - (ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;
 - (iii) the parties designated in Section 2(a) of these Conditions and Stipulations.
 - (iv) Subject to any rights or defenses the Company would have had against the named insured, (A) the spouse of an insured who receives title to the land because of dissolution of marriage, (B) the trustee or successor trustee of a trust or any estate planning entity created for the insured to whom or to which the insured transfers title to the land after the Date of Policy or (C) the beneficiaries of such a trust upon the death of the insured.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "insured lender": the owner of an insured mortgage.
- (d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.
- (e) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (f) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(continued)

- (i) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

(a) After Acquisition of Title by Insured Lender.

If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy in favor of (i) such insured lender who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) After Conveyance of Title by an Insured.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from an insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to an insured.

(c) Amount of Insurance.

The amount of insurance after the acquisition or after the conveyance by an insured lender shall in neither event exceed the least of:

- (i) The amount of insurance stated in Schedule A;
- (ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or
- (iii) The amount paid by any governmental agency or governmental instrumentality, if the agency or the instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

An insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) Upon written request by an insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of such insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.
- (b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently,
- (c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.
- (d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, an insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for this purpose. Whenever requested by the Company, an insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(continued)

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by each insured claimant shall be furnished to the Company within ninety (90) days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, an insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by an insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of an insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that insured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

- (i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or
- (ii) in case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of the option provided for in paragraph a(i), all liability and obligations to the insured under this policy, other than to make the payment required in that paragraph, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

Upon the exercise by the Company of the option provided for in paragraph a(ii) the Company's obligation to an insured Lender under this policy for the claimed loss or damage, other than the payment required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

(b) To Pay or Otherwise Settle with Parties Other than the Insured or With the Insured Claimant.

- (i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or
- (ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or b(ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy to an insured lender shall not exceed the least of:

- (i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2(c) of these Conditions and Stipulations;
- (ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or
- (iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured lender has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(continued)

- (c) The liability of the Company under this policy to an insured owner of the estate or interest in the land described in Schedule A shall not exceed the least of:
- (i) the Amount of Insurance stated in Schedule A; or,
 - (ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.
- (d) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, or, if applicable, to the lien of the insured mortgage, as insured.
- (c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.
- (d) The Company shall not be liable to an insured lender for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

- (a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of insurance pro tanto. However, as to an insured lender, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of insurance afforded under this policy as to any such insured, except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.
- (b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.
- (c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured lender except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

The provisions of this Section shall not apply to an insured lender, unless such insured acquires title to said estate or interest in satisfaction of the indebtedness secured by an insured mortgage.

11. PAYMENT OF LOSS

- (a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT**(a) The Company's Right of Subrogation.**

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated (i) as to an insured owner, to all rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss; and (ii) as to an insured lender, to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(continued)

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by an insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of an insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of an insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is One Million And No/100 Dollars (\$1,000,000) or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of One Million And No/100 Dollars (\$1,000,000) shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.
- (c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

END OF CONDITIONS AND STIPULATIONS

25826628

Regina Alcomendras
Santa Clara County - Clerk-Recorder
06/25/2025 12:20 PM

RECORDING REQUESTED BY:
Chicago Title Company

Titles: 1 Pages: 5
Fees: \$27.00
Tax: \$330.00
Total: \$357.00

When Recorded Mail Document and Tax Statement To:
Dhyan Foundation, Inc
28607 Tanner Crossing Lane
Katy, TX 77494

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Escrow No.: FWPS-2984240490

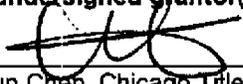
Exempt from fee per GC 27388.1(a)(2); This document is a transfer that is subject to Documentary Transfer Tax.

Property Address: Non-situs '11435 Clayton Road' - APN 612-38-041, San Jose, CA 95127-5007

APN/Parcel ID(s): 612-38-041

GRANT DEED

The undersigned grantor(s) declare(s)



Weijun Chen, Chicago Title Rep

- This transfer is exempt from the documentary transfer tax.
- The documentary transfer tax is \$330.00 and San Jose City Conveyance Tax is \$0** and is computed on:
 - the full value of the interest or property conveyed.
 - the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in an Unincorporated area.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Ganhou Sou and Kanou Sou, husband and wife formerly known as Yanfeng Cao and Xumin Ye, husband and wife as community property

hereby GRANT(S) to Dhyan Foundation, Inc., a Texas Non Profit Corporation

the following described real property in the Unincorporated Area of the County of Santa Clara, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PROPERTY COMMONLY KNOWN AS: Non-situs '11435 Clayton Road' - APN 612-38-041, San Jose, CA 95127-5007

GRANT DEED
(continued)

APN/Parcel ID(s): 612-38-041

Dated: May 12, 2025

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Ganhou Sou

Ganhou Sou

Kanou Sou

Kanou Sou

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

JAPAN
CITY OF TOKYO
EMBASSY OF THE UNITED STATES OF AMERICA) ss:

On MAY 15 2025 before me, _____, Notary Public,
(here insert name and title of the officer)

personally appeared Ganhou Sou and Kanou Sou,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

~~I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.~~

WITNESS my hand and official seal.
Jennifer J. Clair
Vice Consul

Signature



EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 612-38-041

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

BEGINNING AT A 3/4 INCH IRON PIPE SET IN THE SOUTHEASTERLY LINE OF THAT CERTAIN 10.22 ACRE TRACT OF LAND BY ROBERT J. MACEDO, ET UX, TO JOSEPH P. CUENE, ET UX, BY DEED RECORDED JANUARY 20, 1958, BOOK 3986 OFFICIAL RECORDS, PAGE 379, SANTA CLARA COUNTY RECORDS, AT THE MOST SOUTHWESTERLY CORNER OF THE 8 ACRE TRACT OF LAND CONVEYED TO GENE P. HOLWEGER, ET UX, BY DEED RECORDED NOVEMBER 18, 1964, BOOK 6746 OFFICIAL RECORDS, PAGE 89, SANTA CLARA COUNTY RECORDS; THENCE ALONG THE SOUTHEAST LINE OF SAID 10.22 ACRE TRACT, N 87° 30' W 50.98 FEET TO A 3/4 INCH IRON PIPE, S 73° 05' W. 99.66 FEET TO AN IRON PIPE IN FENCE AND S. 65° 35' W. 264.54 FEET TO AN IRON PIPE IN FENCE AT THE MOST SOUTHERLY CORNER OF SAID 10.22 ACRE TRACT OF LAND, THENCE RUNNING ALONG THE WESTERLY LINE OF SAID 10.22 ACRE TRACT, N. 18° 44' 30" W. 143.95 FEET TO AN IRON PIPE, N. 37° 15' 20" E. 206.00 FEET TO AN IRON PIPE AND N. 13° 20' 20" E. 196.49 FEET TO A 3/4 INCH PIPE AT A CORNER OF THE 8 ACRE TRACT OF LAND ABOVE REFERRED TO; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID 8 ACRE TRACT, S. 72° 15' 10" E. 30.00 FEET AND S. 34° 09' 50" E. 418.30 FEET TO THE POINT OF BEGINNING, AND BEING A PORTION OF SAID 10.22 ACRE TRACT OF LAND IN THE PUEBLO LANDS TO THE CITY OF SAN JOSE.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT IN THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED AS PARCEL NO. 1, DISTANT THEREON N. 87° 0' W. 50.98 FEET AND S. 73° 05' W. 99.66 FEET FROM THE EASTERLY CORNER THEREOF; THENCE FROM SAID POINT OF BEGINNING ALONG THE BOUNDARY LINES OF SAID PARCEL OF LAND DESCRIBED AS PARCEL NO. 1 AS FOLLOWS:

S. 65° 35' W. 264.54 FEET TO THE SOUTHERLY CORNER THEREOF, N. 18° 44' 30" W. 143.95 FEET AND N. 37° 15' 20" E. 206 FEET; THENCE LEAVING SAID BOUNDARY LINES SOUTHWESTERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

ALSO BEING PARCEL A OF PARCEL MAP FILED MAY 7, 1980 IN BOOK 463 OF MAPS, AT PAGE 7, SANTA CLARA COUNTY RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE RIGHT OF WAY 12 FEET IN WIDTH, AS ESTABLISHED BY THE PARTITION DEED EXECUTED BY AND BETWEEN MARY SILVERA, ROSE R. FIAL, MANUAL FIAL, JOSEPH FIAL AND FRANK FIAL, DATED NOVEMBER 14, 1930 AND RECORDED NOVEMBER 26, 1930, BOOK 539 OFFICIAL RECORDS, PAGE 532, THE SOUTHERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT A 2 X 3 STAKE AND 6 X 6 POST MARKED L17F AT THE SOUTHEAST CORNER OF THAT 61.62 ACRE TRACT CONVEYED BY FRANK MCNIERNAN TO M. R. FIAL BY DEED RECORDED OCTOBER 22, 1889 IN VOLUME 123 OF DEEDS, PAGE 42, RECORDS SANTA CLARA COUNTY, CALIFORNIA, AND RUNNING THENCE S 76° 12' W. ALONG THE SOUTHERLY LINE OF THE SAID 61.62 ACRE TRACT 142.56 FEET TO AN IRON PIPE IN THE CENTER LINE OF A DRY CREEK, THENCE N. 0° 07' 20" E. 11.0 FEET TO A POINT ON THE HIGH NORTH BANK OF A DRY CREEK, WHICH POINT IS THE TRUE POINT OF BEGINNING, AND FROM WHICH POINT THE EASTERLY END OF THE NORTHERLY LINE OF THE HEREIN DESCRIBED RIGHT OF WAY BEARS N. 0° 07' 20" E. AND RUNNING THENCE S. 76° 53' W. 133.43 FEET TO A POINT ON THE SAID HIGH NORTH BANK, THENCE S. 87° 22' W. 155 FEET TO A 2X3 STAKE ON THE SAID HIGH NORTH BANK, THENCE S 75° 45' 10" W. 198.10 FEET TO A 2X3 STAKE, THENCE S. 52° 15' W. 176.45 FEET TO A 2X3 STAKE, THENCE S. 72° 27' W. 56.35 FEET TO A

EXHIBIT "A"
 Legal Description
 (continued)

2X3 STAKE, THENCE S. 36° 16' W. 39.48 FEET TO A POINT ON THE SOUTHERLY LINE OF THE SAID 61.62 ACRE TRACT WHICH POINT IS THE WESTERLY END OF THE HEREIN DESCRIBED SOUTHERLY LINE OF A 12 FOOT RIGHT OF WAY AND FROM WHICH POINT THE WESTERLY END OF THE NORTHERLY LINE OF THE HEREIN DESCRIBED 12 FOOT RIGHT OF WAY BEARS S 65° 35' W. AND FROM WHICH POINT AN IRON PIPE AT A FENCE CORNER ON THE SOUTHERLY LINE OF SAID 61.62 ACRE TRACT BEARS S. 65° 35' W. 18 FEET, BEING PART OF THE SAID 61.62 ACRE TRACT.

PARCEL THREE:

A NON-EXCLUSIVE RIGHT OF WAY AS APPURTENANT TO PARCEL ONE HEREINABOVE ALONG THE PRESENT TRAVELED ROAD ALONG THE VINEYARD, AS GRANTED BY FRANK MCKIERNAN TO M. R. FIAL, BY DEED DATED OCTOBER 22, 1889, AND RECORDED OCTOBER 22, 1889, BOOK 123 OF DEEDS, PAGE 42, SANTA CLARA COUNTY RECORDS.

PARCEL FOUR:

THE RIGHT AS ESTABLISHED BY THE PARTITION DEED EXECUTED BY AND BETWEEN MARY SILVERA, ROSE R. FIAL, MANUEL FIAL, JOSEPH FIAL AND FRANK FIAL, DATED NOVEMBER 14, 1930, RECORDED NOVEMBER 26, 1930, BOOK 539 OFFICIAL RECORDS, PAGE 552, TO LAY DOWN AND MAINTAIN ONE PIPE TO BE USED IN COMMON WITH THE OWNERS NAMED HEREIN AND TO CONDUCT WATER THEREIN FROM A WELL ON THE 10.22 ACRE TRACT, A PORTION OF THE 61.62 ACRE TRACT CONVEYED TO M. R. FIAL BY DEED RECORDED OCTOBER 22, 1889 IN VOLUME 123 OF DEEDS, PAGE 42, SANTA CLARA COUNTY RECORDS, AND TO CONNECT WITH SAID PIPE, THE ROUTE OF SAID PIPE SHALL BE OVER AND ALONG THE FOLLOWING ROUTE, NAMELY, FROM SAID SPRING BY DIRECT LINE, THENCE ALONG THE NORTH SIDES OF THE 12 FOOT RIGHT OF WAY, FOLLOWING THE COURSE IN A GENERAL WESTERLY DIRECTION.

PARCEL FIVE:

A NON-EXCLUSIVE RIGHT OF WAY AS APPURTENANT TO PARCEL ONE ABOVE OR ANY PORTION THEREOF, FOR INGRESS AND EGRESS AND THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES, OVER ALONG AND UNDER A STRIP OF LAND 30 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4 INCH IRON PIPE SET ON THE WESTERLY LINE OF THE 8 ACRE TRACT OF LAND CONVEYED TO GENE F. HOLWEGER, ET UX, BY DEED RECORDED NOVEMBER 18, 1964, BOOK 6746 OFFICIAL RECORDS, PAGE 89, DISTANT THEREIN S. 17° 44' 50" W. 511.64 FEET FROM THE NORTHWESTERLY CORNER THEREOF; THENCE ALONG SAID WESTERLY LINE OF SAID 8 ACRE TRACT OF LAND, S. 17° 44' 50" W. 87.65 FEET; THENCE LEAVING SAID WESTERLY LINE RUNNING S. 24° 00' W. 59.62 FEET; THENCE S. 7° 07' W. 71.00 FEET TO A POINT ON THE WESTERLY LINE OF THE TRACT OF LAND CONVEYED TO JOSEPH P. CUENE, ET UX, BY DEED RECORDED JANUARY 20, 2958, BOOK 3986 OFFICIAL RECORDS, PAGE 379; THENCE ALONG SAID WESTERLY LINE OF SAID TRACT OF LAND SO CONVEYED TO CUENE, S. 13° 20' W. 64.00 FEET; THENCE LEAVING SAID WESTERLY LINE AND RUNNING SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID LAST NAMED COURSE, WITH A RADIUS OF 220.00 FEET, THROUGH A CENTRAL ANGLE OF 23° 58' 50" FOR AN ARC DISTANCE OF 92.08 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID TRACT OF LAND SO CONVEYED TO CUENE; THENCE ALONG SAID NORTHWESTERLY LINE S. 37° 18' 50" W. 119.35 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE, SOUTHERLY ON AN A CURVE TO THE LEFT, TANGENT TO SAID LAST NAMED COURSE, WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 56° 03' 35" FOR AN ARC DISTANCE OF 73.38 FEET; THENCE S. 18° 44' 45" E. 103.75 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT OF LAND SO CONVEYED TO CUENE.

NOTE: PARCEL FOUR herein described is only being included so as to avoid the Company being the cause of excluding it from deeds or encumbrances, but no insurance is to be provided as to said parcel. Anything to the

EXHIBIT "A"
Legal Description
(continued)

contrary in the policy or endorsements thereto notwithstanding, said parcel is not insured even though it may be included as part of the description of the land described or referred to in the policy.



2024/2025 Annual Tax Bill

[View Bill](#)



[Envelope Tracking](#)

[Tax Distribution Details](#)



[View Bill Detail](#)

Installment 1 ^

APN Suffix	00
Tax Year	2024/2025
Tax Amount	\$1,427.48
Additional Charges	\$0.00
Amount Paid To Date	\$1,427.48
Balance Due	\$0.00
Pay By Date	12/10/2024
Status	PAID
Last Payment Date	11/15/2024

WE HAVE READ, APPROVED AND ACKNOWLEDGE
RECEIPT OF A COPY HEREOF

Signed by:

Saloni Sachdev

6/18/2025

By: 98765E3D8D1D466... Date: _____ ^

Installment 2

APN Suffix	00
Tax Year	2024/2025
Tax Amount	\$1,427.48
Additional Charges	\$0.00
Amount Paid To Date	\$1,427.48
Balance Due	\$0.00
Pay By Date	04/10/2025
Status	PAID
Last Payment Date	11/15/2024

2023/2024 Annual Tax Bill

ORIGIN ID: SNSA (408) 253-9050
DARREN SANCHEZ
CITC CUPERTINO
20100 STEVENS CREEK BLVD
SUITE 100
CUPERTINO, CA 95014
UNITED STATES US

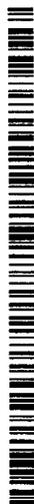
SHIP DATE: 01 JUL 25
ACTWGT: 0.10 LB
CAD: 252828833W/SXKZ750
BILL SENDER

INTERNAL REVENUE SERVICE
OGDEN SERVICE CENTER
P.O. BOX 409101
OGDEN UT 84409

REF: FMPS-2984240490

INVT: (408) 253-9050

DEPT:



REL#
3785346

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TRK# 3905 7825 4209
0201

WED - 02 JUL 10:30A
PRIORITY OVERNIGHT

WL OGD

84409
UT-US SIC



After printing this label:

CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH

1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



CASHIER'S CHECK

No. 5205501272

122-235

821

DATE: June 25, 2025

PAY FORTY FIVE THOUSAND DOLLARS AND 00 CENTS

\$ 45,000.00

TO THE ORDER OF: INTERNAL REVENUE SERVICE

NON NEGOTIABLE

AUTHORIZED SIGNATURE

Location: 5205 CCS Los Angeles DDA

U.S. Bank, National Association
Minneapolis, MN 55480

HARLAND CLARKE 20745 (01/13) 40016960



CASHIER'S CHECK

No. 5205501272

122-235

821

DATE: June 25, 2025

PAY FORTY FIVE THOUSAND DOLLARS AND 00 CENTS

\$ 45,000.00

TO THE ORDER OF: INTERNAL REVENUE SERVICE

MEMO: DHYAN FOUNDATION INC 85-2968092 - FORM 8288

Location: 5205 CCS Los Angeles DDA

U.S. Bank, National Association
Minneapolis, MN 55480

AUTHORIZED SIGNATURE

⑈ 5 20 550 1 27 2⑈ ⑆ 1 2 2 2 3 5 8 2 1 ⑆ 1 5 3 4 1 0 0 2 3 9 5 3 ⑈

Details on Back



Security Features Included.

**U.S. Withholding Tax Return for
 Certain Dispositions by Foreign Persons**

Go to www.irs.gov/Form8288 for instructions and the latest information.

If this is a corrected return, check here

Complete the withholding agent information and Part I through Part V, as applicable. Also, complete and attach Copies A and B of Form(s) 8288-A or Copy A or B, as applicable, of Form(s) 8288-C. Attach additional sheets if you need more space.

Note: Report only one disposition on each Form 8288 filed.

Withholding Agent Information

1a Name of buyer or other party responsible for withholding. See instructions. <u>Dhyan Foundation, Inc</u>	b U.S. taxpayer identification number (TIN) <u>85-2968092</u>	
c Street address, apt. or suite no., or rural route. Do not use a P.O. box. <u>28607 Tanner Crossing Lane</u>		
d City or town, state or province, country, and ZIP or foreign postal code <u>Katy, TX 77494</u>	e Phone number (optional)	
2 Description and location of the U.S. real property interest acquired, transferred or distributed, or description of transferred partnership interest. See instructions. <u>Vacant Land located at 11435 Clayton Road, San Jose CA 95127</u> <u>APN: 612-38-041</u> <u>Santa Clara, California</u>		
3 Date of transfer <u>06/25/2025</u>	4 Date of withholding certificate or date of distribution (see instructions)	5 Number of Forms 8288-A or 8288-C attached <u>2</u>

Part I To Be Completed by the Buyer or Other Transferee Required To Withhold Under Section 1445(a)

6 Amount subject to withholding	6	\$	300,000.00
7 Withholding tax liability. Multiply line 6 by the applicable withholding rate on line 7a or 7b. Otherwise, check the box on line 7c.			
a 10% (0.10)	7a	\$	
b 15% (0.15)	7b	\$	45,000.00
c Withholding at an adjusted amount (see instructions) <input type="checkbox"/>	7c	\$	
8 Amount withheld	8	\$	45,000.00

Part II To Be Completed by an Entity Subject to the Provisions of Section 1445(e)

9 Large trust election to withhold at distribution (see instructions) <input type="checkbox"/>			
10 Amount subject to withholding	10	\$	
11 Withholding tax liability. Multiply line 10 by the applicable withholding rate on line 11a, 11b, or 11c. Otherwise, check the box on line 11d.			
a 10% (0.10)	11a	\$	
b 15% (0.15)	11b	\$	
c 21% (0.21) (or 35% (0.35) for distributions made before January 1, 2018)	11c	\$	
d Withholding at an adjusted amount (see instructions) <input type="checkbox"/>	11d	\$	
12 Amount withheld	12	\$	

Part III To Be Completed by Buyer/Transferee Required To Withhold Under Section 1446(f)(1)

13 Amount subject to withholding	13	\$	
14 Withholding tax liability. Multiply line 13 by the applicable withholding rate on line 14a or check the box on line 14b.			
a 10% (0.10)	14a	\$	
b Withholding at an adjusted amount (see instructions) <input type="checkbox"/>	14b	\$	
15 Amount withheld	15	\$	

Part IV To Be Completed by the Partnership Required To Withhold Under Section 1446(f)(4)

16	Partnership distributions. Complete the following items.			
a	Total number of distributions	16a		
b	Total amount of distributions	16b	\$	
c	Total amount of other withholding	16c	\$	
17	Transferee's liability under section 1446(f)(1) (if known)	17	\$	
18	Total amounts withheld	18	\$	

Part V To Be Completed by Buyer/Transferee Claiming a Refund of Withholding Under Section 1446(f)(4)

19	Amount subject to withholding	19	\$	
20	Amount withheld (see instructions)	20	\$	
21	Withholding tax liability. Multiply line 19 by the applicable withholding rate on line 21a or check the box on line 21b.			
a	10% (0.10)	21a	\$	
b	Withholding at an adjusted amount (see instructions) <input type="checkbox"/>	21b	\$	
22	Amount of refund requested	22	\$	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

 Director 6/11/2025

Signature of withholding agent, partner, fiduciary, or corporate officer Title (if applicable) Date

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name	Firm's EIN			
Firm's address	Phone no.			

WITHHOLDING AGENT'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and phone no. Dhyan Foundation, Inc. 28607 Tanner Crossing Lane Katy, TX 77494 (609) 216-4147		1 Date of transfer (mm/dd/yyyy) 0 6/2 5/2 0 2 5	OMB No. 1545-0902 Form 8288-A (Rev. January 2023)
WITHHOLDING AGENT'S U.S. TIN 85-2968092		2 Gain recognized by foreign corporation \$	3 Amount realized \$ 150,000.00
U.S. TIN of FOREIGN PERSON subject to withholding (see instructions) Applied For	4 Federal income tax withheld \$ 22,500.00	5 Withholding under section: a 1445 <input checked="" type="checkbox"/> b 1446(f)(1) <input type="checkbox"/>	6 FOREIGN PERSON subject to withholding: a Individual <input checked="" type="checkbox"/> b Corporation <input type="checkbox"/> c Partnership <input type="checkbox"/> d Other <input type="checkbox"/> (specify)
FOREIGN PERSON'S name subject to withholding Ganhou Sou	7 Country code of FOREIGN PERSON subject to withholding JA	8 Description of property transferred 11435 Clayton Road San Jose, CA 95127	
Foreign address (number, street, and apt. or suite no.) 4-6 Hongo, Bunkyo Ward	Mailing address of FOREIGN PERSON subject to withholding (if different) 38930 Hayes Street Fremont, CA 94536		
City or town, state or province, country (not U.S.), and ZIP or foreign postal code Tokyo, Japan			

**Statement of
Withholding on
Certain Dispositions
by Foreign Persons**

**Copy A
For Internal
Revenue
Service Center**

For Privacy Act
and Paperwork
Reduction Act Notice,
see the Instructions
for Form 8288.

WITHHOLDING AGENT'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and phone no. Dhyan Foundation, Inc. 28607 Tanner Crossing Lane Katy, TX 77494 (609) 216-4147		1 Date of transfer (mm/dd/yyyy) 0 6/2 5/2 0 2 5	OMB No. 1545-0902 Form 8288-A (Rev. January 2023)
		2 Gain recognized by foreign corporation \$	
WITHHOLDING AGENT'S U.S. TIN 85-2968092	U.S. TIN of FOREIGN PERSON subject to withholding (see instructions) Applied For	3 Amount realized \$ 150,000.00	4 Federal income tax withheld \$ 22,500.00
FOREIGN PERSON'S name subject to withholding Ganhou Sou		5 Withholding under section: a 1445 <input checked="" type="checkbox"/> b 1446(f)(1) <input type="checkbox"/>	6 FOREIGN PERSON subject to withholding: a Individual <input checked="" type="checkbox"/> b Corporation <input type="checkbox"/> c Partnership <input type="checkbox"/> d Other <input type="checkbox"/> (specify)
Foreign address (number, street, and apt. or suite no.) 4-6 Hongo, Bunkyo Ward			
City or town, state or province, country (not U.S.), and ZIP or foreign postal code Tokyo, Japan		7 Country code of FOREIGN PERSON subject to withholding JA	
Mailing address of FOREIGN PERSON subject to withholding (if different) 38930 Hayes Street Fremont, CA 94536		8 Description of property transferred 11435 Clayton Road San Jose, CA 95127	

**Statement of
Withholding on
Certain Dispositions
by Foreign Persons**

Copy B
Send to
Internal Revenue
Service Center
(For Use by Foreign
Person Subject
to Withholding)

This information
is being furnished
to the Internal
Revenue Service.

Instructions for the Foreign Person Subject to Withholding

Generally, if you are a foreign person that disposes of real property located in the United States as seller or transferor, the buyer or other transferee must withhold 15% of the amount realized under section 1445. Certain foreign interest holders that are beneficiaries or shareholders are subject to federal income tax withholding at a rate of 21%. If you are a foreign person that transfers an interest in a partnership that is engaged in a trade or business in the United States, the buyer or transferee must withhold 10% of the amount realized under section 1446(f)(1).

How to report. You must file a U.S. tax return (Form 1040-NR, 1041, 1065, or 1120-F) to report the sale or other disposition as effectively connected with the conduct of a trade or business in the United States. To receive credit for any federal income tax withheld shown in box 4, attach Form 8288-A to your tax return, unless you make a request for early refund. Foreign partnerships should report the credit for withholding on Form 8804 and attach Form 8288-A. See Pub. 515 and Pub. 519 for more information.

Applying for an early refund.

Caution: The early refund procedures discussed next are not available for withholding under section 1446(f)(1) or 1446(f)(4).

If box 5a is checked and the amount shown in box 4 is greater than your maximum tax liability, you may apply for an early refund. However, you must still file your tax return when due. To apply for an early refund, you must first apply for and receive a withholding certificate from the IRS. After you have received your withholding certificate, you may apply for an early refund by sending a statement that must include the following information in separate paragraphs numbered as shown below.

1. Your name, address, and U.S. taxpayer identification number (TIN);
2. The amount required to be withheld as stated in the withholding certificate issued by the IRS;
3. The amount withheld shown in box 4 (attach a copy of this Form 8288-A); and
4. The amount to be refunded.

Where to apply. Send your application for a withholding certificate and/or application for early refund to:

Ogden Service Center
P.O. Box 409101
Ogden, UT 84409

See Pub. 515 and Form 8288-B for information about withholding certificates.

WITHHOLDING AGENT'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and phone no. Dhyan Foundation, Inc. 28607 Tanner Crossing Lane Katy, TX 77494 (609) 216-4147		1 Date of transfer (mm/dd/yyyy) 0 6/2 5/2 0 2 5	OMB No. 1545-0902 Form 8288-A (Rev. January 2023)
WITHHOLDING AGENT'S U.S. TIN 85-2968092	U.S. TIN of FOREIGN PERSON subject to withholding (see instructions) Applied For	2 Gain recognized by foreign corporation \$	3 Amount realized \$ 150,000.00
FOREIGN PERSON'S name subject to withholding Kanou Sou Foreign address: (number, street, and apt. or suite no.) 4-6 Hongo, Bunkyo Ward City or town, state or province, country (not U.S.), and ZIP or foreign postal code Tokyo, Japan	5 Withholding under section: a 1445 <input checked="" type="checkbox"/> b 1446(f)(1) <input type="checkbox"/>	4 Federal income tax withheld \$ 22,500.00	6 FOREIGN PERSON subject to withholding: a Individual <input checked="" type="checkbox"/> b Corporation <input type="checkbox"/> c Partnership <input type="checkbox"/> d Other <input type="checkbox"/> (specify)
Mailing address of FOREIGN PERSON subject to withholding (if different) 38930 Hayes Street Fremont, CA 94536	7 Country code of FOREIGN PERSON subject to withholding JA	8 Description of property transferred 11435 Clayton Road San Jose, CA 95127	

**Statement of
Withholding on
Certain Dispositions
by Foreign Persons**

**Copy A
For Internal
Revenue
Service Center**

For Privacy Act
and Paperwork
Reduction Act Notice,
see the Instructions
for Form 8288.

WITHHOLDING AGENT'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and phone no. Dhyan Foundation, Inc. 28607 Tanner Crossing Lane Katy, TX 77494 (609) 216-4147		1 Date of transfer (mm/dd/yyyy) 0 6/2 5/2 0 2 5	OMB No. 1545-0902
		2 Gain recognized by foreign corporation \$	Form 8288-A (Rev. January 2023)
WITHHOLDING AGENT'S U.S. TIN 85-2968092	U.S. TIN of FOREIGN PERSON subject to withholding (see instructions) Applied For	3 Amount realized \$ 150,000.00	4 Federal income tax withheld \$ 22,500.00
FOREIGN PERSON'S name subject to withholding Kanou Sou		5 Withholding under section: a 1445 <input checked="" type="checkbox"/> b 1446(f)(1) <input type="checkbox"/>	6 FOREIGN PERSON subject to withholding: a Individual <input checked="" type="checkbox"/> b Corporation <input type="checkbox"/> c Partnership <input type="checkbox"/> d Other <input type="checkbox"/> (specify)
Foreign address (number, street, and apt. or suite no.) 4-6 Hongo, Bunkyo Ward			
City or town, state or province, country (not U.S.), and ZIP or foreign postal code Tokyo, Japan		7 Country code of FOREIGN PERSON subject to withholding JA	
Mailing address of FOREIGN PERSON subject to withholding (if different) 38930 Hayes Street Fremont, CA 94536		8 Description of property transferred 11435 Clayton Road San Jose, CA 95127	

**Statement of
Withholding on
Certain Dispositions
by Foreign Persons**

**Copy B
Send to
Internal Revenue
Service Center
(For Use by Foreign
Person Subject
to Withholding)**

This information
is being furnished
to the Internal
Revenue Service.

Instructions for the Foreign Person Subject to Withholding

Generally, if you are a foreign person that disposes of real property located in the United States as seller or transferor, the buyer or other transferee must withhold 15% of the amount realized under section 1445. Certain foreign interest holders that are beneficiaries or shareholders are subject to federal income tax withholding at a rate of 21%. If you are a foreign person that transfers an interest in a partnership that is engaged in a trade or business in the United States, the buyer or transferee must withhold 10% of the amount realized under section 1446(f)(1).

How to report. You must file a U.S. tax return (Form 1040-NR, 1041, 1065, or 1120-F) to report the sale or other disposition as effectively connected with the conduct of a trade or business in the United States. To receive credit for any federal income tax withheld shown in box 4, attach Form 8288-A to your tax return, unless you make a request for early refund. Foreign partnerships should report the credit for withholding on Form 8804 and attach Form 8288-A. See Pub. 515 and Pub. 519 for more information.

Applying for an early refund.

Caution: The early refund procedures discussed next are not available for withholding under section 1446(f)(1) or 1446(f)(4).

If box 5a is checked and the amount shown in box 4 is greater than your maximum tax liability, you may apply for an early refund. However, you must still file your tax return when due. To apply for an early refund, you must first apply for and receive a withholding certificate from the IRS. After you have received your withholding certificate, you may apply for an early refund by sending a statement that must include the following information in separate paragraphs numbered as shown below.

1. Your name, address, and U.S. taxpayer identification number (TIN);
2. The amount required to be withheld as stated in the withholding certificate issued by the IRS;
3. The amount withheld shown in box 4 (attach a copy of this Form 8288-A); and
4. The amount to be refunded.

Where to apply. Send your application for a withholding certificate and/or application for early refund to:

Ogden Service Center
P.O. Box 409101
Ogden, UT 84409

See Pub. 515 and Form 8288-B for information about withholding certificates.

WITHHOLDING AGENT'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and phone no. Dhyan Foundation, Inc. 28607 Tanner Crossing Lane Katy, TX 77494 (609) 216-4147		1 Date of transfer (mm/dd/yyyy) 0 6/2 5/2 0 2 5	OMB No. 1545-0902 Form 8288-A (Rev. January 2023)	Statement of Withholding on Certain Dispositions by Foreign Persons
WITHHOLDING AGENT'S U.S. TIN 85-2968092		2 Gain recognized by foreign corporation \$		
U.S. TIN of FOREIGN PERSON subject to withholding (see instructions) Applied For	3 Amount realized \$ 150,000.00	4 Federal income tax withheld \$ 22,500.00	Copy C For Withholding Agent For Privacy Act and Paperwork Reduction Act Notice, see the Instructions for Form 8288.	
FOREIGN PERSON'S name subject to withholding Ganhou Sou	5 Withholding under section: a 1445 <input checked="" type="checkbox"/> b 1446(f)(1) <input type="checkbox"/>	6 FOREIGN PERSON subject to withholding: a Individual <input checked="" type="checkbox"/> b Corporation <input type="checkbox"/> c Partnership <input type="checkbox"/> d Other <input type="checkbox"/> (specify)		
Foreign address (number, street, and apt. or suite no.) 4-6 Hongo, Bunkyo Ward	7 Country code of FOREIGN PERSON subject to withholding JA			
City or town, state or province, country (not U.S.), and ZIP or foreign postal code Tokyo, Japan	8 Description of property transferred 11435 Clayton Road San Jose, CA 95127			
Mailing address of FOREIGN PERSON subject to withholding (if different) 38930 Hayes Street Fremont, CA 94536				

Form **8288-A** (Rev. 1-2023)**Keep for your records**

Department of the Treasury - Internal Revenue Service

Instructions for the Withholding Agent

Prepare Form 8288-A for each foreign person subject to withholding under section 1445 or 1446(f)(1). PTPs and their nominees should use Forms 1042 and 1042-S to report the withholding. Attach Copies A and B to Form 8288, U.S. Withholding Tax Return for Certain Dispositions by Foreign Persons. Copy B will be stamped by the IRS and sent to the foreign person subject to withholding if the form is complete, including the transferor's taxpayer identification number (TIN). Retain Copy C for your records. You do not have to give a copy of this form to the foreign person subject to withholding.

U.S. taxpayer identification number (TIN). A U.S. TIN is a(n) social security number (SSN), employer identification number (EIN), or individual taxpayer identification number (ITIN). For more information, see *Forms 8288-A Must Be Attached and Transferor's taxpayer identification number (TIN) missing* in the Instructions for Form 8288.

Address. You must enter the foreign home address (for an individual) or the foreign office address (for other than an individual) of the foreign person subject to withholding. You may enter a separate mailing address in the space provided. If provided, the IRS will use the separate mailing address to forward Copy B to the foreign person subject to withholding.

Note: The home or office address of the foreign person subject to withholding must be an address outside the United States. If the foreign

person does not have an address outside the United States, enter the country of residence of the foreign person in this section and provide a complete mailing address.

Box 1. Enter the date of transfer. However, enter the date of distribution if you withheld under section 1445(e)(2), (e)(3), or (e)(6), or section 1446(f)(1), or if you made the large trust election to withhold at the date of distribution.

Box 2. Complete only if you are a foreign corporation required to withhold under section 1445(e)(2).

Box 3. Enter the amount realized by the foreign person whose name appears on this form.

Box 4. Enter the federal income tax you withheld for the foreign person whose name appears on this form.

Box 5. Check the applicable box to indicate the section under which withholding was made.

Box 6. Check the applicable box to indicate whether the foreign person subject to withholding is an individual, a corporation, a partnership, or other. If "Other," specify whether the foreign person is a trust or estate.

Box 7. Enter the applicable two-letter code from the list at www.irs.gov/countrycodes for the foreign home address or foreign office address of the foreign person subject to withholding.

See the Instructions for Form 8288 for more information.

WITHHOLDING AGENT'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and phone no. Dhyan Foundation, Inc. 28607 Tanner Crossing Lane Katy, TX 77494 (609) 216-4147		1 Date of transfer (mm/dd/yyyy) 0 6/2 5/2 0 2 5	OMB No. 1545-0902 Form 8288-A (Rev. January 2023)
WITHHOLDING AGENT'S U.S. TIN 85-2968092	U.S. TIN of FOREIGN PERSON subject to withholding (see instructions) Applied For	2 Gain recognized by foreign corporation \$	3 Amount realized \$ 150,000.00
FOREIGN PERSON'S name subject to withholding Kanou Sou		5 Withholding under section: a 1445 <input checked="" type="checkbox"/> b 1446(f)(1) <input type="checkbox"/>	4 Federal income tax withheld \$ 22,500.00
Foreign address (number, street, and apt. or suite no.) 4-6 Hongo, Bunkyo Ward			
City or town, state or province, country (not U.S.), and ZIP or foreign postal code Tokyo, Japan		6 FOREIGN PERSON subject to withholding: a Individual <input checked="" type="checkbox"/> b Corporation <input type="checkbox"/> c Partnership <input type="checkbox"/> d Other <input type="checkbox"/> (specify)	7 Country code of FOREIGN PERSON subject to withholding JA
Mailing address of FOREIGN PERSON subject to withholding (if different) 38930 Hayes Street Fremont, CA 94536		8 Description of property transferred 11435 Clayton Road San Jose, CA 95127	

**Statement of
Withholding on
Certain Dispositions
by Foreign Persons**

**Copy C
For Withholding
Agent**

For Privacy Act
and Paperwork
Reduction Act Notice,
see the Instructions
for Form 8288.

Instructions for the Withholding Agent

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U.S. taxpayer identification number (TIN). A U.S. TIN is a(n) social security number (SSN), employer identification number (EIN), or individual taxpayer identification number (ITIN). For more information, see *Forms 8288-A Must Be Attached and Transferor's taxpayer identification number (TIN) missing* in the Instructions for Form 8288.

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Note: The home or office address of the foreign person subject to withholding must be an address outside the United States. If the foreign

person does not have an address outside the United States, enter the country of residence of the foreign person in this section and provide a complete mailing address.

Box 1. Enter the date of transfer. However, enter the date of distribution if you withheld under section 1445(e)(2), (e)(3), or (e)(6), or section 1446(f)(1), or if you made the large trust election to withhold at the date of distribution.

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Box 3. Enter the amount realized by the foreign person whose name appears on this form.

Box 4. Enter the federal income tax you withheld for the foreign person whose name appears on this form.

Box 5. Check the applicable box to indicate the section under which withholding was made.

Box 6. Check the applicable box to indicate whether the foreign person subject to withholding is an individual, a corporation, a partnership, or other. If "Other," specify whether the foreign person is a trust or estate.

Box 7. Enter the applicable two-letter code from the list at www.irs.gov/countrycodes for the foreign home address or foreign office address of the foreign person subject to withholding.

See the Instructions for Form 8288 for more information.



**CHICAGO TITLE
COMPANY**

SALE ESCROW INSTRUCTIONS

Chicago Title Company conducts escrow business under License No. 2993-4 issued by the California Department of Insurance.

Darren Sanchez, Escrow Officer
Chicago Title Company
20100 Stevens Creek Blvd., Ste 100
Cupertino, CA 95014
Phone: (408)253-9050 Fax: 408-252-3792

Date: June 16, 2025
Escrow No.: FWPS-2984240490
Property: Non-situs '11435 Clayton Road' - APN
612-38-041
San Jose, CA 95127-5007

I/We hand you herewith any funds (in the form of wire transfer, certified check, cashier's check or teller's check payable to Chicago Title Company pursuant to the "Deposit of Funds", Paragraph 1 contained in the General Provisions attached hereto and made a part hereof) and/or instruments required from me to enable you to close in accordance with the estimated closing statement and when you are able to procure/issue a CLTA Standard Coverage Policy 1990 (04-08-14) coverage form Policy of Title Insurance from Chicago Title Company with a liability of Three Hundred Thousand And No/100 Dollars (\$300,000.00), covering the following described property located in the Unincorporated Area of the County of Santa Clara, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

FOR PURPOSES OF THIS TRANSACTION THE BUYER(S) IS:

Dhyan Foundation, Inc

FOR PURPOSES OF THIS TRANSACTION THE SELLER(S) IS:

Ganhou Sou and Kanou Sou, husband and wife as community property

SELLER/TRANSFEROR STATES THAT PROPERTY ADDRESS(ES) IS/ARE

Non-situs '11435 Clayton Road' - APN 612-38-041, San Jose, CA 95127-5007

SHOWING TITLE VESTED IN

Dhyan Foundation, Inc

FREE FROM ENCUMBRANCES EXCEPT

1. Current general and special taxes for the fiscal year in which this escrow closes, and taxes for the ensuing year, if any, a lien now due and payable;
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California;
3. Bonds and Assessments with no delinquent payments, if any;
4. Covenants, conditions, restrictions, reservations, easements and rights of way now of record, if any;
5. Exceptions numbered 1 - 19 inclusive as shown in your preliminary report.

SALE ESCROW INSTRUCTIONS

(continued)

PRORATIONS

Prorate as of Close of Escrow, on the basis of a three-hundred sixty (360) day year:

- Taxes, if any
-

ADDITIONAL INSTRUCTIONS

1. In accordance with Section 18662 of the Revenue and Taxation Code, a Buyer may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified by the Seller in the case of a disposition of California real property interest by either:
 - a. A Seller who is an individual, trust, estate, or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the Seller, OR
 - b. A Corporate Seller that has no permanent place of business in California immediately after the transfer of title to the California property.

The Buyer may become subject to penalty for failure to withhold an amount equal to the greater of Ten Percent (10%) of the amount required to be withheld or Five Hundred and No/100 Dollars (\$500.00).

However, notwithstanding any other provision included in the California statutes referenced above, no Buyer will be required to withhold any amount or be subject to penalty for failure to withhold if any of the following apply:

- a. The sales price of the California real property conveyed does not exceed One Hundred Thousand and No/100 Dollars (\$100,000.00).
- b. The Seller executes a written certificate, under the penalty of perjury, certifying that the Seller is a corporation with a permanent place of business in California.
- c. The Seller, who is an individual, trust, estate, or a corporation without a permanent place of business in California, executes a written certificate, under the penalty of perjury, of any of the following:
 - i. The California real property being conveyed is the Seller's or Decedent's principal residence (within the meaning of Section 121 of the Internal Revenue Code).
 - ii. The last use of the property being conveyed was use by the Transferor as the Transferor's principal residence (within the meaning of Section 121 of the Internal Revenue Code).
 - iii. The California real property being conveyed is or will be exchanged for property of like kind (within the meaning of Section 1031 of the Internal Revenue Code), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under Section 1031 of the Internal Revenue Code.
 - iv. The California real property has been compulsorily or involuntarily converted (within the meaning of Section 1033 of the Internal Revenue Code) and that the Seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under Section 1033 of the Internal Revenue Code.
 - v. The California real property transaction will result in a loss or net gain not required to be recognized for California income tax purposes.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

THE PARTIES TO THIS TRANSACTION SHOULD SEEK THE PROFESSIONAL ADVICE AND COUNSEL OF AN ATTORNEY, ACCOUNTANT OR OTHER TAX SPECIALIST'S OPINION CONCERNING THE EFFECT OF THIS LAW ON THIS TRANSACTION AND SHOULD NOT ACT ON ANY STATEMENTS MADE OR OMITTED BY THE ESCROW OR CLOSING OFFICER.

SALE ESCROW INSTRUCTIONS

(continued)

2. The receipt by escrow of all documents and monies required to transfer title in accordance with these instructions shall be deemed as sufficient indication that all contingencies and/or conditions contained in the purchase agreement by and between the within buyers and sellers have been removed, complied with, or will be satisfied outside of escrow.
3. The parties hereto acknowledge that they have entered into a Contract for the Purchase and Sale of Real Estate (Deposit Receipt) affecting this transaction. It is expressly agreed that these instructions shall control over said Contract. However, any matters which are expressly covered by said Contract which are not expressly covered by these instructions shall continue to be effective. Chicago Title Company shall be bound solely by these instructions and shall not be concerned with said Contract, or any outside agreement even though it may come into knowledge, or be deposited in the escrow.
4. Purchaser and Seller agree Purchaser to pay for the CLTA Standard Coverage Policy 1990 (04-08-14). Purchaser and Seller agree to pay one-half each for the escrow fees as charged. All other customary charges incurred herewith shall be charged to and paid by their respective parties. You are hereby authorized to make such additional escrow charges as you deem appropriate in the event unusual escrow services are performed.
5. The undersigned hereby authorize and instruct Escrow Holder to charge each party to the escrow for their respective Federal Express, special mail handling/courier and/or incoming/outgoing wire transfer fees. Unless specified in writing, by the undersigned, Escrow Holder is authorized to select special mail/delivery or courier service to be used.
6. The undersigned Buyer hands you herewith Preliminary Change of Ownership Report as provided for in Section 480.34 of the Revenue and Taxation Code, State of California which you are to cause to be filed concurrently with the Deed in our favor. If form is rejected by the County, a surcharge may be imposed by said County and is to be paid by buyer herein.
7. Seller is aware that interest on the existing loan(s) does not stop accruing at close of escrow, but continues until the actual day of receipt of the payoff by Lender.
Seller is aware that interest will accrue through weekends or holidays.
Seller is aware he/she/they are responsible for payment of all of such interest and will indemnify and hold Escrow Holder harmless in connection with the payment of such interest.
8. **GOOD FUNDS - DISBURSE WHEN AVAILABLE:** Buyer and Seller authorize and instruct Chicago Title Company to record all documents required in this escrow when all the conditions of this escrow have been met and upon receipt and deposit of all funds necessary to consummate this transaction in the form of a cashier's check, teller's check or certified check regardless of whether the funds are available for disbursement in accordance with California Insurance Code 12413.1. Immediately upon availability of the deposited instrument, Chicago Title Company is instructed to disburse all funds in accordance with these instructions and/or the attached estimated closing statement.
9. **NOTARY GUIDELINES:** The undersigned parties are herein made aware that Chicago Title Insurance Company requires that all documents that require a Notary be signed with an employee of Chicago Title Insurance Company, or signed with Bancserv (outside signing company), or signed with a Corporate approved notary. **PLEASE NOTE THERE ARE NO EXCEPTIONS TO THESE GUIDELINES AND IT IS STRONGLY RECOMMENDED THAT ARRANGEMENTS ARE MADE EARLY IN THE ORDER TO AVOID DELAYS IN CLOSING THE TRANSACTION.**
10. **ONE PROCEEDS CHECK:** Seller proceeds will be disbursed in the form of one check payable to the order of all Sellers unless Escrow Holder is provided with written instructions from all Sellers to do otherwise. Such checks require the personal endorsement of all payees to be negotiable.

SALE ESCROW INSTRUCTIONS

(continued)

11. **SPECIAL RECORDING NOTICE:** In the event the documents in this escrow are recorded subsequent to the regular recording time of 8:00 a.m., Buyer and Seller are aware that funds may not or will not be available for disbursement for the payment of liens, proceeds or commission until the following business day and that no interest will be earned on such funds.
12. **CLOSE OF ESCROW:** Close of escrow to be on or before June 6, 2025, or thereafter, unless revoked by written demand on you by the undersigned in accordance with Paragraph 7 of General Provisions attached hereto and made a part hereof.
13. **VESTING:** The exact manner of buyer's vesting is to be provided to escrow holder by buyer prior to close of escrow. Such notification is to be in writing; upon receipt of same, escrow holder is authorized to insert the vesting into each pertinent document as required in this transaction without further approval of seller.
14. **SUPPLEMENTAL TAX:** As previously set forth herein, Escrow Holder is instructed to pro-rate taxes on the latest tax bill as of the close of escrow. In view of the change of ownership of the subject property which will take place on the close of this escrow, due to the passage of Chapter 498 and 1102, Statutes of 1983 of the State of California (commonly referred to as Senate Bill No. 813 and Assembly Bill No. 399 respectively), it is to be expected that the taxing authorities will reassess the property and issue a subsequent tax bill. Seller and Buyer acknowledge their awareness of the foregoing and hereby release and relieve Escrow Holder of all liability in connection herewith, and Escrow Holder shall not be further concerned with the above reassessment in any respect.
15. **FIRPTA - PAY FEDERAL AND CALIFORNIA:** Buyer and Seller hand you herewith IRS Form Numbers 8288 and 8288-A and State of California Form 593. You are instructed to debit the Seller's account in the amount of Fifteen Percent (15%) of the total consideration and forward those funds at close of escrow to the Internal Revenue Service Center along with the above referenced IRS forms. In addition, you are instructed to debit the Seller's account a sum equal to Three And One Third Percent (3 1/3%) of the total consideration or the alternative amount as indicated on the Form 593 and forward said funds to the State of California together with Form 593 to the address referenced in said Form 593.
16. **LIENS AND/OR ENCUMBRANCES:** Seller hereby confirms that the subject property is free and clear of any liens or encumbrances. Seller further confirms that information regarding any and all liens, encumbrances and/or loan information has been fully disclosed to Escrow Holder.
17. **INSURANCE:** Buyer and Seller do hereby hold Chicago Title Company harmless and waive any and all liability on the part of the Escrow Holder to secure Fire or other Insurance on behalf of Buyer or Seller. The parties hereto shall contact their own insurance agent outside of escrow or make an agreement with the agent on the present insurance policy to afford protection to their specifications while the Buyer is in possession prior to close of escrow.

GENERAL PROVISIONS

1. DEPOSIT OF FUNDS

The law dealing with the disbursement of funds requires that all funds be available for withdrawal as a matter of right by the title entity's escrow and/or sub-escrow account prior to disbursement of any funds. Wire-transferred funds are immediately available upon deposit. Cashier's checks, teller's checks and Certified checks may be available one to ten business day(s) after deposit. All other funds such as personal, corporate or partnership checks and drafts are subject to mandatory holding periods which may cause material delays in disbursement of funds in this escrow. Outgoing wire transfers will not be authorized until confirmation of the respective incoming wire transfer or of availability of deposited checks.

Funds are deposited into a general escrow trust account unless instructed otherwise. You may instruct Chicago Title Company ("Escrow Holder") to deposit your funds into an interest-bearing account by signing and returning the "Escrow Instructions - Interest Bearing Account". If not directly instructed, all funds received in this escrow shall be deposited with other escrow funds in one or more general escrow trust accounts, which include both non-interest bearing demand accounts and other depository accounts of Escrow Holder, in any state or national bank or savings and loan association insured by the Federal Deposit Insurance Corporation (the "depository institutions") and may be transferred to any other such escrow trust accounts of Escrow Holder or one of its affiliates, either within or outside the State of California. A general escrow trust account is restricted and protected against claims by third parties and creditors of Escrow Holder and its affiliates.

Receipt of benefits by Escrow Holder and affiliates. The parties to this escrow acknowledge that the maintenance of such general escrow trust accounts with some depository institutions may result in Escrow Holder or its affiliates being provided with an array of bank services, accommodations or other benefits by the depository institution. Some or all of these benefits may be considered interest due you under California Insurance Code Section 12413.5. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations, and other benefits shall accrue to Escrow Holder or its affiliates and Escrow Holder shall have no obligation to account to the parties to this escrow for the value of such services, accommodations, interest or other benefits..

Said funds will not earn interest unless the instructions otherwise specifically state that funds shall be deposited in an interest-bearing account. All disbursements shall be made by check or wire of Escrow Holder. The parties to this escrow are hereby notified that the funds deposited herein are insured only to the limit provided by the Federal Deposit Insurance Corporation. Any instruction for bank wire will provide reasonable time or notice for Escrow Holder's compliance with such instruction. Escrow Holder's sole duty and responsibility shall be to place said wire transfer instructions with its wiring bank upon confirmation of (1) satisfaction of conditions precedent or (2) document recordation at close of escrow. Escrow Holder will NOT be held responsible for lost interest due to wire delays caused by any bank or the Federal Reserve System and recommends that all parties make themselves aware of banking regulations with regard to placement of wires.

In the event there is insufficient time to place a wire upon any such confirmation or the ability to send wires have closed for the day, the parties agree to provide written instructions for an alternative method of disbursement. WITHOUT AN ALTERNATIVE DISBURSEMENT INSTRUCTION, FUNDS WILL BE HELD IN TRUST IN A NON-INTEREST-BEARING ACCOUNT UNTIL THE NEXT OPPORTUNITY FOR WIRE PLACEMENT.

2. CLOSING FUNDS

The Parties to this escrow acknowledge that the disbursement of any funds by Escrow Holder are contingent upon clearance and availability of deposited funds. All funds to close must be remitted via wire transfer, cashier's check, or certified check payable to Escrow Holder and received prior to the recording of documents. Due to good funds requirements, wire transfers are recommended for remittance of closing funds. If cashier's checks or certified checks are remitted they must be received and verified at least 10 days prior to the close of escrow date to ensure the availability of collected funds. Escrow Holder shall not accept funds in cash. Wire transferred funds may be disbursed on the same day as deposited, subject to the Escrow Holder's outbound wire cutoff time for same-day processing.

3. DEPOSITS FROM THIRD PARTIES

Escrow Holder shall not be obliged to accept any funds from any person or entity who is not a party to the escrow. However, in the event that Escrow Holder does agree to accept payment from a third party, Escrow Holder will require the third party to execute and deliver to Escrow Holder a Third-Party Deposit Instruction and/or any other document/s that may be required by Escrow Holder.

4. PRORATIONS AND ADJUSTMENTS

All prorations and/or adjustments called for in this escrow are to be made based on a thirty (30) day month unless otherwise instructed in writing. You are to use information contained on last available tax statement, rental statement as provided by the Seller, and beneficiary's statement delivered into escrow for the prorations provided for herein.

5. SUPPLEMENTAL TAXES

The within described property may be subject to supplemental real property taxes due to the change of ownership taking place through this escrow. Any supplemental real property taxes arising as a result of the transfer of the property to Buyer shall be the sole responsibility of Buyer and any supplemental real property taxes arising prior to the closing date shall be the sole responsibility of the Seller. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.

GENERAL PROVISIONS

(continued)

6. DISBURSEMENT BY ESCROW HOLDER

At the closing of this escrow, all payments required to be made in accordance with the Purchase Agreement and/or these instructions as they relate to any city, county or state ordinances, regulations, by-laws or the like, shall be paid from the funds of the party designated in said agreement or instructions without any further authorization. Payments made on behalf of Buyer or Seller shall be itemized on a closing statement provided by the Escrow Holder prior to the close of escrow, and the parties' approval of said statement shall constitute their full understanding and acceptance of the charges listed. Any invoice submitted which is not required as a condition of the agreement and/or instructions and not related to the subject property, shall not be the responsibility of Escrow Holder to issue payment at closing and will be returned to the party who submitted same for payment directly outside of this escrow.

7. UTILITIES/POSSESSION

Transfer of utilities and possession of the premises are to be settled by the parties directly and outside escrow.

8. PREPARATION AND RECORDATION OF INSTRUMENTS

Escrow Holder is authorized to prepare, obtain, record and deliver the necessary instruments to carry out the terms and conditions of this escrow and to order the policy of title insurance to be issued at close of escrow as called for in these instructions. Close of escrow shall mean the date instruments are recorded, unless otherwise specified in writing.

9. AUTHORIZATION TO FURNISH COPIES

You are authorized to furnish copies of these instructions, supplements, amendments, notices of cancellation and closing statements, to the Real Estate Broker(s) and Lender(s) named in this escrow.

10. RIGHT OF CANCELLATION

Any party instructing you to cancel this escrow shall file notice of cancellation in your office in writing. You shall, within two (2) working days thereafter, deliver one (1) copy of such notice to each of the other parties at the addresses stated in this escrow. UNLESS WRITTEN OBJECTION TO CANCELLATION IS FILED IN ESCROW HOLDER'S OFFICE BY A PARTY WITHIN TEN (10) DAYS AFTER DATE OF SUCH DELIVERY, ESCROW HOLDER IS AUTHORIZED TO COMPLY WITH SUCH NOTICE AND DEMAND PAYMENT OF ITS' CANCELLATION CHARGES. If written objection is filed, Escrow Holder is authorized to hold all money and instruments in this escrow and take no further action until otherwise directed, either by the parties' mutual written instructions, or by final order of a court of competent jurisdiction.

In the event of cancellation, the Escrow Holder may be owed cancellation fees and/or funds for costs incurred and may demand from any monies on deposit with the Escrow Holder, the sum necessary to pay all fees, services, and costs incurred in this escrow, per cancellation instructions.

11. PERSONAL PROPERTY

No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

By signing these General Provisions, the parties to the escrow hereby acknowledge that they are indemnifying the Escrow Holder against any and all matters relating to any "Bulk Sales" requirements and instruct Escrow Holder to proceed with the closing of escrow without any consideration of matter of any nature whatsoever regarding "Bulk Sales" being handled through escrow.

12. RIGHT OF RESIGNATION

Escrow Holder has the right to resign upon written notice delivered to the parties herein. If such right is exercised, Escrow Holder shall return all funds and documents to the party who deposited them, unless stated otherwise, and Escrow Holder shall have no liability hereunder.

13. HAZARD INSURANCE POLICIES

In the event financing is being obtained, Buyer/Borrower agrees to provide new or existing hazard insurance policy acceptable to their lender and to authorize payment of premium through escrow unless a paid receipt is provided to escrow.

When no lender financing is involved, Escrow Holder is authorized and instructed to close this escrow transaction without proof of hazard insurance coverage covering the subject property. Buyer acknowledges they have agreed to obtain applicable hazard insurance on the real and/or personal property, outside of escrow. In doing so, Buyer hereby releases, relieves, indemnifies and holds Escrow Holder harmless with regard to any and all responsibility and/or liability in connection with any loss, damage and/or injury to Buyer and/or Buyer's property, as a result of, however not limited to, fire, theft, earthquake, flood and/or acts of God, now or in the future.

Further, there shall be no responsibility upon the part of Escrow Holder to verify the policy of insurance provides adequate coverage needed nor ensure the policy or policies of insurance are issued and in effect after Close of Escrow. Escrow Holder has no obligation to renew hazard insurance policy(s) upon expiration or otherwise keep it in force either during or subsequent to the close of escrow. Cancellation of any existing hazard insurance policies is to be handled directly by the parties, and outside of escrow.

GENERAL PROVISIONS

(continued)

14. CONFLICTS IN ESCROW INSTRUCTIONS; DISPUTES

In the event Escrow Holder receives any conflicting instructions, notices, or demands, or is unable to close this escrow for any reason, in Escrow Holder's sole discretion and without any liability, and without concern over the merits of any disputes between the parties, Escrow Holder may take any action Escrow Holder deems appropriate, including resignation from the escrow, or taking no further action in this escrow until otherwise directed, either by the parties' mutual written instructions, or by final order of a court of competent jurisdiction. The parties, jointly and severally, will pay promptly on demand any costs, expenses and losses incurred by Escrow Holder in compliance with this instruction. Notwithstanding anything contained herein to the contrary, Escrow Holder shall not be liable to parties hereto, or any other party for the failure of Escrow Holder to comply with the conflicting or adverse instructions or demands of such parties.

15. ACTION IN INTERPLEADER

The Parties hereto expressly agree that Escrow Holder has the absolute right to file an action in interpleader requiring the parties to answer and litigate their several claims and rights among themselves and Escrow Holder is authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the parties jointly and severally agree to pay Escrow Holder's cancellation charges and costs, expenses and reasonable attorney's fees which Escrow Holder must expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefore to be rendered by the court. Upon the filing of such action, Escrow Holder shall thereupon be fully released and discharged from all obligations imposed by the terms of this escrow or otherwise.

16. TERMINATION OF AGENCY OBLIGATION

If there is no action taken on this escrow within six (6) months after the "time limit date" as set forth in the escrow instructions or written extension thereof, Escrow Holder's agency obligation shall terminate at its option and all documents, monies or other items held by Escrow Holder shall be returned to the parties depositing same. In the event of cancellation of this escrow, whether it be at the request of any of the parties or otherwise, the fees and charges due Escrow Holder, including expenditures incurred and/or authorized shall be borne equally by the parties hereto (unless otherwise agreed to specifically).

17. DELIVERY/RECEIPT

Delivery to parties as used in these instructions unless otherwise stated herein is to be by hand in person to the party, regular mail, email, or fax to any of the contact information provided in these instructions. If delivered by regular mail receipt is determined to be seventy-two (72) hours after such mailing. All documents, balances and statements due to the undersigned may be delivered to the contact information shown herein. All notices, change of instructions, communications and documents are to be delivered in writing to the office of Escrow Holder as set forth herein.

18. FUNDS DISBURSED IN ERROR

In the event funds are disbursed incorrectly by Escrow Holder for any reason, to the Buyer or Seller, each of the parties agrees to cooperate with Escrow Holder and to promptly return to Escrow Holder any excess funds mistakenly disbursed to such party UPON NOTIFICATION from Escrow Holder. If any legal action, arbitration or other proceeding is brought to collect such excess funds mistakenly disbursed, Escrow Holder shall be entitled to the recovery of any costs incurred.

19. STATE/FEDERAL CODE NOTIFICATIONS

According to Federal Law, the Seller, when applicable, will be required to complete a sales activity report that will be utilized to generate a 1099 statement to the Internal Revenue Service.

Pursuant to State Law, prior to the close of escrow, Buyer will provide Escrow Holder with a Preliminary Change of Ownership Report. In the event said report is not handed to Escrow Holder for submission to the County in which subject property is located, upon recording of the Grant Deed, Buyers acknowledge that the applicable fee will be assessed by said County and Escrow Holder shall debit the account of Buyer for same at close of escrow.

GENERAL PROVISIONS

(continued)

20. NON-RESIDENT ALIEN

The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a Transferee (Buyer) of a U.S. real property interest from a foreign person must withhold a statutory percentage of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service (IRS) within twenty (20) days after the transfer. Escrow Holder will not determine nor aid in the determination of whether the FIRPTA withholding provisions are applicable to the subject transaction, nor act as a Qualified Substitute under state or federal law, nor furnish tax advice to any party to the transaction. Escrow Holder will not determine nor aid in the determination of whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the IRS as they relate to FIRPTA, nor responsible for collecting and holding of any documentation from the Buyer or Seller on the Buyer's behalf for the purpose of supporting a claim of an exception or exemption. Escrow Holder is not an agent for the Buyer for the purposes of receiving and analyzing any evidence or documentation that the Seller in the subject transaction is a U.S. citizen or resident alien. Escrow Holder is not responsible for the payment of this tax and/or penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the Buyer. Escrow Holder is not responsible for the completion of any IRS documents or related forms related to the referenced statute. The Buyer is advised: they must independently make a determination of whether the contemplated transaction is subject to the withholding requirement; bear full responsibility for compliance with the withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction; and they are responsible for the completion of any and all forms, including but not limited to applicable IRS documentation, and the mailing of those forms. The Buyer is advised any forms, documents, or information received from Escrow Holder is not tax or legal advice and should not be construed as such nor treated as a complete representation of FIRPTA requirements. Buyer should seek outside counsel from a qualified individual to determine any and all implications of the referenced statute.

21. ENCUMBRANCES

Escrow Holder is to act upon any statements furnished by a lienholder or his agent without liability or responsibility for the accuracy of such statements. Any adjustments necessary because of a discrepancy between the information furnished Escrow Holder and any amount later determined to be correct shall be settled between the parties directly and outside of escrow.

Escrow Holder is authorized, without the need for further approval, to debit my account for any fees and charges that I have agreed to pay in connection with this escrow, and for any amounts that I am obligated to pay to the holder of any lien or encumbrance to establish the title as insured by the policy of title insurance called for in these instructions. If for any reason my account is not debited for such amounts at the time of closing, I agree to pay them immediately upon demand, or to reimburse any other person or entity who has paid them.

22. ENVIRONMENTAL ISSUES

Escrow Holder has made no investigation concerning said property as to environmental/toxic waste issues. Any due diligence required or needed to determine environmental impact as to forms of toxification, if applicable, will be done directly and by parties outside of escrow. Escrow Holder is released of any responsibility and/or liability in connection therewith.

23. USURY

Escrow Holder is not to be concerned with any questions of usury in any loan or encumbrance involved in the processing of this escrow and is hereby released of any responsibility or liability, therefore.

24. DISCLOSURE

Escrow Holder's knowledge of matters affecting the property, provided such facts do not prevent compliance with these instructions, does not create any liability or duty in addition to these instructions.

25. FACSIMILE/ELECTRONIC SIGNATURE

Escrow Holder is hereby authorized and instructed that, in the event any party utilizes electronic, or "facsimile" transmitted signed documents or instructions to Escrow Holder, Escrow Holder is to rely on the same for all escrow instruction purposes and the closing of escrow as if the documents bore original signatures. "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law.

26. CLARIFICATION OF DUTIES

Escrow Holder serves ONLY as an Escrow Holder in connection with these instructions and cannot give legal advice to any party hereto.

Escrow Holder is not to be held accountable or liable for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same, nor to any non-party to the escrow. Escrow Holder's duties hereunder shall be limited to the proper handling of such money and the proper safekeeping of such instruments, or other documents received by Escrow Holder, and for the disposition of same in accordance with the written instructions accepted by Escrow Holder.

The agency and duties of Escrow Holder commence only upon receipt of copies of these Escrow Instructions executed by all parties.

27. FUNDS HELD IN ESCROW

When the Escrow Holder has funds remaining in escrow over ninety (90) days after close of escrow or estimated close of escrow, Escrow Holder shall impose a monthly holding fee of Twenty-Five and No/100 Dollars (\$25.00) that is to be charged against the funds held by Escrow Holder.

GENERAL PROVISIONS

(continued)

28. ACTS OUTSIDE OF ESCROW

Escrow Holder shall have no responsibility for any acts, agreements, or obligations between the parties performed outside of these escrow instructions or to any non-party. Escrow Holder's duties are strictly limited to those set forth in these escrow instructions and any mutually executed written amended instructions thereto. Escrow Holder shall have no liability in connection with any matter not expressly covered by these instructions.

29. STATUTE OF LIMITATIONS

No action shall lie against Escrow Holder for any claim, loss, liability or alleged cause of action of any kind or nature whatsoever, unless brought within twenty-four (24) months after the close of escrow or any cancellation, transfer or termination of escrow for any reason whatsoever if the action is not brought within the herein mentioned twenty-four (24) month period such action will be forever barred.

30. DISCLOSURE REGARDING CAL. GOV. CODE 12956.2

As part of any real property transaction, you will be provided with a preliminary report covering the subject property for purposes of obtaining a title insurance policy. Documents referenced in such report may include possible unlawfully restrictive covenants. While discriminatory covenants have been illegal for decades, it is possible that historical documents may reflect such unlawfully restrictive covenants in the land records today. If, upon review, you find such a covenant and wish to request redaction of that document within the county land records, notify your real estate agent, escrow officer or title officer. They can provide the Restrictive Covenant Modification Form, which can be completed and submitted to the county recorder in accordance with California law.

31. LIMITED ENGLISH PROFICIENCY

Borrowers who are limited in English proficiency in need of an interpreter or assistance translating the loan documents from English to another language should contact their lender or the Escrow Holder at (408)253-9050 as soon as possible in order for arrangements to be made.

THIS AGREEMENT IN ALL PARTS APPLIES TO, INURES TO THE BENEFIT OF, AND BINDS ALL PARTIES HERETO, THEIR HEIRS, LEGATEES, DEVISEES, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, AND WHENEVER THE CONTEXT SO REQUIRES THE MASCULINE GENDER INCLUDES THE FEMININE AND NEUTER, AND THE SINGULAR NUMBER INCLUDES THE PLURAL. THESE INSTRUCTIONS AND ANY OTHER AMENDMENTS MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH SHALL BE CONSIDERED AS AN ORIGINAL AND BE EFFECTIVE AS SUCH.

MY SIGNATURE HERETO CONSTITUTES INSTRUCTION TO ESCROW HOLDER OF ALL TERMS AND CONDITIONS CONTAINED IN THIS AND ALL PRECEDING PAGES AND FURTHER SIGNIFIES THAT I HAVE READ AND UNDERSTAND THESE GENERAL PROVISIONS.

Chicago Title Company conducts escrow business under License No. 2993-4 issued by the California Department of Insurance.

END OF INSTRUCTIONS

GENERAL PROVISIONS

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BUYER(S):

Dhyan Foundation, Inc

BY: Saloni Sachdev
Saloni Sachdev
Director

6/18/2025
Date

Forwarding Address:

28607 Tanner Crossing Ln

katy Texas 77494

6092164147

Phone: _____ Fax: _____

Email: usa.dhyanfoundation@gmail.com

Direct Deposit on behalf of: _____

Receiving Bank: _____

City/State: _____

ABA No.: _____

Account Name: _____

Account No.: _____

GENERAL PROVISIONS

(continued)

SELLER(S):

Ganhou Sou

Date

Kanou Sou

Date

Forwarding Address:

Phone: _____ Fax: _____

Email: _____

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 612-38-041

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

BEGINNING AT A 3/4 INCH IRON PIPE SET IN THE SOUTHEASTERLY LINE OF THAT CERTAIN 10.22 ACRE TRACT OF LAND BY ROBERT J. MACEDO, ET UX, TO JOSEPH P. CUENE, ET UX, BY DEED RECORDED JANUARY 20, 1958, BOOK 3986 OFFICIAL RECORDS, PAGE 379, SANTA CLARA COUNTY RECORDS, AT THE MOST SOUTHWESTERLY CORNER OF THE 8 ACRE TRACT OF LAND CONVEYED TO GENE P. HOLWEGER, ET UX, BY DEED RECORDED NOVEMBER 18, 1964, BOOK 6746 OFFICIAL RECORDS, PAGE 89, SANTA CLARA COUNTY RECORDS; THENCE ALONG THE SOUTHEAST LINE OF SAID 10.22 ACRE TRACT, N 87° 30' W 50.98 FEET TO A 3/4 INCH IRON PIPE, S 73° 05' W. 99.66 FEET TO AN IRON PIPE IN FENCE AND S. 65° 35' W. 264.54 FEET TO AN IRON PIPE IN FENCE AT THE MOST SOUTHERLY CORNER OF SAID 10.22 ACRE TRACT OF LAND, THENCE RUNNING ALONG THE WESTERLY LINE OF SAID 10.22 ACRE TRACT, N. 18° 44' 30" W. 143.95 FEET TO AN IRON PIPE, N. 37° 15' 20" E. 206.00 FEET TO AN IRON PIPE AND N. 13° 20' 20" E. 196.49 FEET TO A 3/4 INCH PIPE AT A CORNER OF THE 8 ACRE TRACT OF LAND ABOVE REFERRED TO; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID 8 ACRE TRACT, S. 72° 15' 10" E. 30.00 FEET AND S. 34° 09' 50" E. 418.30 FEET TO THE POINT OF BEGINNING, AND BEING A PORTION OF SAID 10.22 ACRE TRACT OF LAND IN THE PUEBLO LANDS TO THE CITY OF SAN JOSE.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT IN THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED AS PARCEL NO. 1, DISTANT THEREON N. 87° 0' W. 50.98 FEET AND S. 73° 05' W. 99.66 FEET FROM THE EASTERLY CORNER THEREOF; THENCE FROM SAID POINT OF BEGINNING ALONG THE BOUNDARY LINES OF SAID PARCEL OF LAND DESCRIBED AS PARCEL NO. 1 AS FOLLOWS:

S. 65° 35' W. 264.54 FEET TO THE SOUTHERLY CORNER THEREOF, N. 18° 44' 30" W. 143.95 FEET AND N. 37° 15' 20" E. 206 FEET; THENCE LEAVING SAID BOUNDARY LINES SOUTHWESTERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

ALSO BEING PARCEL A OF PARCEL MAP FILED MAY 7, 1980 IN BOOK 463 OF MAPS, AT PAGE 7, SANTA CLARA COUNTY RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE RIGHT OF WAY 12 FEET IN WIDTH, AS ESTABLISHED BY THE PARTITION DEED EXECUTED BY AND BETWEEN MARY SILVERA, ROSE R. FIAL, MANUAL FIAL, JOSEPH FIAL AND FRANK FIAL, DATED NOVEMBER 14, 1930 AND RECORDED NOVEMBER 26, 1930, BOOK 539 OFFICIAL RECORDS, PAGE 532, THE SOUTHERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT A 2 X 3 STAKE AND 6 X 6 POST MARKED L17F AT THE SOUTHEAST CORNER OF THAT 61.62 ACRE TRACT CONVEYED BY FRANK MCNIERNAN TO M. R. FIAL BY DEED RECORDED OCTOBER 22, 1889 IN VOLUME 123 OF DEEDS, PAGE 42, RECORDS SANTA CLARA COUNTY, CALIFORNIA, AND RUNNING THENCE S 76° 12' W. ALONG THE SOUTHERLY LINE OF THE SAID 61.62 ACRE TRACT 142.56 FEET TO AN IRON PIPE IN THE CENTER LINE OF A DRY CREEK, THENCE N. 0° 07' 20" E. 11.0 FEET TO A POINT ON THE HIGH NORTH BANK OF A DRY CREEK, WHICH POINT IS THE TRUE POINT OF BEGINNING, AND FROM WHICH POINT THE EASTERLY END OF THE NORTHERLY LINE OF THE HEREIN DESCRIBED RIGHT OF WAY BEARS N. 0° 07' 20" E. AND RUNNING THENCE S. 76° 53' W. 133.43 FEET TO A POINT ON THE SAID HIGH NORTH BANK, THENCE S. 87° 22' W. 155 FEET TO A 2X3 STAKE ON THE SAID HIGH NORTH BANK, THENCE S 75° 45' 10" W. 198.10 FEET TO A 2X3 STAKE, THENCE S. 52° 15' W.

EXHIBIT "A"
Legal Description

176.45 FEET TO A 2X3 STAKE, THENCE S. 72° 27' W. 56.35 FEET TO A 2X3 STAKE, THENCE S. 36° 16' W. 39.48 FEET TO A POINT ON THE SOUTHERLY LINE OF THE SAID 61.62 ACRE TRACT WHICH POINT IS THE WESTERLY END OF THE HEREIN DESCRIBED SOUTHERLY LINE OF A 12 FOOT RIGHT OF WAY AND FROM WHICH POINT THE WESTERLY END OF THE NORTHERLY LINE OF THE HEREIN DESCRIBED 12 FOOT RIGHT OF WAY BEARS S 65° 35' W. AND FROM WHICH POINT AN IRON PIPE AT A FENCE CORNER ON THE SOUTHERLY LINE OF SAID 61.62 ACRE TRACT BEARS S. 65° 35' W. 18 FEET, BEING PART OF THE SAID 61.62 ACRE TRACT.

PARCEL THREE:

A NON-EXCLUSIVE RIGHT OF WAY AS APPURTENANT TO PARCEL ONE HEREINABOVE ALONG THE PRESENT TRAVELED ROAD ALONG THE VINEYARD, AS GRANTED BY FRANK MCKIERNAN TO M. R. FIAL, BY DEED DATED OCTOBER 22, 1889, AND RECORDED OCTOBER 22, 1889, BOOK 123 OF DEEDS, PAGE 42, SANTA CLARA COUNTY RECORDS.

PARCEL FOUR:

THE RIGHT AS ESTABLISHED BY THE PARTITION DEED EXECUTED BY AND BETWEEN MARY SILVERA, ROSE R. FIAL, MANUEL FIAL, JOSEPH FIAL AND FRANK FIAL, DATED NOVEMBER 14, 1930, RECORDED NOVEMBER 26, 1930, BOOK 539 OFFICIAL RECORDS, PAGE 552, TO LAY DOWN AND MAINTAIN ONE PIPE TO BE USED IN COMMON WITH THE OWNERS NAMED HEREIN AND TO CONDUCT WATER THEREIN FROM A WELL ON THE 11.22 ACRE TRACT, A PORTION OF THE 61.62 ACRE TRACT CONVEYED TO M. R. FIAL BY DEED RECORDED OCTOBER 22, 1889 IN VOLUME 123 OF DEEDS, PAGE 42, SANTA CLARA COUNTY RECORDS, AND TO CONNECT WITH SAID PIPE, THE ROUTE OF SAID PIPE SHALL BE OVER AND ALONG THE FOLLOWING ROUTE, NAMELY, FROM SAID SPRING BY DIRECT LINE, THENCE ALONG THE NORTH SIDES OF THE 12 FOOT RIGHT OF WAY, FOLLOWING THE COURSE IN A GENERAL WESTERLY DIRECTION.

PARCEL FIVE:

A NON-EXCLUSIVE RIGHT OF WAY AS APPURTENANT TO PARCEL ONE ABOVE OR ANY PORTION THEREOF, FOR INGRESS AND EGRESS AND THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES, OVER ALONG AND UNDER A STRIP OF LAND 30 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4 INCH IRON PIPE SET ON THE WESTERLY LINE OF THE 8 ACRE TRACT OF LAND CONVEYED TO GENE F. HOLWEGER, ET UX, BY DEED RECORDED NOVEMBER 18, 1964, BOOK 6746 OFFICIAL RECORDS, PAGE 89, DISTANT THEREIN S. 17° 44' 50" W. 511.64 FEET FROM THE NORTHWESTERLY CORNER THEREOF; THENCE ALONG SAID WESTERLY LINE OF SAID 8 ACRE TRACT OF LAND, S. 17° 44' 50" W. 87.65 FEET; THENCE LEAVING SAID WESTERLY LINE RUNNING S. 24° 00' W. 59.62 FEET; THENCE S. 7° 07' W. 71.00 FEET TO A POINT ON THE WESTERLY LINE OF THE TRACT OF LAND CONVEYED TO JOSEPH P. CUENE, ET UX, BY DEED RECORDED JANUARY 20, 2958, BOOK 3986 OFFICIAL RECORDS, PAGE 379; THENCE ALONG SAID WESTERLY LINE OF SAID TRACT OF LAND SO CONVEYED TO CUENE, S. 13° 20' W. 64.00 FEET; THENCE LEAVING SAID WESTERLY LINE AND RUNNING SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID LAST NAMED COURSE, WITH A RADIUS OF 220.00 FEET, THROUGH A CENTRAL ANGLE OF 23° 58' 50" FOR AN ARC DISTANCE OF 92.08 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID TRACT OF LAND SO CONVEYED TO CUENE; THENCE ALONG SAID NORTHWESTERLY LINE S. 37° 18' 50" W. 119.35 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE, SOUTHERLY ON AN A CURVE TO THE LEFT, TANGENT TO SAID LAST NAMED COURSE, WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 56° 03' 35" FOR AN ARC DISTANCE OF 73.38 FEET; THENCE S. 18° 44' 45" E. 103.75 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT OF LAND SO CONVEYED TO CUENE.

EXHIBIT "A"
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NOTE: PARCEL FOUR herein described is only being included so as to avoid the Company being the cause of excluding it from deeds or encumbrances, but no insurance is to be provided as to said parcel. Anything to the contrary in the policy or endorsements thereto notwithstanding, said parcel is not insured even though it may be included as part of the description of the land described or referred to in the policy.

FIDELITY NATIONAL FINANCIAL CALIFORNIA PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This California Privacy Notice explains how we collect, use, and disclose Personal Information, when and to whom we disclose such information, and the rights you, as a California resident ("Consumer"), have regarding your Personal Information ("California Privacy Rights"). "Personal Information" means information that identifies, relates to, describes, and is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. If FNF has collected, used, or disclosed your Personal Information in relation to a job application or employment, independent contractor, officer, owner, or director relationship with FNF, FNF's practices are discussed in our Notice at Collection for Prospective Employees, available at [Prospective California Employees](#).

Some subsidiaries maintain separate California Privacy Notices or privacy statements. If a subsidiary has a separate California Privacy Notice, it will be available on the subsidiary's website, and this California Privacy Notice does not apply.

Collection of categories of Personal Information:

In the preceding twelve (12) months FNF has collected, and will continue to collect, the following categories of Personal Information from you:

- Identifiers such as name, address, telephone number, IP address, email address, account name, social security number, driver's license number, state identification card, passport number, financial information, date of birth, or other similar identifiers;
- Characteristics of protected classifications under California or Federal law;
- Commercial information, including records of personal property, products or services purchased, or other purchasing or consuming histories;
- Internet or other electronic network activity information including, but not limited to browsing history on FNF websites and information regarding a Consumer's interaction with an FNF website;
- Geolocation data;
- Unique biometric data used to authenticate a specific individual such as a fingerprint, retina, or iris image;
- Professional or employment information;
- Education Information.

This Personal Information is collected from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with FNF, our affiliates, or others;
- Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities, or from internet service providers, data analytics providers, and social networks;
- Information from the use of our websites and mobile applications;
- Information we receive directly from you related to doing business with us.

This Personal Information is collected for the following business purposes:

- To provide products and services to you or in connection with a transaction involving you;
- To perform a contract between FNF and the Consumer;
- To improve our products and services;
- To comply with legal obligations;
- To detect and protect against fraudulent or illegal activity;

- To communicate with you about FNF or our affiliates;
- To maintain an account with FNF or our affiliates;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To provide, support, personalize, and develop our websites, products, and services;
- To directly market our products to consumers;
- As described to you when collecting your Personal Information or as otherwise set forth in the California Consumer Privacy Act.

Disclosures of Personal Information for a business purpose:

In the preceding twelve (12) months FNF has disclosed, and will continue to disclose, the categories of Personal Information listed above for a business purpose. We may disclose Personal Information for a business purpose to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your prior consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service Providers and non-affiliated third parties such as data analytics providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

Sale of Personal Information:

In the preceding twelve (12) months, FNF has not sold or shared Personal Information. FNF does not sell or share Personal Information.

Retention Periods:

Due to the breadth and variety of data collected by FNF, it is not possible for us to provide you with a comprehensive list of timeframes during which we retain each category of Personal Information. FNF retains categories of information as reasonably necessary to satisfy the purpose for which we collect the information. This time period varies depending on the purpose for which we collected the information, the nature and frequency of our interactions and relationship with you, whether we have a legal basis to continue retaining the information, industry practices, the value and sensitivity of the information, and state and federal recordkeeping requirements.

Personal Information of minors:

FNF does not knowingly collect the Personal Information of minors. FNF does not sell or share the information of consumers under sixteen (16) years of age.

Sensitive Personal Information:

FNF does not use or disclose sensitive Personal Information for any purposes other than those specified in the California Consumer Privacy Act.

Right to know:

Consumers have a right to know about Personal Information collected, used, disclosed, shared, or sold, including the categories of such Personal Information, as well as the purpose for such collection, use, disclosure, sharing, or selling, categories of third parties to whom Personal Information is disclosed, shared or sold, and the specific pieces of Personal Information collected about the consumer. Consumers have the right to request FNF disclose what Personal Information it collected, used, and disclosed in the past twelve (12) months.

Right to request deletion:

Consumers have a right to request the deletion of their Personal Information, subject to certain exceptions.

Right to Correct:

Consumers have the right to correct inaccurate Personal Information.

Right to non-discrimination:

Consumers have a right not to be discriminated against because of exercising their consumer privacy rights. We will not discriminate against Consumers for exercising any of their California Privacy Rights.

Privacy Requests:

To exercise any of your California Privacy Rights, or if acting as an authorized agent on behalf of another individual, please visit [California Privacy Request \(FNF.com/California-privacy\)](https://www.fidelity.com/california-privacy), call us Toll Free at 888-413-1748, or write to the address at the end of this notice.

Upon making a California Privacy Request, FNF will verify the consumer's identity by requiring an account, loan, escrow number, or other identifying information from the consumer.

The above-rights are subject to any applicable rights and obligations including both Federal and California exemptions rendering FNF, or Personal Information collected by FNF, exempt from certain CCPA requirements.

A Consumer may use an Authorized Agent to submit any CCPA request. Authorized agents' requests will be processed like any other CCPA request, but FNF will also require the Consumer provide the agent written permission to make the request and verify his or her identity with FNF.

FNF website services for mortgage loans:

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice describing the categories, sources, and uses of your Personal Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Information. FNF does not share Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

California Privacy Notice - Effective Date:

This California Privacy Notice was last updated on January 1, 2025.

Contact for more information:

For questions or concerns about FNF's California Privacy Notice and privacy practices, or to exercise any of your California Privacy Rights, please visit [California Privacy \(FNF.com/California-privacy\)](https://www.fidelity.com/california-privacy), call Toll Free 888-413-1748, or contact us by mail at the below address.

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC - Chicago Title Company
CLTC - Commonwealth Land Title Company
FNTC - Fidelity National Title Company
FNTCCA - Fidelity National Title Company of California
TICOR - Ticor Title Company of California
LTC - Lawyer's Title Company
SLTC - ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Co.
FNTIC - Fidelity National Title Insurance Co.
NTINY - National Title Insurance of New York

Available Discounts

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, CLTIC, FNTIC, NTINY)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

DISASTER AREA TRANSACTIONS (CTIC, CLTIC, FNTIC, NTINY)

This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a Lender's Policy (Standard or Extended), or an Owner's Policy (Standard or Homeowners coverage). To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

- A. The subject property is in a disaster area declared by the government of the United States or the State of California.
- B. The subject property was substantially or totally destroyed in the declared disaster.
- C. The subject property ownership has not changed since the time of the disaster.

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster.

DISASTER AREA ESCROWS (CTC, CLTC, FNTC, TICOR, LTC)

This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a loan or a sale escrow transaction. To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

- A. The subject property is in a disaster area declared by the government of the United States or the State of California.
- B. The subject property was substantially or totally destroyed in the declared disaster.
- C. The subject property ownership has not changed since the time of the disaster.

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster. Standard minimum charge applies based upon property type. No other discounts or special rates, or combination of discounts or special rates, shall be applicable. Applies to a single transaction per property.

This rate is applicable to the following Zones/Counties:

- Zone 1.A: Orange County
- Zone 1.B: Riverside and San Bernardino Counties
- Zone 2: Los Angeles County
- Zone 3: Ventura County
- Zone 10: San Diego County
- Zone 12: Imperial County

If used for a sale transaction, the application of this rate assumes the charge for the Residential Sale Escrow Services (RSES) fee will be split evenly between buyer and seller. As such and regardless of how the calculated applicable RSES will be split between the disaster victim and the other principal, the rate will be applied only to one half (1/2) of the calculated applicable RSES fee, regardless of whether the disaster victim is paying half (1/2) of the RSES fee (as is customary) or paying the entire fee. The rate under this provision will be fifty percent (50%) of disaster victims' one half (1/2) portion only and shall not apply to any portion paid by non-disaster victim. Additional services will be charged at the normal rates.

MILITARY DISCOUNT RATE (CTIC, CLTIC, FNTIC)

Upon the Company being advised in writing and prior to the closing of the transaction that an active duty, honorably separated, or retired member of the United States Military or Military Reserves or National Guard is acquiring or selling an owner occupied one-to-four family property, the selling owner or acquiring buyer, as applicable, will be entitled to a discount equal to fifteen percent (15%) of the otherwise applicable rates such party would be charged for title insurance policies. Minimum charge: Four Hundred Twenty-Five And No/100 Dollars (\$425.00)

The Company may require proof of eligibility from the parties to the transaction verifying they are entitled to the discount as described. No other discounts or special rates, or combination of discounts or special rates, shall be applicable.

MILITARY RATE (SLTC)

A discount of twenty percent (20%) off the purchase transaction closing and settlement fee or a discount of One Hundred And No/100 Dollars (\$100.00) off the refinance closing and settlement fee, will be applied when the loan is guaranteed by the United States Veterans Administration and the escrow fee is being paid by the consumer and is listed as paid by borrower on the Closing Disclosure and final Settlement Statement.



**CHICAGO TITLE
COMPANY**

PRELIMINARY REPORT APPROVAL

Darren Sanchez, Escrow Officer
Chicago Title Company
20100 Stevens Creek Blvd., Ste 100
Cupertino, CA 95014
Phone: (408)253-9050 Fax: 408-252-3792

Escrow No.: FWPS-2984240490
Esc. Officer: Darren Sanchez
Property: Non-situs '11435 Clayton Road' - APN
612-38-041
San Jose, CA 95127-5007

I have read the Preliminary Report issued by Chicago Title Company, dated May 8, 2025, covering the property described in your above numbered escrow, and approve the Policy of Title Insurance to be issued as required by my instructions to include exceptions therein Item No(s). 1 - 19 of said report, in addition to those specific items described in my escrow instructions or created by me.

I hereby acknowledge receipt of copy of said Preliminary Report.

In addition to the above, the undersigned hereby approve the legal description shown in Exhibit "A" of said report and authorize the use of said description on all documents in this transaction.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BUYER(S):

Dhyan Foundation, Inc
BY: Saloni Sachdev
Saloni Sachdev
Director

Signed by:
Saloni Sachdev
98765E3D8D1D466...

6/18/2025
Date



PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Jeff Doushounian
Authorized Officer or Agent



Visit Us on our Website: www.ctic.com



ISSUING OFFICE: 675 North First Street, Suite 400, San Jose, CA 95112

FOR SETTLEMENT INQUIRIES, CONTACT:

Chicago Title Company
20100 Stevens Creek Blvd., Ste 100 • Cupertino, CA 95014
(408)253-9050 • FAX (408)252-3792

**Another Prompt Delivery From Chicago Title Company Title Department
Where Local Experience And Expertise Make A Difference**

PRELIMINARY REPORT

Update A

Title Officer: Margo Adams
Email: margo.adams@titlegroup.fntg.com
Title No.: FWPS-2984240490-MA

Escrow Officer: Darren Sanchez
Email: darren.sanchez@ctt.com
Escrow No.: FWPS-2984240490

TO: Coldwell Banker
19330 Stevens Creek Blvd.
Cupertino, CA 95014
Attn: Jerry Zang

PROPERTY ADDRESS(ES): Non-situs '11435 Clayton Road' - APN 612-38-041, San Jose, CA

EFFECTIVE DATE: May 8, 2025 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy 1990 (04-08-14)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

Fee simple as to Parcel(s) ONE

Easement(s) more fully described below as to Parcel(s) TWO, THREE AND FIVE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Yanfeng Cao and Xumin Ye, husband and wife as community property

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**WE HAVE READ, APPROVED AND ACKNOWLEDGE
RECEIPT OF A COPY HEREOF**

Signed by: Saloni Salinder Date: 6/18/2025
By: 98765E3D8D1D466...

By: _____ Date: _____

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 612-38-041

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

BEGINNING AT A 3/4 INCH IRON PIPE SET IN THE SOUTHEASTERLY LINE OF THAT CERTAIN 10.22 ACRE TRACT OF LAND BY ROBERT J. MACEDO, ET UX, TO JOSEPH P. CUENE, ET UX, BY DEED RECORDED JANUARY 20, 1958, BOOK 3986 OFFICIAL RECORDS, PAGE 379, SANTA CLARA COUNTY RECORDS, AT THE MOST SOUTHWESTERLY CORNER OF THE 8 ACRE TRACT OF LAND CONVEYED TO GENE P. HOLWEGGER, ET UX, BY DEED RECORDED NOVEMBER 18, 1964, BOOK 6746 OFFICIAL RECORDS, PAGE 89, SANTA CLARA COUNTY RECORDS; THENCE ALONG THE SOUTHEAST LINE OF SAID 10.22 ACRE TRACT, N 87° 30' W 50.98 FEET TO A 3/4 INCH IRON PIPE, S 73° 05' W. 99.66 FEET TO AN IRON PIPE IN FENCE AND S. 65° 35' W. 264.54 FEET TO AN IRON PIPE IN FENCE AT THE MOST SOUTHERLY CORNER OF SAID 10.22 ACRE TRACT OF LAND, THENCE RUNNING ALONG THE WESTERLY LINE OF SAID 10.22 ACRE TRACT, N. 18° 44' 30" W. 143.95 FEET TO AN IRON PIPE, N. 37° 15' 20" E. 206.00 FEET TO AN IRON PIPE AND N. 13° 20' 20" E. 196.49 FEET TO A 3/4 INCH PIPE AT A CORNER OF THE 8 ACRE TRACT OF LAND ABOVE REFERRED TO; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID 8 ACRE TRACT, S. 72° 15' 10" E. 30.00 FEET AND S. 34° 09' 50" E. 418.30 FEET TO THE POINT OF BEGINNING, AND BEING A PORTION OF SAID 10.22 ACRE TRACT OF LAND IN THE PUEBLO LANDS TO THE CITY OF SAN JOSE.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT IN THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED AS PARCEL NO. 1, DISTANT THEREON N. 87° 0' W. 50.98 FEET AND S. 73° 05' W. 99.66 FEET FROM THE EASTERLY CORNER THEREOF; THENCE FROM SAID POINT OF BEGINNING ALONG THE BOUNDARY LINES OF SAID PARCEL OF LAND DESCRIBED AS PARCEL NO. 1 AS FOLLOWS:

S. 65° 35' W. 264.54 FEET TO THE SOUTHERLY CORNER THEREOF, N. 18° 44' 30" W. 143.95 FEET AND N. 37° 15' 20" E. 206 FEET; THENCE LEAVING SAID BOUNDARY LINES SOUTHWESTERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

ALSO BEING PARCEL A OF PARCEL MAP FILED MAY 7, 1980 IN BOOK 463 OF MAPS, AT PAGE 7, SANTA CLARA COUNTY RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE RIGHT OF WAY 12 FEET IN WIDTH, AS ESTABLISHED BY THE PARTITION DEED EXECUTED BY AND BETWEEN MARY SILVERA, ROSE R. FIAL, MANUAL FIAL, JOSEPH FIAL AND FRANK FIAL, DATED NOVEMBER 14, 1930 AND RECORDED NOVEMBER 26, 1930, BOOK 539 OFFICIAL RECORDS, PAGE 532, THE SOUTHERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT A 2 X 3 STAKE AND 6 X 6 POST MARKED L17F AT THE SOUTHEAST CORNER OF THAT 61.62 ACRE TRACT CONVEYED BY FRANK MCNIERNAN TO M. R. FIAL BY DEED RECORDED OCTOBER 22, 1889 IN VOLUME 123 OF DEEDS, PAGE 42, RECORDS SANTA CLARA COUNTY, CALIFORNIA, AND RUNNING THENCE S 76° 12' W. ALONG THE SOUTHERLY LINE OF THE SAID 61.62 ACRE TRACT 142.56 FEET TO AN IRON PIPE IN THE CENTER LINE OF A DRY CREEK, THENCE N. 0° 07' 20" E. 11.0 FEET TO A POINT ON THE HIGH NORTH BANK OF A DRY CREEK, WHICH POINT IS THE TRUE POINT OF BEGINNING, AND FROM WHICH POINT THE EASTERLY END OF THE NORTHERLY LINE OF THE HEREIN DESCRIBED RIGHT OF WAY BEARS N. 0° 07' 20" E. AND RUNNING THENCE S. 76° 53'

EXHIBIT "A"
Legal Description
 (continued)

W. 133.43 FEET TO A POINT ON THE SAID HIGH NORTH BANK, THENCE S. 87° 22' W. 155 FEET TO A 2X3 STAKE ON THE SAID HIGH NORTH BANK, THENCE S 75° 45' 10" W. 198.10 FEET TO A 2X3 STAKE, THENCE S. 52° 15' W. 176.45 FEET TO A 2X3 STAKE, THENCE S. 72° 27' W. 56.35 FEET TO A 2X3 STAKE, THENCE S. 36° 16' W. 39.48 FEET TO A POINT ON THE SOUTHERLY LINE OF THE SAID 61.62 ACRE TRACT WHICH POINT IS THE WESTERLY END OF THE HEREIN DESCRIBED SOUTHERLY LINE OF A 12 FOOT RIGHT OF WAY AND FROM WHICH POINT THE WESTERLY END OF THE NORTHERLY LINE OF THE HEREIN DESCRIBED 12 FOOT RIGHT OF WAY BEARS S 65° 35' W. AND FROM WHICH POINT AN IRON PIPE AT A FENCE CORNER ON THE SOUTHERLY LINE OF SAID 61.62 ACRE TRACT BEARS S. 65° 35' W. 18 FEET, BEING PART OF THE SAID 61.62 ACRE TRACT.

PARCEL THREE:

A NON-EXCLUSIVE RIGHT OF WAY AS APPURTENANT TO PARCEL ONE HEREINABOVE ALONG THE PRESENT TRAVELED ROAD ALONG THE VINEYARD, AS GRANTED BY FRANK MCKIERNAN TO M. R. FIAL, BY DEED DATED OCTOBER 22, 1889, AND RECORDED OCTOBER 22, 1889, BOOK 123 OF DEEDS, PAGE 42, SANTA CLARA COUNTY RECORDS.

PARCEL FOUR:

THE RIGHT AS ESTABLISHED BY THE PARTITION DEED EXECUTED BY AND BETWEEN MARY SILVERA, ROSE R. FIAL, MANUEL FIAL, JOSEPH FIAL AND FRANK FIAL, DATED NOVEMBER 14, 1930, RECORDED NOVEMBER 26, 1930, BOOK 539 OFFICIAL RECORDS, PAGE 552, TO LAY DOWN AND MAINTAIN ONE PIPE TO BE USED IN COMMON WITH THE OWNERS NAMED HEREIN AND TO CONDUCT WATER THEREIN FROM A WELL ON THE 10.22 ACRE TRACT, A PORTION OF THE 61.62 ACRE TRACT CONVEYED TO M. R. FIAL BY DEED RECORDED OCTOBER 22, 1889 IN VOLUME 123 OF DEEDS, PAGE 42, SANTA CLARA COUNTY RECORDS, AND TO CONNECT WITH SAID PIPE, THE ROUTE OF SAID PIPE SHALL BE OVER AND ALONG THE FOLLOWING ROUTE, NAMELY, FROM SAID SPRING BY DIRECT LINE, THENCE ALONG THE NORTH SIDES OF THE 12 FOOT RIGHT OF WAY, FOLLOWING THE COURSE IN A GENERAL WESTERLY DIRECTION.

PARCEL FIVE:

A NON-EXCLUSIVE RIGHT OF WAY AS APPURTENANT TO PARCEL ONE ABOVE OR ANY PORTION THEREOF, FOR INGRESS AND EGRESS AND THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES, OVER ALONG AND UNDER A STRIP OF LAND 30 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4 INCH IRON PIPE SET ON THE WESTERLY LINE OF THE 8 ACRE TRACT OF LAND CONVEYED TO GENE F. HOLWEGER, ET UX, BY DEED RECORDED NOVEMBER 18, 1964, BOOK 6746 OFFICIAL RECORDS, PAGE 89, DISTANT THEREIN S. 17° 44' 50" W. 511.64 FEET FROM THE NORTHWESTERLY CORNER THEREOF; THENCE ALONG SAID WESTERLY LINE OF SAID 8 ACRE TRACT OF LAND, S. 17° 44' 50" W. 87.65 FEET; THENCE LEAVING SAID WESTERLY LINE RUNNING S. 24° 00' W. 59.62 FEET; THENCE S. 7° 07' W. 71.00 FEET TO A POINT ON THE WESTERLY LINE OF THE TRACT OF LAND CONVEYED TO JOSEPH P. CUENE, ET UX, BY DEED RECORDED JANUARY 20, 2958, BOOK 3986 OFFICIAL RECORDS, PAGE 379; THENCE ALONG SAID WESTERLY LINE OF SAID TRACT OF LAND SO CONVEYED TO CUENE, S. 13° 20' W. 64.00 FEET; THENCE LEAVING SAID WESTERLY LINE AND RUNNING SOUTHERLY ON A CURVE TO THE RIGHT, TANGENT TO SAID LAST NAMED COURSE, WITH A RADIUS OF 220.00 FEET, THROUGH A CENTRAL ANGLE OF 23° 58' 50" FOR AN ARC DISTANCE OF 92.08 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID TRACT OF LAND SO CONVEYED TO

EXHIBIT "A"
Legal Description
(continued)

CUENE; THENCE ALONG SAID NORTHWESTERLY LINE S. 37° 18' 50" W. 119.35 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE, SOUTHERLY ON AN A CURVE TO THE LEFT, TANGENT TO SAID LAST NAMED COURSE, WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 56° 03' 35" FOR AN ARC DISTANCE OF 73.38 FEET; THENCE S. 18° 44' 45" E. 103.75 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT OF LAND SO CONVEYED TO CUENE.

NOTE: PARCEL FOUR herein described is only being included so as to avoid the Company being the cause of excluding it from deeds or encumbrances, but no insurance is to be provided as to said parcel. Anything to the contrary in the policy or endorsements thereto notwithstanding, said parcel is not insured even though it may be included as part of the description of the land described or referred to in the policy.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

- 1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2025-2026
- 2. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
- 3. All taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, which are not yet due and payable, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

Any possible charges or assessments for water bills, public utilities, code enforcement and sanitary bills which may exist, but have not yet been recorded and/or filed.

- 4. The herein described Land is within the boundaries of the Mello-Roos Community Facilities District(s). The annual assessments, if any, are collected with the county property taxes. Failure to pay said taxes prior to the delinquency date may result in the above assessment being removed from the county tax roll and subjected to Accelerated Judicial Bond Foreclosure. Inquiry should be made with said District for possible stripped assessments and prior delinquencies.
- 5. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
- 6. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
- 7. Water rights, claims or title to water, whether or not disclosed by the public records.
- 8. Reservations and rights contained in that certain document

Entitled: Deed
 Dated: October 22, 1889
 Executed by: Frank McKiernan
 Recording Date: October 22, 1889
 Recording No.: Book 123, Page 42, of Deeds

Reference is hereby made to said document for full particulars.

EXCEPTIONS
(continued)

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mary Silvera, et al
Purpose: water pipe lines, and ingress and egress
Recording Date: November 26, 1930
Recording No.: Book 539, Page 552, Official Records
Affects: that portion of said land as described therein

10. Matters contained in that certain document

Entitled: Partition Deed by Tenants in Common of Real Property
Dated: November 14, 1930
Executed by: Mary Silvera, Rose R. Fial, Mauel Fial, Alexander R. Fial, Joseph Fial and Frank Fial
Recording Date: November 26, 1930
Recording No.: Book 539, Page 552, Official Records

Reference is hereby made to said document for full particulars.

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Gene F. Holweger and Selma Z. Holweger, et al
Purpose: ingress and egress and for the installation and maintenance of public utilities
Recording Date: April 11, 1966
Recording No.: 3040356, Book 7342, Page 652, Official Records
Affects: Northwesterly portion of said land as described therein

12. Matters contained in that certain document

Entitled: Agreement
Dated: April 6, 1966
Executed by: Gene F. Holweger and Selma Z. Holweger, and John Nunes, et al
Recording Date: April 11, 1966
Recording No.: 3040356, Book 7342, Page 652, Official Records

Reference is hereby made to said document for full particulars.

13. Matters contained in that certain document

Entitled: Conditional Certificate of Compliance
Dated: April 9, 1979
Executed by: County of Santa Clara
Recording Date: April 9, 1979
Recording No.: 6336376, Book E402, Page 325, Official Records

Reference is hereby made to said document for full particulars.

EXCEPTIONS
(continued)

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Those owners of existing developed sites, who obtain County approval of such uses, and to owners of subsequently approved building sites, or both
Purpose: Right of way for ingress and egress, public utilities, storm and sanitary sewers, water pipe lines, and street purposes
Recording Date: April 25, 1980
Recording No.: 6715620, Book F294, Page 711, Official Records
Affects: Northwesterly 30 feet as described therein

15. An irrevocable offer to dedicate an easement over a portion of said Land for

Purpose(s): public street and road purposes
Recording Date: April 25, 1980
Recording No.: 6715620, Book F294, Page 711, Official Records
Affects: Northwesterly 30 feet as described therein

16. Recitals and notes as shown on that certain map/plat

Recording Date: May 7, 1980
Recording No.: Book 463 of Maps, Page 7

Reference is hereby made to said document for full particulars.

17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Edmundo Gabriel Torrez and Pauline P. Torrez
Purpose: ingress and egress; and ingress and egress and drainage purposes
Recording Date: January 19, 1999
Recording No.: 14604550, Official Records
Affects: that portion of said land as described therein

18. Matters contained in that certain document

Entitled: Agreement
Executed by: Flora Ng, et al
Recording Date: September 5, 2001
Recording No.: 15855808, Official Records

Reference is hereby made to said document for full particulars.

EXCEPTIONS
(continued)

19. Notwithstanding anything to the contrary, no insurance will be extended to the well, wellsite and/or improvements located thereon.

Note: Parcel FOUR herein described is only being included so as to avoid the Company being the cause of excluding it from deeds or encumbrances, but no insurance is to be provided as to said parcel. Anything to the contrary in the policy or endorsements thereto notwithstanding, said parcel is not insured even though it may be included as part of the description of the land described or referred to in the policy.

20. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

21. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
22. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
23. Prior to the close of escrow and the issuance of an ALTA Coverage Policy, an inspection of the property will be required.
24. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
25. Note: This property does not meet the criteria for an ALTA Homeowner's Policy to be issued.

END OF EXCEPTIONS

NOTES

Note 1. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note 2. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

Name(s) furnished: Dhyan Foundation, Inc

If these name(s) are incorrect, incomplete or misspelled, please notify the Company.

Note 3. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Dhyan Foundation, Inc

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

Note 4. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.:	612-38-041
Fiscal Year:	2024-2025
1st Installment:	\$1,427.48
2nd Installment:	\$1,427.48
Exemption:	\$0.00
Land:	\$213,909.00
Improvements:	\$0.00
Personal Property:	\$0.00
Code Area:	089-015

Note 5. The requirement that the complete and correct name(s) of the buyer(s) in this transaction be submitted to the Title Department at least 5 days prior to the close of Escrow.

NOTES
(continued)

- Note 6.** Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note 7.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 8.** If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 9.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.
- Note 10.** The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 11.** The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.
- Note 12.** The County of Santa Clara imposes a Monument Preservation fee of \$10.00 for the recording of any Deed with a legal description other than an entire lot as shown on recorded final map.

NOTES
(continued)

Note 13. The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies

- A. 2006 ALTA Owner's Policy (06-17-06).
6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
- B. 2006 ALTA Loan Policy (06-17-06).
8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
- C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).
10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
- D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).
12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
- E. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).
7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.
8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.

END OF NOTES



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

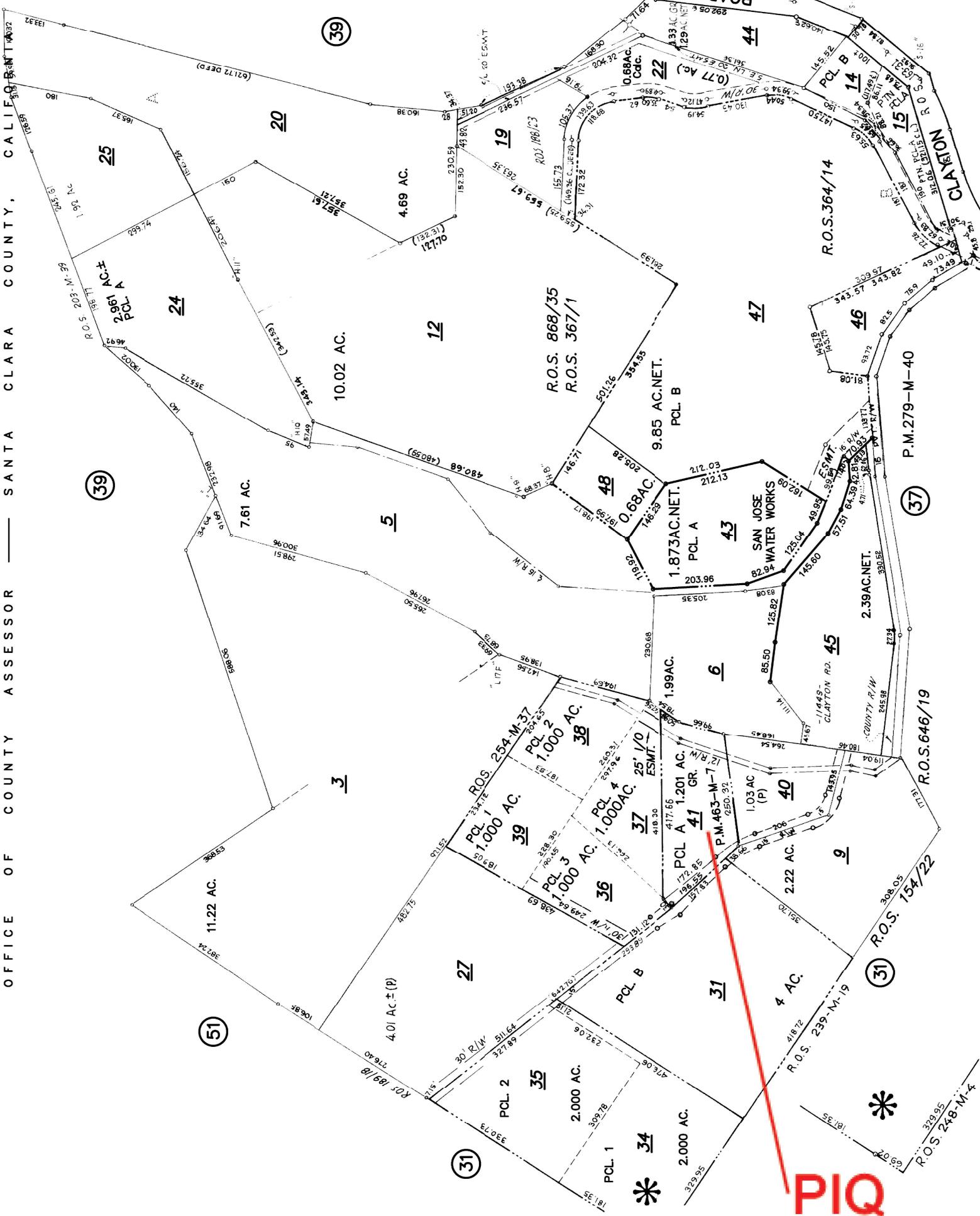
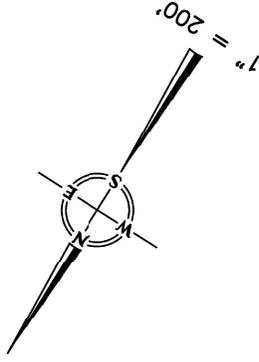
In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>



OFFICE OF COUNTY ASSESSOR — SANTA CLARA COUNTY, CALIFORNIA

PIQ

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To whom it may concern:

From: Chicago Title Company

Property: Non-situs '11435 Clayton Road' - APN 612-38-041, San Jose, CA 95127-5007

Date: June 16, 2025

This is to give you notice that Chicago Title Company is referring you to its affiliate, ValueCheck, Inc., a settlement services provider located in Colorado. Fidelity National Financial, Inc. is the ultimate parent company of both Chicago Title Company and ValueCheck, Inc. Because of this relationship, this referral may provide ValueCheck, Inc. a financial or other benefit.

Set forth below is the estimated charge or range of charges by ValueCheck for the settlement services listed. You are NOT required to use the listed provider as a condition for purchase, sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

ERecording Services: \$17.00/order*

*The estimated charges shown above may vary slightly depending on the location of the Property.

Acknowledgment

I/We have read this disclosure form and understand that Chicago Title Company is referring me/us to purchase the above described settlement service(s), and may receive a financial or other benefit as a result of this referral.

BUYER(S):

Dhyan Foundation, Inc

BY: Saloni Sachdev
Saloni Sachdev
Director

Signed by:
Saloni Sachdev
98765E3D8D1D466...

6/18/2025
Date



**CHICAGO TITLE
COMPANY**

**IMPORTANT NOTICE TO NEW
PROPERTY OWNERS**

Escrow No.: FWPS-2984240490

Property: Non-situs '11435 Clayton Road' - APN 612-38-041, San Jose, CA 95127-5007

Your Tax Collector's experience has shown that many tax delinquencies occur during the first year of property ownership. As a new property owner, you should be aware of the manner in which real property taxes are currently billed and paid.

It is your responsibility to obtain and pay the real property tax bill. Failure to receive a tax bill does not relieve the imposition of penalties after the delinquency date. The Tax Collector has no discretion regarding penalties.

County taxes are levied on both real and personal property and become a lien, annually, on the first day in January preceding the fiscal year for which such taxes are levied. The Fiscal year begins on July 1st and ends on June 30th of the following calendar year.

Property taxes are due and payable in two installments, although the property owner, may pay both installments prior to December 10th without penalty.

- The first installment is due November 1st and delinquent at 5:00 P.M. on December 10th.
- The second installment is due February 1st and delinquent at 5:00 P.M. on April 10th.

If the 10th day of December or April falls on Saturday, Sunday or a holiday, the time of delinquency is 5:00 P.M. on the next regular business day.

- Penalties of Ten Percent (10%) immediately begin accruing if payment is not made when due.

If your deed records after January 1st, the tax bill may be mailed to the prior owner. It is your responsibility to contact the Tax Collector's office if you fail to receive the tax bill in November of each year. If you have made alternate arrangements for the taxes to be paid on your behalf by a lender or agent, you may want to confirm that they are in receipt of the current tax bill to avoid penalties.

In addition, the within described property may be subject to supplemental real property taxes due to the change of ownership taking place through this escrow. Any supplemental real property taxes arising as a result of the transfer of the property to you shall be your sole responsibility. The due dates and delinquency dates may differ.

You are encouraged to contact the Tax Collector if you have any questions or if you wish to confirm your correct address on record to avoid penalties.

The undersigned has read and received a copy of the Notice.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dhyan Foundation, Inc. Signed by:

BY: Saloni Sachdev
Saloni Sachdev 98765E3D8D1D466...
Director

6/18/2025
Date



CHICAGO TITLE COMPANY

VESTING INFORMATION

Saloni Sachdev
Dhyan Foundation, Inc
28607 Tanner Crossing Lane
Katy, TX 77494

Date: June 16, 2025
Escrow No.: FWPS-2984240490
Esc. Officer: Darren Sanchez
Property: Non-situs '11435 Clayton Road' - APN
612-38-041
San Jose, CA 95127-5007

YOU AS ESCROW HOLDER ARE AUTHORIZED TO SHOW VESTING ON THE GRANT DEED TO RECORD AS FOLLOWS:

Names: Dhyan Foundation, Inc.

PLEASE MARK APPROPRIATE CHOICE FOR STATUS:

- Husband and Wife
- A Married Couple
- A Single Woman (never married)
- A Married Man (as his sole and separate property)*
- A Married Person (as his/her sole and separate property)*
- Wife and Husband
- A Single Man (never married)
- A Single Person (never married)
- A Married Woman (as her sole and separate property)*

*Please indicate name of spouse so interspousal deed may be drawn:

- An Unmarried Man (divorced)
- An Unmarried Person (divorced)
- A Widower (spouse deceased)
- Husband and Husband
- An Unmarried Woman (divorced)
- A Widow (spouse deceased)
- Registered Domestic Partners
- Wife and Wife

PLEASE MARK APPROPRIATE CHOICE FOR VESTING:

- Community Property
- Community Property with Right of Survivorship
- Tenants In Common (Please indicate each party's undivided interest: _____%)
- Sole and Separate Property (If married or domestic partnership, an Interspousal Grant Deed, a Quit Claim Deed, Statement Of Information and appropriate instructions will need to be submitted.)
- Partnership (Limited Or General) _____
- Corporation (CA or Other State) Texas
- Limited Liability Company (CA or Other State) _____
- A Trust
- Other _____

Escrow Holder advises the parties hereto to seek legal counsel with their attorney and/or accountant as to how they should hold title.

Dhyan Foundation, Inc. signed by:

BY: Saloni Sachdev
Saloni Sachdev
Director

6/18/2025
Date

The Risk Agency

Re: Insurance Proposal prepared exclusively for Dhyan Foundation Inc

Prepared for you by: **Chad DeVoll**
(972) 833-0803
August 1, 2025

Thank you for the opportunity to assist you in assessing your commercial insurance needs. As you may be aware, The Risk Agency is a full-service, independent property and casualty insurance agency. Being that we are an independent agency, we are able to work for you by shopping from among many of the leading insurance companies to find the best values for you. Based upon the information you have provided to me, I have identified the following option that seems to best fit your needs.

Business Insurance Summary:

Carrier – Homesite Insurance Company of Florida

<u>Property</u>	Not Included / No Need
<u>Liability</u>	
Each Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Damages to Premises Rented to You	\$100,000
Medical Expenses	Excluded
Deductible	\$5,000

Liability Cost	\$2,365.19
Agency Fee	WAIVED
Total Cost	\$2,365.19

*The premium estimates and coverage limits outlined in the proposal above are based upon the accuracy of the information you provided and may not represent all coverage's available. This proposal does not constitute a contract or binder of insurance and premium amounts cannot be guaranteed until coverage is purchased. For additional information regarding the assumptions used to prepare this proposal or to purchase insurance coverage, please contact your agent at the phone number listed above.





Amwins Access Insurance Services, LLC
 5910 N. Central Expressway
 Suite 500
 Dallas, TX 75206
 amwins.com

POLICY PREMIUM AND SURPLUS LINES TAX SUMMARY

Named Insured:	Dhyan Foundation Inc	Carrier:	Homesite Insurance Company of Florida
Coverage:	General Liability	Policy Period:	07/31/2025 - 07/31/2026
Agency:	Risk Agency, LLC		

Policy Premium:	\$1,800.00
Fees:	\$500.00
Surplus Lines Taxes:	\$65.19
Total:	\$2,365.19

FEES:

Fee	Taxable	Amount
Amwins Service Fee	No	\$250.00
Market Policy Fee	Yes	\$250.00
Total Fees		\$500.00

SURPLUS LINES TAX CALCULATION:

Description	Taxable Premium	Taxable Fee	Tax Basis	Rate	Tax
California					
Surplus Lines Tax	\$1,800.00	\$250.00	\$2,050.00	3.000%	\$61.50
Stamping Fee	\$1,800.00	\$250.00	\$2,050.00	0.180%	\$3.69
Total Surplus Lines Taxes and Fees					\$65.19

SURPLUS LINES DISCLOSURE

California
IMPORTANT NOTICE:

1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called "nonadmitted" or "surplus line" insurers.

2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.

3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or "surplus line" broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC's internet website at www.naic.org. The NAIC-the National Association of Insurance Commissioners-is the regulatory support organization created and governed by the chief insurance regulators in the United States.

5. Foreign insurers should be licensed by a state in the United States and you may contact that state's department of insurance to obtain more information about that insurer. You can find a link to each state from

this NAIC internet website:
https://naic.org/state_web_map.htm.

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

**7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance:
<http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm>**

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

D-2 (Effective January 1, 2020)



Quote for Commercial General Liability Insurance

Insurance Company Administrative Address:

1 Federal Street, Suite 400
Boston, MA 02110

Baleen Specialty Mailing Address:

452 Fifth Ave, 24th Floor
New York, NY 10018

THIS IS AN OFFER OF INSURANCE COVERAGE. THE TERMS PROPOSED BELOW ARE INFORMATIONAL ONLY, AND DO NOT BIND EITHER THE INSURER OR THE PROPOSED INSURED TO PROVIDE OR PURCHASE INSURANCE COVERAGE.

Quote Date: Quote Date: 07/31/2025
This Quote is effective for a period of 45 days from the date listed above

Agent/Broker Contact: Kyle J Anderson

Agent/Broker Firm: Amwins Access Insurance Services, LLC

Named Insured: Dhyan Foundation Inc

Named Insured's Mailing Address:

Street: 28607 Tanner Crossing Ln

City, State, Zip Code: Katy, TX 77494

Insurer: Homesite Insurance Company of Florida (NAIC 11156)
(A Surplus Lines Insurance Carrier, A.M. Best Rated A (XV))

Insurance Coverage: Commercial General Liability Coverage – Occurrence

Policy Period: Effective Date: 09/14/2025 | Expiration Date: 09/14/2026

12:01 A.M. standard time at the mailing address of the **Named Insured** as shown above.

Limits of Insurance and Deductible/Self-Insured Retention

Each Occurrence Limit	\$ 1,000,000
Damage to Premises Rented to You Limit (including Fire Damage Legal Liability)	\$ 100,000 , Any one premises
Medical Expenses Limit	Excluded
Personal and Advertising Injury Limit:	\$ 1,000,000 , Any one person or organization
General Aggregate Limit (Other than Products/Completed Ops):	\$ 2,000,000
Products/Completed Operations Aggregate Limit:	\$ 2,000,000

Self-Insured Retention or Deductible

\$5,000.00 Each Occurrence (Applies to Damages and Supplementary Payments)



Class Codes, Premium and Rate:

Class Code	Class Name	Premium Base	Rate	Location
49451	Vacant Land--Other Than Not-For-Profit	1	\$4.71	1

Audit Period

09/14/2025 to 09/14/2026

Premium and Additional Surcharges, Taxes and Fees:

Minimum and Deposit Premium:	\$1,800.00
TRIA Premium:	\$ 0
Policy Fee:	\$250.00
Total Premium:	\$2,050.00

Neither the Insurer nor Baleen Specialty are responsible for the collection or filing of surplus lines taxes. It is the responsibility of the surplus lines producing agent to determine such amounts and collect and file those taxes in accordance with the applicable state's surplus lines laws and/or regulations.

Minimum Earned Premium

Minimum Earned Premium Percentage:	25% of the Minimum and Deposit Premium shown above.
Minimum Earned Premium	\$450.00
Minimum Amount Due: <i>Includes Minimum Earned Premium and Policy Fee</i>	\$700.00

Forms/Endorsements:

Form Number	Form Title
BCL 00 02 CW 08 24	Commercial General Liability - Declarations
BCL 00 07 CW 04 24	Policyholder Notice
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence
BCL 00 03 CW 12 23	Policyholder Fraud Warnings
BCL 00 05 CW 12 23	Amend Conditions - Minimum Earned Premium
BCL 00 06 CW 12 23	Amend Conditions - Non-Renewal
IL 00 17 11 98	Common Policy Conditions
BCL 10 65 CW 07 24	SCHEDULE OF LOCATIONS - LIMITATION
CG 03 00 01 96	Deductible Liability Insurance
BCL 10 53 CW 07 24	Amend Coverage Territory - With Excluded States
BCL 10 60 CW 11 24	Owners, Lessees and Tenants Endorsement
BCL 10 23 CW 04 24	Additional Insureds - Owners, Lessees or Contractors
BCL 00 01 CW 12 23	OFAC Advisory Notice to Policyholders
CG 21 35 10 01	Exclusion - Coverage C - Medical Payments
CG 21 55 09 99	Total Pollution Exclusion With Hostile Fire Exception
BCL-TRIAAC 12 23	TRIA Election Form - Quote (Default Accept)
IL 09 85 12 20	Disclosure Pursuant to Terrorism Risk Act
BCL 10 31 CW 12 23	Exclusion - Absolute Auto
CG 21 50 04 13	Exclusion - Liquor Liability
BCL 10 11 CW 12 23	Exclusion - Injury to Workers
BCL 10 82 CW 11 24	Limited Exclusion – Water Related Bodily Injury and Property Damage
BCL 10 33 CW 12 23	Exclusion - Biometric Identifiers, Biometric Information, and Personal Information



BCL 10 73 CW 07 24	Exclusion - Firearms and Weapons
BCL 10 72 CW 11 24	Exclusion - Certain Fire or Fire-Related Injury or Damage
BCL 10 39 CW 12 23	Exclusion - Hazardous Materials
BCL 10 40 CW 12 23	Exclusion - Occupational Disease
BCL 10 30 CW 12 23	Exclusion - Assault, Battery, Sexual Abuse or Sexual Molestation
IL 00 21 09 08	Exclusion - Nuclear Energy Liability
CG 21 09 06 15	Exclusion - Unmanned Aircraft
CG 21 47 12 07	Employment Related Practices Exclusion
BCL 10 01 CW 12 23	Exclusion - Asbestos and Lead
CG 21 96 03 05	Exclusion - Silica
CG 31 31 12 04	Exclusion - Fungi or Bacteria
BCL 10 15 CW 12 23	Exclusion - Sulfates
BCL 10 80 CW 07 24	Exclusion - Swimming Pools, Spas and Swimming Areas
BCL 10 35 CW 12 23	Exclusion - Underground Facility
CG 23 01 04 13	Exclusion - Real Estate Agents or Brokers Errors and Omissions
BCL 10 04 CW 10 24	Exclusion - Cross Suits
BCL 10 64 CW 07 24	Absolute Exclusion - Construction Activities and Land Preparation
BCL 10 89 CW 07 24	Absolute Exclusion - AUTO, MOBILE EQUIP AND OTHER MOTORIZED VEHICLES
BCL 10 50 CW 04 24	Alternative Dispute Resolution - Binding Arbitration

Underwriting Subjectivities: The issuance of a Binder to the Named Insured is subject to receipt, review and acceptance by the Insurer of the information or documentation listed below. If the subjectivities requested reflect any material changes in risk underwritten, the Insurer may modify or withdraw this Quote.

1. Acceptable prior carrier loss runs to be uploaded and reviewed in the Bind at Baleen portal

Additional Terms: 1. An inspection is required within 60 days of binding to verify overall condition of scheduled premises including, but not limited to: walkways, parking areas, stairwells, and general life safety conditions, along with manufacturer and approximate age of electrical panel. Locations that include restaurants; verify kitchen controls including date of last hood cleaning and AES inspections. Risks over 4 locations require inspection at the largest 4 scheduled locations. If inspection indicates unacceptable conditions or critical recommendations are not reconciled within 60 days, notice of cancellation must be sent.

Material Change in Risk: Prior to policy issuance, the Insurer should be immediately notified of any material change in risk (including any claim or potential claim). If such material change occurs, the Insurer may modify or withdraw this quote.

THE TERMS SHOWN ABOVE ARE ONLY A GENERAL DESCRIPTION OF THE INSURANCE COVERAGE TO BE PROVIDED.

Producer License Requirements: Please be aware that Baleen Specialty requires our broker partners to maintain the appropriate licenses in the relevant Line(s) of Authority, license type(s), and jurisdiction(s) at all times when conducting regulated insurance activity. If you do not have an active license in the home state of the insured, please provide the information, including NPN, of the licensed individual that you're working on behalf of.

Released by: Baleen Specialty Underwriters



Baleen Specialty is a division of “Bowhead Specialty” and “Bowhead Specialty” is the branding name for Bowhead Specialty Underwriters, Inc., and Bowhead Specialty Insurance Services in CA (License Number 6003149), IL, MO, NV, NY, UT and VA. Bowhead Specialty is a licensed agency nationwide. Our National Producer Number is 19853093. Products are offered through the following American Family Mutual Insurance Company, S.I., eligible surplus lines affiliates, Homesite Insurance Company and Homesite Insurance Company of Florida (when in Florida, Homesite Assurance Company). Products that are offered through the eligible surplus lines carriers are subject to premium taxes/fees and are not eligible for insurance guaranty fund protection.

Table of Content

#	Document Title	Description
1	EINDocumentation	EINDocumentation - Dhyan Foundation, Inc
2	CertificateDF	CertificateDF - Dhyan Foundation, Inc
3	990PF	990PF- Dhyan Foundation, Inc
4	W9	W9

Date of this notice: 09-11-2020

Employer Identification Number:
85-2968092

Form: SS-4

Number of this notice: CP 575 A

DHYAN FOUNDATION INC
28607 TANNER CROSSING LN
KATY, TX 77494

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-2968092. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

04/15/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is DHYA. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.



Office of the Secretary of State

CERTIFICATE OF FILING OF

Dhyan Foundation, Inc.
File Number: 803756613

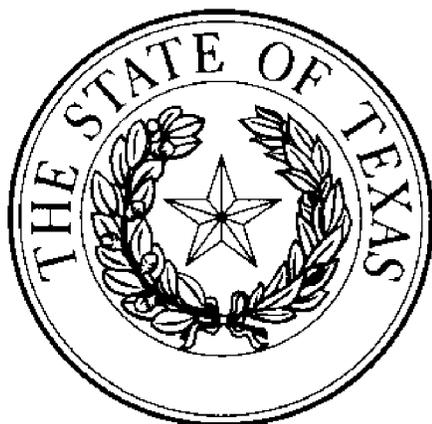
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 09/10/2020

Effective: 09/10/2020



A handwritten signature in black ink, appearing to read "Ruth R. Hughs".

Ruth R. Hughs
Secretary of State

Form 990-PF Department of the Treasury Internal Revenue Service

Return of Private Foundation

or Section 4947(a)(1) Trust Treated as Private Foundation Do not enter social security numbers on this form as it may be made public. Go to www.irs.gov/Form990PF for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

For calendar year 2023, or tax year beginning 01-01-2023, and ending 12-31-2023

Name of foundation: DHYAN FOUNDATION INC. A Employer identification number: 85-2968092. B Telephone number: (609) 216-4147. C If exemption application is pending, check here. D 1. Foreign organizations, check here. D 2. Foreign organizations meeting the 85% test, check here and attach computation. E If private foundation status was terminated under section 507(b)(1)(A), check here. F If the foundation is in a 60-month termination under section 507(b)(1)(B), check here. H Check type of organization: Section 501(c)(3) exempt private foundation. I Fair market value of all assets at end of year: \$10,092. J Accounting method: Cash.

Table with 5 columns: (a) Revenue and expenses per books, (b) Net investment income, (c) Adjusted net income, (d) Disbursements for charitable purposes. Rows include Revenue (1-12) and Operating and Administrative Expenses (13-22).

Open	23	Other expenses (attach schedule)	143,192		
	24	Total operating and administrative expenses. Add lines 13 through 23	143,192	0	0
	25	Contributions, gifts, grants paid	0		0
	26	Total expenses and disbursements. Add lines 24 and 25	143,192	0	0
	27	Subtract line 26 from line 12:			
	a	Excess of revenue over expenses and disbursements	8,931		
	b	Net investment income (if negative, enter -0-)		0	
	c	Adjusted net income (if negative, enter -0-)			

For Paperwork Reduction Act Notice, see instructions. Cat. No. 11289X **Form 990-PF (2023)**

Form 990-PF (2023)

Page **2**

Part II Balance Sheets Attached schedules and amounts in the description column should be for end-of-year amounts only. (See instructions.)		Beginning of year	End of year	
		(a) Book Value	(b) Book Value	(c) Fair Market Value
Assets	1 Cash—non-interest-bearing	1,161	10,092	10,092
	2 Savings and temporary cash investments			
	3 Accounts receivable ▶ _____ Less: allowance for doubtful accounts ▶ _____			
	4 Pledges receivable ▶ _____ Less: allowance for doubtful accounts ▶ _____			
	5 Grants receivable			
	6 Receivables due from officers, directors, trustees, and other disqualified persons (attach schedule) (see instructions)			
	7 Other notes and loans receivable (attach schedule) ▶ _____ Less: allowance for doubtful accounts ▶ _____			
	8 Inventories for sale or use			
	9 Prepaid expenses and deferred charges			
	10a Investments—U.S. and state government obligations (attach schedule)			
	b Investments—corporate stock (attach schedule)			
	c Investments—corporate bonds (attach schedule)			
	11 Investments—land, buildings, and equipment: basis ▶ _____ Less: accumulated depreciation (attach schedule) ▶ _____			
	12 Investments—mortgage loans			
	13 Investments—other (attach schedule)			
	14 Land, buildings, and equipment: basis ▶ _____ Less: accumulated depreciation (attach schedule) ▶ _____			
15 Other assets (describe ▶ _____)				
16 Total assets (to be completed by all filers—see the instructions. Also, see page 1, item I)	1,161	10,092	10,092	
Liabilities	17 Accounts payable and accrued expenses			
	18 Grants payable			
	19 Deferred revenue			
	20 Loans from officers, directors, trustees, and other disqualified persons			
	21 Mortgages and other notes payable (attach schedule)			
	22 Other liabilities (describe ▶ _____)	1,085	1,085	
23 Total liabilities (add lines 17 through 22)	1,085	1,085		
sets or Fund Balances	Foundations that follow FASB ASC 958, check here ▶ <input checked="" type="checkbox"/> and complete lines 24, 25, 29 and 30.			
	24 Net assets without donor restrictions	76	9,007	
	25 Net assets with donor restrictions			
	Foundations that do not follow FASB ASC 958, check here ▶ <input type="checkbox"/> and complete lines 26 through 30.			
26 Capital stock, trust principal, or current funds				
27 Paid-in or capital surplus, or land, bldg., and equipment fund				

Net As	28 Retained earnings, accumulated income, endowment, or other funds		
	29 Total net assets or fund balances (see instructions)	76	9,007
	30 Total liabilities and net assets/fund balances (see instructions)	1,161	10,092

Part III Analysis of Changes in Net Assets or Fund Balances

1	Total net assets or fund balances at beginning of year—Part II, column (a), line 29 (must agree with end-of-year figure reported on prior year's return)	1	76
2	Enter amount from Part I, line 27a	2	8,931
3	Other increases not included in line 2 (itemize) ▶	3	
4	Add lines 1, 2, and 3	4	9,007
5	Decreases not included in line 2 (itemize) ▶	5	
6	Total net assets or fund balances at end of year (line 4 minus line 5)—Part II, column (b), line 29	6	9,007

Form 990-PF (2023)

Form 990-PF (2023)

Part IV Capital Gains and Losses for Tax on Investment Income

(a) List and describe the kind(s) of property sold (e.g., real estate, 2-story brick warehouse; or common stock, 200 shs. MLC Co.)	(b) How acquired P—Purchase D—Donation	(c) Date acquired (mo., day, yr.)	(d) Date sold (mo., day, yr.)
1a			
b			
c			
d			
e			

(e) Gross sales price	(f) Depreciation allowed (or allowable)	(g) Cost or other basis plus expense of sale	(h) Gain or (loss) (e) plus (f) minus (g)
a			
b			
c			
d			
e			

Complete only for assets showing gain in column (h) and owned by the foundation on 12/31/69

(i) F.M.V. as of 12/31/69	(j) Adjusted basis as of 12/31/69	(k) Excess of col. (i) over col. (j), if any	(l) Gains (Col. (h) gain minus col. (k), but not less than -0-) or Losses (from col.(h))
a			
b			
c			
d			
e			

2 Capital gain net income or (net capital loss)	{ If gain, also enter in Part I, line 7 If (loss), enter -0- in Part I, line 7 }	2	
3 Net short-term capital gain or (loss) as defined in sections 1222(5) and (6): If gain, also enter in Part I, line 8, column (c) (see instructions). If (loss), enter -0- in Part I, line 8		3	

Part V Excise Tax Based on Investment Income (Section 4940(a), 4940(b), 4940(e), or 4948—see instructions)

1a	Exempt operating foundations described in section 4940(d)(2), check here <input type="checkbox"/> and enter "N/A" on line 1. Date of ruling or determination letter: _____ (attach copy of letter if necessary—see instructions)	1	0
2	All other domestic foundations enter 1.39% (0.0139) of line 27b. Exempt foreign organizations enter 4% (0.04) of Part I, line 12, col. (b)	2	
3	Tax under section 511 (domestic section 4947(a)(1) trusts and taxable foundations only. Others enter -0-)	3	
4	Add lines 1 and 2.	4	
5	Subtitle A (income) tax (domestic section 4947(a)(1) trusts and taxable foundations only. Others enter -0-)	5	
6	Tax based on investment income. Subtract line 4 from line 3. If zero or less, enter -0-	6	
7	Credits/Payments:	7	
a	2023 estimated tax payments and 2022 overpayment credited to 2023	6a	
b	Exempt foreign organizations—tax withheld at source	6b	
c	Tax paid with application for extension of time to file (Form 8868)	6c	
d	Backup withholding erroneously withheld	6d	
7	Total credits and payments. Add lines 6a through 6d.	7	
8		8	

8	Enter any penalty for underpayment or estimated tax. Check here <input type="checkbox"/> if Form 2220 is attached.	
9	Tax due. If the total of lines 5 and 8 is more than line 7, enter amount owed	9
10	Overpayment. If line 7 is more than the total of lines 5 and 8, enter the amount overpaid	10
11	Enter the amount of line 10 to be: Credited to 2024 estimated tax ▶ <u>0</u> Refunded ▶	11

Part VI-A Statements Regarding Activities

	Yes	No
1a During the tax year, did the foundation attempt to influence any national, state, or local legislation or did it participate or intervene in any political campaign?		No
b Did it spend more than \$100 during the year (either directly or indirectly) for political purposes? See the instructions for the definition. <i>If the answer is "Yes" to 1a or 1b, attach a detailed description of the activities and copies of any materials published or distributed by the foundation in connection with the activities.</i>		No
c Did the foundation file Form 1120-POL for this year?		No
d Enter the amount (if any) of tax on political expenditures (section 4955) imposed during the year: (1) On the foundation. ▶ \$ _____ (2) On foundation managers. ▶ \$ _____		
e Enter the reimbursement (if any) paid by the foundation during the year for political expenditure tax imposed on foundation managers. ▶ \$ _____		
2 Has the foundation engaged in any activities that have not previously been reported to the IRS? <i>If "Yes," attach a detailed description of the activities.</i>		No
3 Has the foundation made any changes, not previously reported to the IRS, in its governing instrument, articles of incorporation, or bylaws, or other similar instruments? <i>If "Yes," attach a conformed copy of the changes</i>		No
4a Did the foundation have unrelated business gross income of \$1,000 or more during the year?		No
b If "Yes," has it filed a tax return on Form 990-T for this year?		
5 Was there a liquidation, termination, dissolution, or substantial contraction during the year? <i>If "Yes," attach the statement required by General Instruction T.</i>		No
6 Are the requirements of section 508(e) (relating to sections 4941 through 4945) satisfied either: <input type="checkbox"/> Round bullet By language in the governing instrument, or <input checked="" type="checkbox"/> Round bullet By state legislation that effectively amends the governing instrument so that no mandatory directions that conflict with the state law remain in the governing instrument?	Yes	
7 Did the foundation have at least \$5,000 in assets at any time during the year? <i>If "Yes," complete Part II, col. (c), and Part XIV.</i>	Yes	
8a Enter the states to which the foundation reports or with which it is registered (see instructions) ▶ _____		
b If the answer is "Yes" to line 7, has the foundation furnished a copy of Form 990-PF to the Attorney General (or designate) of each state as required by General Instruction G? <i>If "No," attach explanation .</i>	Yes	
9 Is the foundation claiming status as a private operating foundation within the meaning of section 4942(j)(3) or 4942(j)(5) for calendar year 2023 or the taxable year beginning in 2023? See the instructions for Part XIII. <i>If "Yes," complete Part XIII</i>	Yes	
10 Did any persons become substantial contributors during the tax year? <i>If "Yes," attach a schedule listing their names and addresses.</i>		No
11 At any time during the year, did the foundation, directly or indirectly, own a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," attach schedule. See instructions.</i>		No
12 Did the foundation make a distribution to a donor advised fund over which the foundation or a disqualified person had advisory privileges? <i>If "Yes," attach statement. See instructions</i>		No
13 Did the foundation comply with the public inspection requirements for its annual returns and exemption application? Website address ▶ <u>N/A</u>	Yes	
14 The books are in care of ▶ <u>SALONI SACHDEV</u> Telephone no. ▶ <u>(609) 216-4147</u> Located at ▶ <u>28607 TANNER CROSSING LN KATY TX</u> ZIP+4 ▶ <u>77494</u>		
15 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-PF in lieu of Form 1041 —check here <input type="checkbox"/> and enter the amount of tax-exempt interest received or accrued during the year ▶ 15 _____		
16 At any time during calendar year 2023, did the foundation have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See the instructions for exceptions and filing requirements for FinCEN Form 114. <i>If "Yes," enter the name of the foreign country</i> ▶		No

Part VI-B Statements Regarding Activities for Which Form 4720 May Be Required

File Form 4720 if any item is checked in the "Yes" column, unless an exception applies.

Table with 3 columns: Question, Yes, No. Rows include 1a(1) through 4b regarding foundation activities like property sales, borrowing, and investments.

Form 990-PF (2023)

Part VI-B Statements Regarding Activities for Which Form 4720 May Be Required (continued)

Table with 3 columns: Question, Yes, No. Rows include 5a(1) through 6b regarding foundation activities like propaganda, grants, and premium payments.

Did the foundation, during the year, pay premiums, directly or indirectly, on a personal benefit contract?
If "Yes" to 6b, file Form 8870.

- 7a** At any time during the tax year, was the foundation a party to a prohibited tax shelter transaction?
- b** If "Yes", did the foundation receive any proceeds or have any net income attributable to the transaction?
- 8** Is the foundation subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment during the year?

7a		No
7b		
8		No

Part VII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors

1 List all officers, directors, trustees, foundation managers and their compensation. See instructions

(a) Name and address	(b) Title, and average hours per week devoted to position	(c) Compensation (If not paid, enter -0-)	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances
SALONI SACHDEV 28607 TANNER CROSSING LN KATY, TX 77494	Director 3.00	0		
RAJSHREE MISTRY 1422 MIMOSA ST LIVERMORE, CA 94551	Director 3.00	0		
RAMESH CHANDER GUPTA 10914 PRINCEVILLE CTBAKERFIELD, CA 93311	Director 3.00	0		

2 Compensation of five highest-paid employees (other than those included on line 1—see instructions). If none, enter "NONE."

(a) Name and address of each employee paid more than \$50,000	(b) Title, and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances
NONE				

Total number of other employees paid over \$50,000. ▶

Part VII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors (continued)

3 Five highest-paid independent contractors for professional services (see instructions). If none, enter "NONE".

(a) Name and address of each person paid more than \$50,000	(b) Type of service	(c) Compensation
NONE		

Total number of others receiving over \$50,000 for professional services. ▶

Part VIII-A Summary of Direct Charitable Activities

List the foundation's four largest direct charitable activities during the tax year. Include relevant statistical information such as the number of organizations and other beneficiaries served, conferences convened, research papers produced, etc.	Expenses
1 India Animal Shelters where animals are saved from abuse and rehabilitated.	142,000
2	
3	

4	

Part VIII-B Summary of Program-Related Investments (see instructions)

Describe the two largest program-related investments made by the foundation during the tax year on lines 1 and 2.	Amount
1	
2	
All other program-related investments. See instructions.	
3	
Total. Add lines 1 through 3	

Form 990-PF (2023)

Form 990-PF (2023)

Page 8

Part IX Minimum Investment Return (All domestic foundations must complete this part. Foreign foundations, see instructions.)

1	Fair market value of assets not used (or held for use) directly in carrying out charitable, etc., purposes:		
a	Average monthly fair market value of securities.	1a	0
b	Average of monthly cash balances.	1b	10,092
c	Fair market value of all other assets (see instructions).	1c	0
d	Total (add lines 1a, b, and c).	1d	10,092
e	Reduction claimed for blockage or other factors reported on lines 1a and 1c (attach detailed explanation).	1e	0
2	Acquisition indebtedness applicable to line 1 assets.	2	
3	Subtract line 2 from line 1d.	3	10,092
4	Cash deemed held for charitable activities. Enter 1.5% (0.015) of line 3 (for greater amount, see instructions).	4	151
5	Net value of noncharitable-use assets. Subtract line 4 from line 3.	5	9,941
6	Minimum investment return. Enter 5% (0.05) of line 5.	6	497

Distributable Amount (see instructions) (Section 4942(j)(3) and (j)(5) private operating foundations and certain foreign organizations check here and do not complete this part.)

1	Minimum investment return from Part IX, line 6.	1	
2a	Tax on investment income for 2022 from Part V, line 5.	2a	
b	Income tax for 2022. (This does not include the tax from Part V.)	2b	
c	Add lines 2a and 2b.	2c	
3	Distributable amount before adjustments. Subtract line 2c from line 1.	3	
4	Recoveries of amounts treated as qualifying distributions.	4	
5	Add lines 3 and 4.	5	
6	Deduction from distributable amount (see instructions).	6	
7	Distributable amount as adjusted. Subtract line 6 from line 5. Enter here and on Part XII, line 1.	7	

Part XI Qualifying Distributions (see instructions)

1	Amounts paid (including administrative expenses) to accomplish charitable, etc., purposes:		
a	Expenses, contributions, gifts, etc.—total from Part I, column (d), line 26.	1a	0
b	Program-related investments—total from Part VIII-B.	1b	
2	Amounts paid to acquire assets used (or held for use) directly in carrying out charitable, etc., purposes.	2	
3	Amounts set aside for specific charitable projects that satisfy the:		
a	Suitability test (prior IRS approval required).	3a	
b	Cash distribution test (attach the required schedule).	3b	
4	Qualifying distributions. Add lines 1a through 3b. Enter here and on Part XII, line 4.	4	

Form 990-PF (2023)

Part XII Undistributed Income (see instructions)

	(a) Corpus	(b) Years prior to 2022	(c) 2022	(d) 2023
1 Distributable amount for 2023 from Part X, line 7				
2 Undistributed income, if any, as of the end of 2022:				
a Enter amount for 2022 only.				
b Total for prior years: 20____, 20____, 20____				
3 Excess distributions carryover, if any, to 2022:				
a From 2018.				
b From 2019.				
c From 2020.				
d From 2021.				
e From 2022.				
f Total of lines 3a through e.				
4 Qualifying distributions for 2023 from Part XI, line 4: ▶ \$ _____				
a Applied to 2022, but not more than line 2a				
b Applied to undistributed income of prior years (Election required—see instructions).				
c Treated as distributions out of corpus (Election required—see instructions).				
d Applied to 2023 distributable amount.				
e Remaining amount distributed out of corpus				
5 Excess distributions carryover applied to 2023. (If an amount appears in column (d), the same amount must be shown in column (a).)				
6 Enter the net total of each column as indicated below:				
a Corpus. Add lines 3f, 4c, and 4e. Subtract line 5				
b Prior years' undistributed income. Subtract line 4b from line 2b.				
c Enter the amount of prior years' undistributed income for which a notice of deficiency has been issued, or on which the section 4942(a) tax has been previously assessed.				
d Subtract line 6c from line 6b. Taxable amount—see instructions.				
e Undistributed income for 2022. Subtract line 4a from line 2a. Taxable amount—see instructions.				
f Undistributed income for 2023. Subtract lines 4d and 5 from line 1. This amount must be distributed in 2024.				
7 Amounts treated as distributions out of corpus to satisfy requirements imposed by section 170(b)(1)(F) or 4942(g)(3) (Election may be required - see instructions).				
8 Excess distributions carryover from 2018 not applied on line 5 or line 7 (see instructions).				
9 Excess distributions carryover to 2024. Subtract lines 7 and 8 from line 6a.				
10 Analysis of line 9:				
a Excess from 2019.				
b Excess from 2020.				
c Excess from 2021.				
d Excess from 2022.				
e Excess from 2023.				

Part XIII Private Operating Foundations (see instructions and Part VI-A, question 9)

1a If the foundation has received a ruling or determination letter that it is a private operating foundation, and the ruling is effective for 2023, enter the date of the ruling. ▶					
b Check box to indicate whether the organization is a private operating foundation described in section <input checked="" type="checkbox"/> 4942(j)(3) or <input type="checkbox"/> 4942(j)(5)					
2a Enter the lesser of the adjusted net income from Part I or the minimum investment return from Part IX for each year listed.	Tax year	Prior 3 years			(e) Total
	(a) 2023	(b) 2022	(c) 2021	(d) 2020	
	0				0
b 85% (0.85) of line 2a					
c Qualifying distributions from Part XI, line 4 for each year listed.					0
d Amounts included in line 2c not used					

d Amounts included in line 2c not used directly for active conduct of exempt activities				
e Qualifying distributions made directly for active conduct of exempt activities. Subtract line 2d from line 2c				
3 Complete 3a, b, or c for the alternative test relied upon:				
a "Assets" alternative test—enter:				
(1) Value of all assets				
(2) Value of assets qualifying under section 4942(j)(3)(B)(i)				
b "Endowment" alternative test— enter 2/3 of minimum investment return shown in Part IX, line 6 for each year listed	331	38		369
c "Support" alternative test—enter:				
(1) Total support other than gross investment income (interest, dividends, rents, payments on securities loans (section 512(a)(5)), or royalties)				
(2) Support from general public and 5 or more exempt organizations as provided in section 4942(j)(3)(B)(iii).				
(3) Largest amount of support from an exempt organization				
(4) Gross investment income				

Part XIV Supplementary Information (Complete this part only if the foundation had \$5,000 or more in assets at any time during the year—see instructions.)

1 Information Regarding Foundation Managers:

a List any managers of the foundation who have contributed more than 2% of the total contributions received by the foundation before the close of any tax year (but only if they have contributed more than \$5,000). (See section 507(d)(2).)

b List any managers of the foundation who own 10% or more of the stock of a corporation (or an equally large portion of the ownership of a partnership or other entity) of which the foundation has a 10% or greater interest.

2 Information Regarding Contribution, Grant, Gift, Loan, Scholarship, etc., Programs:

Check here if the foundation only makes contributions to preselected charitable organizations and does not accept unsolicited requests for funds. If the foundation makes gifts, grants, etc. to individuals or organizations under other conditions, complete items 2a, b, c, and d. See instructions

a The name, address, and telephone number or e-mail address of the person to whom applications should be addressed:

SALONI SACHDEV
28607 TANNER CROSSING LN
KATY, TX 77494
SALONIKAPOOR@GMAIL.COM

b The form in which applications should be submitted and information and materials they should include:

c Any submission deadlines:

d Any restrictions or limitations on awards, such as by geographical areas, charitable fields, kinds of institutions, or other factors:

Part XIV Supplementary Information (continued)

3 Grants and Contributions Paid During the Year or Approved for Future Payment

Recipient	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
Name and address (home or business)				
a Paid during the year				

--	--	--	--

Total ▶ **3a**

b *Approved for future payment*

--	--	--	--

Total ▶ **3b**

Part XV-A Analysis of Income-Producing Activities

	Unrelated business income		Excluded by section 512, 513, or 514		(e) Related or exempt function income (See instructions.)
	(a) Business code	(b) Amount	(c) Exclusion code	(d) Amount	
Enter gross amounts unless otherwise indicated.					
1 Program service revenue:					
a _____					
b _____					
c _____					
d _____					
e _____					
f _____					
g Fees and contracts from government agencies					
2 Membership dues and assessments					

Schedule B

Schedule of Contributors

OMB No. 1545-0047

(Form 990) Department of the Treasury Internal Revenue Service

Attach to Form 990, 990-EZ, or 990-PF. Go to www.irs.gov/Form990 for the latest information.

2023

Table with 2 columns: Name of the organization (DHYAN FOUNDATION INC) and Employer identification number (85-2968092)

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

- 501(c)() (enter number) organization
4947(a)(1) nonexempt charitable trust not treated as a private foundation
527 political organization

Form 990-PF

- 501(c)(3) exempt private foundation
4947(a)(1) nonexempt charitable trust treated as a private foundation
501(c)(3) taxable private foundation

Check if your organization is covered by the General Rule or a Special Rule.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

- For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or other property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test...
For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor...
For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor...

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it must answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Part I

Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	Abhay 28607 Tanner Crossing Ln Katy, TX 77494	\$ 9,100	<input checked="" type="checkbox"/> Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <small>(Complete Part II for noncash contributions.)</small>
2	Fuhar 409 whisper lane Redwood City Redwood, CA 94065	\$ 5,000	<input checked="" type="checkbox"/> Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <small>(Complete Part II for noncash contributions.)</small>
3	Romil 250 King St Unit 582 San Francisco, CA 94107	\$ 113,592	<input checked="" type="checkbox"/> Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <small>(Complete Part II for noncash contributions.)</small>
4	Saloni 28607 Tanner Crossing Ln Katy, TX 77494	\$ 9,500	<input checked="" type="checkbox"/> Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <small>(Complete Part II for noncash contributions.)</small>
-		\$	<input type="checkbox"/> Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <small>(Complete Part II for noncash contributions.)</small>
-		\$	<input type="checkbox"/> Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <small>(Complete Part II for noncash contributions.)</small>

Schedule B (Form 990) (2023)

Name of organization DHYAN FOUNDATION INC	Employer identification number 85-2968092
--	--

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
------------------------	--	--	----------------------

-	_____	_____ \$	_____
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
-	_____	_____ \$	_____
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
-	_____	_____ \$	_____
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
-	_____	_____ \$	_____
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
-	_____	_____ \$	_____
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
-	_____	_____ \$	_____

Schedule B (Form 990) (2023)

Schedule B (Form 990) (2023)

Name of organization DHYAN FOUNDATION INC	Employer identification number 85-2968092
--	--

Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this information once. See instructions.) ▶ \$ _____
Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-	_____	_____	_____
(e) Transfer of gift		Relationship of transferor to transferee	
Transferee's name, address, and ZIP 4		_____	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-	_____	_____	_____
(e) Transfer of gift		Relationship of transferor to transferee	
Transferee's name, address, and ZIP 4		_____	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-			
(e) Transfer of gift			
Transferee's name, address, and ZIP 4		Relationship of transferor to transferee	
-			
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-			
(e) Transfer of gift			
Transferee's name, address, and ZIP 4		Relationship of transferor to transferee	

Schedule B (Form 990) (2023)

Additional Data

[Return to Form](#)

Software ID: 23017518
Software Version: 2023v5.0

[efile Public Visual Render](#) | ObjectID: 202430979349100503 - Submission: 2024-04-06 | TIN: 85-2968092

TY 2023 IRS 990 e-File Render

Name: DHYAN FOUNDATION INC
EIN: 85-2968092
Software ID: 23017518
Software Version: 2023v5.0

Description	Revenue and Expenses per Books	Net Investment Income	Adjusted Net Income	Disbursements for Charitable Purposes
Bank charges	392			
Grant	142,000			
Legal & Professional Charges	800			

[efile Public Visual Render](#) | ObjectID: 202430979349100503 - Submission: 2024-04-06 | TIN: 85-2968092

TY 2023 IRS 990 e-File Render

Name: DHYAN FOUNDATION INC
EIN: 85-2968092
Software ID: 23017518
Software Version: 2023v5.0

Description	Beginning of Year - Book Value	End of Year - Book Value
Loan from Promoters	1,085	1,085

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6	City, state, and ZIP code	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-					
or									
Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.