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March 09, 2025

**Jessica Liao**  
**Gratia Realty**  
**4300 Black Ave, Unit 1321**  
**Pleasanton, California 94560**

**Via Certified Mail #: 9410 8301 0935 5002 9125 85**

**Subject: Follow-Up on Pending Communications, Inspection Report, Management & Maintenance Issues, and Outstanding Bill Payments**

Dear Jessica:

This letter serves as an **amended and expanded version** of our prior correspondence to Gratia Realty dated **March 6, 2025**, incorporating additional clarifications and reinforcing critical expectations regarding property management and outstanding maintenance issues and the missing Inspection Report. **This letter supersedes and replaces the previous version in its entirety**, which should therefore be discarded.

I am following up on my letter dated **January 8, 2025**, which was delivered to you on January 13, 2025, via certified mail, and which outlined the operational framework for communication and maintenance matters moving forward.

To date, I have not received any acknowledgment, response, or action regarding matters addressed in that letter. The **operational framework outlined in our January 8, 2025 letter has been in effect since January 15, 2025**. *This framework set forth and established clear protocols and processes for communication, property management & maintenance, and financial matters, ensuring all property-related concerns are handled professionally and in a timely manner.*

I value the collaborative approach we established in maintaining the property, and believe ensuring timely and professional resolution of outstanding matters benefits all parties involved. Given the time and effort I've invested in maintaining the property, I trust that we can ensure a smooth, timely, and professional resolution to these matters.

To ensure clarity and transparency, the following are now formally required:

## **1. Maintenance & Management Issues**

During the **October 22, 2024, Maintenance Inspection**, several critical maintenance issues were identified and discussed. However, there has been no confirmation received to date – nearly 5 months and many communications later (see **Section 4 Documented Communications & Lack of Response**) – on how or when these matters will be addressed, **which is a serious lapse in management**.

### **Outstanding Maintenance Issues:**

Below is the list of outstanding issues, where the first issue is a **new one** and also falls in the **critical category**:

1. **Kitchen Faucet Spout Completely Detached from Its Base:** (see image printout, Attachment #1) This is a critical issue resulting from a missing or loose retaining mechanism that needs to be addressed **immediately**, since the kitchen obviously becomes instantly unusable, should this detached kitchen faucet (despite my best care) come off. This would clearly be hugely problematic for the tenant.

Please ensure that only a reputable and professional plumbing company (or service professional) that **understands the value of a customer's time and knows how to respect it, is called**. I do not communicate via text or engage in phone tag, and shall be available on my cell (408-394-6321) **between 4-5pm Pacific Time Mondays or Wednesdays to schedule a time for a service technician** to come repair the faucet.

Any communication **outside this specified timeframe and method will be disregarded as invalid**. Failure to follow this process will be treated as a lack of service, and we will **proceed accordingly as per the operational framework** active since January 15, 2025.

2. **Electrical Outlets - Hazardous "Hot Open" Issue:** Identified on **September 19, 2024**, and detailed via email on **September 20, 2024**, including a reference video specifying how the problem can be easily solved by an electrician. These faulty outlets pose a **potential fire hazard** and remain unresolved despite repeated follow-ups, **including showing you the problem during the October 22, 2024 inspection**.

The potential fire hazard presented by this unresolved electrical issue is a serious liability **both for the property and for me personally**. Since this property serves as **both living space and work place**, any electrical failure or fire-related incident would result in severe consequences—potentially rendering both the living space and workplace uninhabitable, and severely disrupting my work and projects at very heavy cost. This is a **critical risk that cannot be ignored**, and we require this matter to be **addressed immediately to ensure compliance with basic property maintenance standards and to prevent further liability**.

3. **Guest Bathroom Shower Tiles & Ceiling - Structural Issue:** **Loose and falling tiles** in the **guest bathroom shower and a faulty ceiling** were flagged as an urgent repair item during the October 22, 2024 inspection, and have actually been flagged multiple times but **remain pending ever since the move-in**, in December 2022. Leaving it as, is likely

not only leading to **further damage or water intrusion**, but this also makes the shower **partially unusable and dangerous *for the user***. Just because we have been extremely accommodating for the past 2.5 years, and no accident has occurred to date, **does not *in any way* imply that the shower has *ever* been safe** or that it is acceptable for us **to continue to be forced to live under the perpetual risk of injury, like a sword of Damocles hanging over our (and our guests') heads.**

4. As of the original date of this letter (March 6, 2025), **all responsibility and full liability** for ensuring the **safety, habitability, and structural integrity** of the property—including the **known and unresolved electrical hazard and dangerous structural defects in the guest bathroom**—are **fully and exclusively assumed by, and rest with, Gratia Realty and the property owner**. Should any property damage, injury, disability, fire, electrocution, or fatalities occur as a result of these (or other) hazards, **full legal and financial responsibility will be assumed by Gratia Realty and the property owner**.

Despite receiving **detailed notice of these hazards on multiple occasions over many months**—including a **clear and cost-effective solution for the electrical issue provided on September 20, 2024**, and **multiple competitive quotations for the bathroom repair arranged by us over the past 2.5 years**—*no corrective action has been taken* and these critical concerns remain unaddressed.

The **electrical issue poses a severe fire and electrocution risk** and remains a **direct threat to both property and personal safety**. Likewise, the **unstable bathroom tiles (from significant *prior* water damage), first flagged in December 2022 itself (*both to Gratia Realty and to the owner directly during the owner's singular visit to the property at that time*), continue to pose a serious injury risk**. Additionally, the **ceiling damage**, which predates my tenancy and was superficially painted over, **remains unremediated**.

**Given the extended timeframe over which these issues have remained unresolved --** despite multiple formal notices, simple resolution pathways provided, and ample opportunity to address them—this appears to constitute **willful neglect under any reasonable standard of property management**.

As we have fulfilled all obligations in notifying and following up on these matters, **we assume no liability for any future incidents resulting from these unresolved issues**. Any resulting **liability for all damages, injury, or loss now rests solely with Gratia Realty and the property owner**.

To be absolutely clear, as of the original date of this letter, March 6, 2025: **we have no responsibility, financial or otherwise, for any consequences arising from these hazards**, as we have made repeated good-faith efforts to have these addressed.

5. **External Window Caulking - Water Leakage Risk:** During the **May 2024 rains**, multiple windows leaked water, which were shown to you during the inspection and were deemed to require exterior caulking -- and captured in a video shown to you, and whose

link was sent via the attachment titled “Antioch Loop Repair Items – Done and ToDo Oct 2024.pdf” in our email dt. Oct 22, 2024 following the Inspection, at your request. This was confirmed in our October 22 discussion, yet **absolutely no action has been taken to date, over 4.5 months later.**

6. **Fridge’s Ice Chute - Food Safety & Sanitation Risk:** During the October 22, 2024 inspection, we flagged the issue and showed that the fridge’s ice chute is missing its cover and the water dispenser is broken, an issue discovered in September 2023 while cleaning the fridge after moving in to the property again, following its fumigation. We also discovered then that **the water filter in the fridge was over 12 years (or over 144 months) old** (confirmed by an expert at APD, Fremont) – **a part that most refrigerator manufacturers suggest be replaced every 6 months.**

Unfortunately, I also discovered, after checking in local appliance & parts stores, that no replacement part (other than the entire door) for the chute and water dispenser is available for a 20+ year-old appliance. **To prevent contamination, we have been forced to manually block the opening with rolled cloths for the last one-and-a-half years and have not used the water dispenser at all, as demonstrated to you on October 22.** Additionally, **mold/mildew remains in areas that cannot be fully cleaned without disassembling the unit.** Cleaning with bleach, as previously suggested, is neither a safe nor practical solution for a food storage unit, and I cannot be expected to undertake disassembly myself.

While **we have been more than courteous and accommodating to manage this issue** manually thus far, **this is neither sustainable nor sanitary**, and presents a potential **food safety and health hazard**. Given this is clearly **a long-standing issue** that was *there from the moment the property was rented in December 2022* but **remained undiscovered** by us (and would naturally have required immediate replacement had a move-in inspection, which was never conducted, been done; the Maintenance Inspection on Oct 22, 2024, was the first such formal inspection), **a permanent solution**—either professional remediation or replacement—is required to maintain basic food safety standards. **Please confirm how this will be resolved.**

If there is no issue with the current fridge as it stands, then a simple resolution would be to exchange it for another fridge that meets proper sanitation and food safety standards. **If the owner or Gratia Realty believes the fridge remains fit for use, then it should be no issue for the owner or Gratia Realty to take possession of it for their own use.** A comparable, functioning, and sanitary replacement must then be provided. **If no action is taken, this would be considered an acknowledgment that Gratia Realty and the property owner have opted not to address a potential health issue related to food storage.**

7. **Backyard Sprinkler System/Station Leak:** Additionally, the sprinkler station has at least one outstanding leak since summer 2024 that was shown to you during the October 22, 2024 inspection, and explicitly discussed. While this was deferred due to the onset of winter shortly, it now **requires urgent resolution before irrigation resumes in early**

**April 2025.** Failure to address this proactively will directly impact landscape health and utility costs, and will be treated accordingly under the operational framework.

Additionally, **given that all of the above issues** (*and others pointed out during the Oct 22, 2024 inspection and in numerous communications prior*) **directly impact the habitability and full use of the property**, it is *unreasonable that we are timely paying full rent while the property still does not meet several basic property maintenance standards, expected per any standard lease* – including the lease for this property. These **deficiencies should have been addressed in a timely manner as part of standard property management obligations**, yet **they remain unresolved despite multiple documented requests over several months** -- or, in case of the guest bathroom tiles & ceiling, and the fridge, **for over 2.5 years**.

8. **Inspection Report - Formal Documentation:** We have not received Gratia Realty's **written Inspection Report** from the official inspection conducted on October 22, 2024. This document is critical to maintaining an accurate record of the property's condition, and **a copy of the official Inspection Report is required** for our records. This ensures that both parties have a written reference and record of what was discussed and agreed upon during the visit.

**We formally require written confirmation by March 19, 2025, providing the missing Inspection Report and explicitly outlining how and when these outstanding maintenance issues** (and others outlined during the Oct. 22, 2024 inspection, and detailed in our email of October 22, 2024 *sent at your request* following your Inspection visit, *and listed in multiple prior communications and also maintained in the shared Google document we created for maintenance issues, since December 2022, which link has been provided to Gratia Realty on multiple occasions*) **will be handled.**

The **continued failure to provide the Inspection Report**—nearly **five months after it was due**—raises serious concerns regarding transparency, accountability, and adherence to standard property management practices. The absence of this critical document obstructs the resolution of outstanding issues and now strongly suggests **deliberate obfuscation or willful neglect in addressing known property deficiencies.**

If this document is not provided by **March 19, 2025**, it will be treated as **a deliberate act of bad faith and non-compliance and an intentional attempt to evade responsibility for documenting and addressing maintenance & management obligations.**

#### **Billing for Time Spent on Property Management & Maintenance Oversight**

If I am required to personally handle property management & maintenance issues due to a lack of timely action or response by Gratia Realty, **we will bill for the time spent on these tasks at our standard professional rate applicable at that time.** *Failure to respond in a timely, prompt, precise, and professional manner to management & maintenance issues shifts the burden of property management & maintenance onto us and forces us to take on property management & maintenance responsibilities that are neither contractually required, nor*

***routinely customary (standard practice).*** As such, any time spent resolving these issues **shall be appropriately compensated.**

This applies **to any time** spent researching vendors, coordinating with service providers, supervising repairs, and handling related administrative tasks or **being forced to repeatedly communicate with Gratia Realty and/or the owner.** The total cost, **including both service charges and our time,** will be deducted from the subsequent rent payment(s) or billed for payment, as appropriate.

**If we do not receive a written acknowledgment and confirmation of the timeline for resolution** of all outstanding maintenance issues **by March 19, 2025,** we will proceed with **arranging for these repairs using licensed providers** to bring the property **up to expected basic standards as per any standard lease,** and will **submit the bills (service charges and our time) for payment or deduct the expense bill amounts** from the next rent payment(s), **as per the established protocol.**

## **2. Payment of Outstanding Bills**

The property management team and ownership have already approved multiple expense bills over the past two and a half years **that were paid for by us, but continue to remain unpaid to us.**

Given that these expense bills were necessary for property maintenance and upkeep, and had been previously discussed and agreed upon, **we expect that Gratia Realty, as a responsible Property Manager, has an accurate record of these approvals, and will now process these bill payments in a timely manner.** Please provide a **full accounting of all our approved but unpaid expense bills by March 19, 2025,** along with a **written commitment for full payment by March 26, 2025.**

Additionally, **there were a number of urgent and necessary repairs** that had to be made by us **to bring the property up to basic standards, and/or to prevent further property damage or habitability issues, especially in light of the near-complete non-response by Gratia Realty in several critical instances.** Several of these were explained during the **October 22, 2024 inspection, along with the associated costs/bills.** We estimate the bills for these necessary repairs (e.g. multiple fence sections & door, multiple sprinkler breaks, and more) total at least \$400–\$600.

These repair bills are ***in addition to any previously approved but unpaid bills*** and will be included in the **final accounting of all outstanding bills.**

**If no accounting of all our unpaid bills is received by March 19, 2025,** we will consider the **full balance outstanding – including the urgent & necessary repairs, any missed items, and any required corrections to Gratia’s accounting.** **If no written commitment for payment is received by March 26, 2025, we will take appropriate action to ensure resolution.**

Accordingly, we will proceed with applying deductions to the April rent payment, with any remaining balances addressed as appropriate.

In addition to the above bill payment matters, I have also identified questionable charges on the tenant portal that require immediate correction.

### 3. Unexplained Charges on Tenant Portal

There are some charges listed under our AppFolio portal, such as:

- **February 2025 - Liability to Landlord Insurance** (\$10.50)
- **February 2025 - Admin Fee - Liability to Landlord Insurance** (\$4.50)

(and similar charges totaling **\$45**) that provide no clear explanation of their purpose or contractual basis.

The lease does not mention these charges, nor has any formal notice been provided regarding their implementation. Without a clear justification citing the specific lease clause that authorizes these charges, they are **unwarranted, and must be removed immediately**. If Gratia Realty believes otherwise, **a full written explanation with supporting documentation must be provided by March 19, 2025**.

### 4. Documented Communications & Lack of Response

Between **September 19, 2024, and December 20, 2024 alone**, we **had to send 13 official emails** (dates and subjects available upon request, although Gratia Realty should have them all), exchange **5 official texts**, and make **4 official calls/voicemails** regarding both **critical maintenance & management issues** (*not counting* independent repeated communications with the owner), including finalizing the lease.

- **Texts Exchanged:** September 24, October 19, November 16, November 19, and December 20.
- **Calls & Voicemails Left:** November 16, November 19, December 13, December 20.
- **Lease Delays & Additional Follow-Ups with Property Owner:** Despite the owner approving everything on **October 19, 2024, and the various texts and call reminders above**, the lease was not provided and finalized until **November 19, 2024, at 11:16 PM**—just before Jessica left for another trip (to Egypt).
- Our **December 20 text was acknowledged** with: *“I am on the way to Japan now, will listen to VM when I land.”* However, **no response was received until January 8, 2025**, by which time our **January 8 letter** formally laying out the operational framework had already been sent.
- A follow-up text purportedly sent on **February 4, 2025** did not align with the operational framework already in effect as of January 15, 2025; it was **therefore an invalid communication** that did not warrant reading or a response.
- **Clarification of Lease Terms:** Due to Gratia Realty’s assertion that the property owner’s lease approval on **October 19, 2024** referred to a **one-year term** rather than **the two-year term in the original lease**, we were forced to **follow up with the property owner**

**directly.** This required **two additional emails** before receiving confirmation on **November 10, 2024** that the lease term was, in fact, **two years**.

In addition, on **October 18, 2024 at our meeting**, as a courtesy, I provided the **property owner with a full list of 30+ projects** that had been completed since December 2022 or remained outstanding.

On **October 22, 2024**, following the inspection, we provided Gratia Realty with a **detailed list of both unresolved issues and completed projects** via email, *upon your explicit request*.

**The continued *disregard and blatant non-acknowledgement* of these communications, despite clear and repeated efforts to secure action, further underscores a pattern of neglect and non-responsiveness.** This pattern raises serious concerns about **deliberate inaction and lack of adherence to basic professional obligations**.

Since December 2022, per the owner's explicit instructions, all management & maintenance requests have been routed through Gratia Realty. However, in September 2024, Gratia Realty stated that the owner wished to be directly involved in maintenance decisions—only to later defer these responsibilities back to Gratia Realty while also declining an invitation to personally inspect the property. This inconsistency in decision-making and lack of clear accountability **appears to have contributed** to ongoing delays and unresolved issues.

**Gratia Realty and the property owner** must formally establish a **clear, functional, and accountable process** for ensuring the property is maintained to expected standards in a **timely manner**. The **ongoing lack of coordination** has **demonstrably caused significant delays, unnecessary disruptions, and undue burdens and distress** all of which have been placed *entirely on us* as the tenant. **This is unacceptable.**

Going forward, **any failure to provide timely resolution due to internal misalignment** between Gratia Realty and the owner **will not excuse or justify continued neglect of critical property management & maintenance obligations**. The responsibility to resolve these issues is theirs alone and **cannot be displaced onto the tenant**.

## **5. Communication Guidelines**

To ensure clarity and alignment, we reiterate all of the communication guidelines established in our January 8 letter (not repeated here for brevity), **and add the following**:

- Gratia Realty **must acknowledge receipt of our official communications**: letters, emails, texts, or voicemails, as applicable.
- **Written communications** (letters, mailed documents, packages, checks and so on) from Gratia Realty **must be sent to our official mailing address provided at the top of this letter**. Any correspondence **sent to any other address—including the rental property address—will not be considered valid**.



- Emails where we explicitly receive a **reply and a ‘read receipt’** (an option that any email we send will have), or written letters, will serve as the primary methods of communication for all non-urgent matters related to the property. An email reply will be **considered valid if and only if** the reply itself, or a follow-up within 48 hours, **contains a resolution or specific next steps**.
- For **all urgent or emergency maintenance issues** (e.g., active leaks, sewer backups, toilet overflows/leaks, electrical hazards, security issues, etc.), Gratia Realty **must**:
  - **Acknowledge receipt of our official emergency communications (email, text, phone call/voice mail, as applicable) within 12 hours of being sent**, unless an automated system confirms earlier receipt, and
  - **Provide a response with a resolution, a timeline, and next steps within 24 hours**.
  - **If no response is received *within these timeframes*, the operational framework established effective January 15, 2025, will govern**, and we will proceed accordingly, including taking necessary action to address the urgency or emergency and deducting costs accordingly.
- For urgent and emergency matters, phone calls or specific, actionable text messages may be accepted. Any text message sent by either party will only be considered valid if it is **explicitly acknowledged and followed by a resolution or next steps within 24 hours of receipt**.
- Additionally, going forward, **your emails will only be considered received and valid, if we explicitly acknowledge receipt in writing**.

If we do not receive a response to this letter **by March 19, 2025 explicitly providing**:

- a) how **the outstanding maintenance & management issues will be handled**,
- b) the **Inspection Report from the October 22, 2024 Maintenance Inspection**, and
- c) the **accounting for our unpaid bills**,

we will proceed with addressing these matters as detailed above **in accordance with the operational framework that has been in effect since January 15, 2025**. This includes the handling of management & maintenance matters, financial reimbursements/payment of repair & maintenance bills, and communication protocols.

**Also, this letter *does not* constitute an exhaustive list of all required maintenance and repairs.** Additional issues—whether previously documented in the shared Google sheet, raised in prior written communications, or newly arising—must also be addressed in a timely manner. This ensures that ongoing property management & maintenance obligations are met in full, rather than selectively.

Finally, I value the stability of the office and living space, and the considerable time I’ve invested in making it a well-maintained, functional space. However, despite our paying full rent,

the property continues to fall below basic maintenance standards expected under a lease -- as outlined, for example, in Section 1 Maintenance & Management Issues, and Section 4 Documented Communications & Lack of Response earlier in this communication. **This situation is untenable and must be remedied immediately in alignment with standard property management obligations and lease terms.**

We look forward to continuing this tenancy while ensuring the home remains in top condition for both parties. Over the past two years, significant efforts have gone into maintaining and improving this property, so we fully expect our arrangement to continue in a mutually beneficial and professional manner.

My intent remains to **ensure that the property is well-maintained, and is brought up to, *and remains compliant with*, basic property maintenance standards expected under the terms of any standard lease**, while continuing a stable and professional tenancy.

We expect these matters to be resolved **in full compliance with the operational framework** that has been **in effect since January 15, 2025**, and look forward to your written response by March 19, 2025, outlining the specific actions to be taken and addressing all the remaining points above.

**A professional and timely resolution is expected to ensure continued alignment between all parties, foster a productive and respectful working relationship, and ensure this tenancy is conducted in a manner that aligns with fundamental property management responsibilities.**

Sincerely,

A handwritten signature in black ink, appearing to read "Vishal Sharma", with a stylized flourish at the end.

Dr. Vishal Sharma, Principal & Secretary

Metanoia Innovations, Inc.