



INCLUSIONS/EXCLUSIONS DISCLOSURE AND ATTACHMENT TO LISTING AGREEMENT

PROPERTY ADDRESS 4512 Alton Place NW, Washington, DC 20016

FOR USE WITH REGIONAL CONTRACT

PERSONAL PROPERTY, FIXTURES, AND UTILITIES: Unless otherwise negotiated in a contract of sale, the purchase price shall include the following personal property and fixtures: A. any existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, smoke and heat detectors, tv antennas, exterior trees and shrubs and B. The items marked YES below as currently installed or offered.

Grid of checkboxes for various items: Stove or Range, Cooktop, Wall Oven, Refrigerator, Dishwasher, Microwave, Trash Compactor, Disposer, Freezer, Window Fan, Window A/C Unit, Pool, Hot Tub, Satellite Dish, Window Treatments, Ceiling Fan, Washer, Dryer, Furnace Humidifier, Electronic Air Filter, Central Vacuum, Water Treatment System, Exhaust Fan, Alarm System, Intercom, Storage Shed, Garage Opener, w/remote, Playground Equipment, Wood Stove, Fireplace Screen/Door.

ADDITIONAL INCLUSIONS (SPECIFY):

ADDITIONAL EXCLUSIONS (SPECIFY): Windows, humidifier "AS IS"

WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING: (Check all that apply)

Water Supply: Public, Well, Hot Water: Oil, Gas, Elec, Other; Sewage Disposal: Public, Septic, BR; Air Conditioning: Oil, Gas, Elec, Heat Pump, Other; Heating: Oil, Gas, Elec, Heat Pump, Other.

FOR USE WITH MAR CONTRACT

INCLUSIONS/EXCLUSION: Unless otherwise negotiated in a contract of sale, the purchase price shall include all permanently attached fixtures, including all smoke detectors. Certain other now existing items which may be considered personal property, whether installed or stored upon the property, are included or excluded, as follows (if box is not checked, then item shall be considered excluded):

Grid of checkboxes for items: Alarm System, Built-in Microwave, Ceiling Fan, Central Vacuum, Clothes Dryer, Clothes Washer, Cooktop, Dishwasher, Drapery/Curtain Rods, Draperies/Curtains, Electronic Air Filter, Exhaust Fan, Exist. W/W Carpet, Fireplace Screen/Doors, Freezer, Furnace Humidifier, Garage Opener, w/remote, Garbage Disposer, Hot Tub, Equip & Cover, Intercom, Playground Equipment, Pool, Equip. & Cover, Refrigerator, w/ice maker, Satellite Dish, Screens, Shades/Blinds, Storage Shed, Storm Doors, Storm Windows, Stove or Range, TV Antenna, Trash Compactor, Wall Oven, Water Filter, Water Softener, Window A/C Unit, Window Fan, Wood Stove.

ADDITIONAL INCLUSIONS (SPECIFY):

ADDITIONAL EXCLUSIONS (SPECIFY):

I/We, the Seller(s) of the above referenced property, have completed these checklists disclosing what conveys with the property and give permission to make this information available to prospective buyers.

Seller Michael Coburn Date 5-19-06

Seller Christopher Suranna Date 5-19-06

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### Lead Paint - Federal Disclosure Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

RE: 4512 Alton Place NW, Washington, DC 20016

Property Address

#### LEAD WARNING STATEMENT

Every purchaser/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession and notify the buyer/tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase/lease.

#### SELLER'S/LANDLORD'S DISCLOSURE (initial)

*CS* (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):  
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

*CS* (b) Records and reports available to the seller/landlord (check one below):

Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### PURCHASER'S/TENANT'S ACKNOWLEDGMENT (initial)

\_\_\_\_ (c) Purchaser/Tenant has read the Lead Warning Statement above

\_\_\_\_ (d) Purchaser/Tenant has received copies of all information listed above.  Yes  No  None listed

\_\_\_\_ (e) Purchaser/Tenant has received the pamphlet Protect Your Family From Lead in Your Home.  Yes  No

\_\_\_\_ (f) Purchaser has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

#### AGENT'S ACKNOWLEDGMENT (initial)

*CS* (g) Agent has informed the seller/landlord of the seller's/landlord's obligations Under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

#### CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Michael Coburn 5-19-06  
Seller/Landlord Date

Buyer/Tenant Date

Christopher Suranna 5-19-06  
Seller/Landlord Date

Buyer/Tenant Date

Christopher Suranna 5-19-06  
Agent Date

Agent Date

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## SELLER'S DISCLOSURE STATEMENT

### Instructions to the Seller for Seller's Disclosure Statement:

These Instructions are to assist the Seller in completing the required Seller's Disclosure Statement in order to comply with the District of Columbia Residential Real Property Seller Disclosure Act.

1. **Who must complete the Seller's Disclosure Statement?** The Seller, not the broker and not the management company, condominium association, cooperative association or homeowners association.
2. **In what types of transactions must the Seller provide the Seller's Disclosure Statement to the Purchaser?** The Act applies in the following types of transfers or sales of District of Columbia real estate:
  - (a) where the property consists of one to four residential dwelling units, and,
  - (b) the transaction is a sale, exchange, installment land contract, lease with an option to purchase, or any other option to purchase, and,
  - (c) the purchaser expresses, in writing, an interest to reside in the property to be transferred.

**However, the Act does not apply to:**

- (a) court ordered transfers;
  - (b) transfers to a mortgagee by a mortgagor in default;
  - (c) transfers by sale under a power of sale in a deed of trust or mortgage or any foreclosure sale under a decree, or by a mortgagee who acquired the property at foreclosure, decree of foreclosure or deed in lieu of foreclosure;
  - (d) transfers by a non-occupant fiduciary administering a decedent's estate, guardianship, conservatorship or trust;
  - (e) transfers between co-tenants;
  - (f) transfers made to the transferor's spouse, parent, grandparent, child, grandchild or sibling (or any combination of the foregoing);
  - (g) transfers between spouses under a divorce judgment, separate maintenance judgment, or property settlement agreement incidental to such a judgment;
  - (h) transfers or exchanges to or from any governmental entity;
  - (i) transfers made by a person of newly constructed residential property that has not been inhabited.
3. **When does the Seller's Disclosure Statement have to be provided to the Purchaser?** In a sale, before or at the time the prospective transferee executes a purchase agreement with the transferor. In an installment sales contract (where a binding purchase contract has not been executed), or in the case of a lease with an option to purchase, before or at the time the prospective transferee executes the installment sales contract or lease with the transferor.
  4. **What information must the Seller disclose?** Answer ALL questions on the Seller's Disclosure Statement. If some items do not apply to your property, check "N/A" (not applicable). If you do not know the facts, check "UNKNOWN". Report actually known conditions referred to in the questions. Each disclosure must be made in "good faith" (honesty in fact in the making of the disclosure). Attach additional pages with your signature if additional space is required.

**The Seller of a condominium unit, cooperative unit, or a lot in a homeowners association, is to provide information only as to the Seller's unit or lot, and not as to any common elements, common areas or other areas outside of the unit or lot.**

5. **What is the remedy if the Seller does not provide the Seller's Disclosure Statement to the Transferee?** If the Seller's Disclosure Statement is delivered after the purchaser executes the purchase agreement, installment sales contract or lease with an option to purchase, the purchaser may terminate the transaction by written notice to the seller not more than five (5) calendar days after receipt of the Seller's Disclosure Statement by the purchaser, and the deposit must be returned to the seller. The right to terminate is waived if not exercised before the earliest of: (a) the making of an application for a mortgage loan (if the lender discloses that the right to rescind terminates on submission of the application); or b) settlement or date of occupancy in the case of a sale; or (c) occupancy in the case of a lease with an option to purchase.
6. **If the Seller finds out different information after providing the Seller's Disclosure Statement to the Purchaser what must the Seller do?** If information becomes inaccurate after delivery of the disclosure form, the inaccuracy shall not be grounds for terminating the transaction. Any disclosures may be amended, in writing, but the amendment is subject to the same requirements as the original disclosure.
7. **How must a Seller deliver the Seller's Disclosure Statement to the Transferee?**  
The Seller's Disclosure Statement must be delivered by personal delivery, facsimile delivery, or by registered mail to the transferee. Execution by the transferor of a facsimile is considered execution of the original.

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**SELLER'S DISCLOSURE STATEMENT**

**Property Address:** 4512 Alton Place NW, Washington, DC 20016

**Condominium Unit:** \_\_\_\_\_

**Cooperative Unit:** \_\_\_\_\_

**Purpose of Statement:** This Statement is a disclosure by the Seller of the defects or information actually known by the Seller concerning the property, in compliance with the District of Columbia Residential Real Property Seller Disclosure Act. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering, or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. THIS STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY AGENT REPRESENTING THE SELLER IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN.

**Seller's Disclosure:** The Seller discloses the following information with the knowledge that, even though this is not a warranty, the Seller specifically makes the following statements based on the Seller's actual knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's agent is required to provide a copy to the Buyer or the agent of the Buyer. The Seller authorizes its agent(s) to provide a copy of this statement to any prospective buyer or agent of such prospective buyer in connection with any actual or anticipated sale of property. The following are statements made solely by the Seller and are not the statements of the Seller's agent(s), if any. This information is a disclosure only and is not intended to be part of any contract between Buyer and Seller.

If this is a sale of a condominium unit or cooperative unit, or lot in a homeowners association, this disclosure form provides information only as to the unit (as defined in the governing documents of the association) or lot (as defined in the covenants applicable to the lot), and not as to any common elements, common areas or other areas outside of the unit or lot.

**A. Property Conditions, Improvements & Additional Information:**

|                                      | Yes                                 | No                                  | Unknown | N/A |
|--------------------------------------|-------------------------------------|-------------------------------------|---------|-----|
| 1. Water system:                     |                                     |                                     |         |     |
| Well supplied                        |                                     | <input checked="" type="checkbox"/> |         |     |
| City supplied                        | <input checked="" type="checkbox"/> |                                     |         |     |
| Working order?                       | <input checked="" type="checkbox"/> |                                     |         |     |
| 2. Sewer system:                     |                                     |                                     |         |     |
| Septic tank                          |                                     | <input checked="" type="checkbox"/> |         |     |
| City supplied                        | <input checked="" type="checkbox"/> |                                     |         |     |
| Working order?                       | <input checked="" type="checkbox"/> |                                     |         |     |
| 3. Insulation                        |                                     |                                     |         |     |
| 4. Urea formaldehyde foam insulation |                                     | <input checked="" type="checkbox"/> |         |     |
| 5. Leaks in roof                     |                                     | <input checked="" type="checkbox"/> |         |     |
| 6. Age of roof                       |                                     |                                     |         |     |
| 0-5 years                            |                                     |                                     |         |     |
| 5-10 years                           |                                     |                                     |         |     |
| 10-15 years                          |                                     |                                     |         |     |
| 15+ years                            | <input checked="" type="checkbox"/> |                                     |         |     |
| 7. Wall defects                      |                                     | <input checked="" type="checkbox"/> |         |     |
| 8. Floor defects                     |                                     | <input checked="" type="checkbox"/> |         |     |
| 9. Foundation defects                |                                     | <input checked="" type="checkbox"/> |         |     |
| 10. Window defects                   |                                     | <input checked="" type="checkbox"/> |         |     |
| 11. Evidence of water in basement    |                                     | <input checked="" type="checkbox"/> |         |     |
| 12. Heating system:                  |                                     |                                     |         |     |
| Central                              |                                     |                                     |         |     |
| Gas                                  | <input checked="" type="checkbox"/> |                                     |         |     |
| Oil                                  |                                     |                                     |         |     |
| Heat Pump                            |                                     |                                     |         |     |
| Working order?                       | <input checked="" type="checkbox"/> |                                     |         |     |
| Age of Heating System:               |                                     |                                     |         |     |
| 0-5 years                            |                                     |                                     |         |     |
| 5-10 years                           |                                     |                                     |         |     |
| 10+ years                            | <input checked="" type="checkbox"/> |                                     |         |     |
| 13. Air Conditioning System:         |                                     |                                     |         |     |
| Central                              | <input checked="" type="checkbox"/> |                                     |         |     |
| Window                               |                                     |                                     |         |     |
| Gas                                  |                                     |                                     |         |     |
| Electric                             | <input checked="" type="checkbox"/> |                                     |         |     |
| Heat Pump                            | <input checked="" type="checkbox"/> |                                     |         |     |
| Working order?                       | <input checked="" type="checkbox"/> |                                     |         |     |

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|                                 | Yes                                 | No                                  | Unknown | N/A |
|---------------------------------|-------------------------------------|-------------------------------------|---------|-----|
| Age of Air Conditioning System: |                                     |                                     |         |     |
| 0-5 years                       |                                     |                                     |         |     |
| 5-10 years                      |                                     |                                     |         |     |
| 10+ years                       | <input checked="" type="checkbox"/> |                                     |         |     |
| 14. Plumbing System:            |                                     |                                     |         |     |
| Copper                          | <input checked="" type="checkbox"/> |                                     |         |     |
| Galvanized                      | <input checked="" type="checkbox"/> |                                     |         |     |
| Other                           | <input checked="" type="checkbox"/> |                                     |         |     |
| Working order?                  | <input checked="" type="checkbox"/> |                                     |         |     |
| Any known problems?             |                                     | <input checked="" type="checkbox"/> |         |     |
| 15. Electrical System:          |                                     |                                     |         |     |
| Working order?                  | <input checked="" type="checkbox"/> |                                     |         |     |
| Any known problems?             |                                     | <input checked="" type="checkbox"/> |         |     |
| 16. History of Infestation:     |                                     |                                     |         |     |
| Termites                        |                                     | <input checked="" type="checkbox"/> |         |     |
| Carpenter Ants                  |                                     | <input checked="" type="checkbox"/> |         |     |
| Rodents                         |                                     | <input checked="" type="checkbox"/> |         |     |
| Other                           |                                     | <input checked="" type="checkbox"/> |         |     |
| 17. Environmental Problems:     |                                     |                                     |         |     |
| Asbestos                        |                                     | <input checked="" type="checkbox"/> |         |     |
| Radon Gas                       |                                     | <input checked="" type="checkbox"/> |         |     |
| Formaldehyde                    |                                     | <input checked="" type="checkbox"/> |         |     |
| Contaminated soil               |                                     | <input checked="" type="checkbox"/> |         |     |
| Other                           |                                     | <input checked="" type="checkbox"/> |         |     |

Provide explanations of the foregoing responses here. Attach additional sheets if necessary:

**B. Appliances/Systems/Services: The items below are in working order:**

|  | Yes                                 | No | Unknown                             | N/A                                 |
|--|-------------------------------------|----|-------------------------------------|-------------------------------------|
| 1. Range/Oven                          | <input checked="" type="checkbox"/> |    |                                     |                                     |
| 2. Dishwasher                          | <input checked="" type="checkbox"/> |    |                                     |                                     |
| 3. Refrigerator                        | <input checked="" type="checkbox"/> |    |                                     |                                     |
| 4. Range hood/fan                      |                                     |    |                                     | <input checked="" type="checkbox"/> |
| 5. Disposal                            | <input checked="" type="checkbox"/> |    |                                     |                                     |
| 6. TV antenna, TV rotor & controls     |                                     |    |                                     | <input checked="" type="checkbox"/> |
| 7. Storm Windows                       | <input checked="" type="checkbox"/> |    |                                     |                                     |
| 8. Garage door opener & remote control |                                     |    |                                     | <input checked="" type="checkbox"/> |
| 9. Alarm system                        | <input checked="" type="checkbox"/> |    |                                     |                                     |
| 10. Intercom system                    |                                     |    |                                     | <input checked="" type="checkbox"/> |
| 11. Central vacuum                     |                                     |    |                                     | <input checked="" type="checkbox"/> |
| 12. Attic fan                          |                                     |    |                                     | <input checked="" type="checkbox"/> |
| 13. Pool heater, wall liner & equip.   |                                     |    |                                     | <input checked="" type="checkbox"/> |
| 14. Microwave oven                     |                                     |    |                                     | <input checked="" type="checkbox"/> |
| 15. Trash compactor                    |                                     |    |                                     | <input checked="" type="checkbox"/> |
| 16. Ceiling fan                        | <input checked="" type="checkbox"/> |    |                                     |                                     |
| 17. Sauna/hot tub                      |                                     |    |                                     | <input checked="" type="checkbox"/> |
| 18. Lawn sprinkler system              |                                     |    |                                     | <input checked="" type="checkbox"/> |
| 19. Water heater                       | <input checked="" type="checkbox"/> |    |                                     | <input checked="" type="checkbox"/> |
| 20. Water softener/conditioner         |                                     |    |                                     | <input checked="" type="checkbox"/> |
| 21. Sump pump                          |                                     |    |                                     | <input checked="" type="checkbox"/> |
| 22. Furnace                            | <input checked="" type="checkbox"/> |    |                                     | <input checked="" type="checkbox"/> |
| 23. Humidifier                         |                                     |    | <input checked="" type="checkbox"/> |                                     |
| 24. Electronic air filter              |                                     |    |                                     | <input checked="" type="checkbox"/> |
| 25. Solar heating system               |                                     |    |                                     | <input checked="" type="checkbox"/> |
| 26. Fireplace & chimney                | <input checked="" type="checkbox"/> |    |                                     |                                     |
| 27. Wood burning system                |                                     |    |                                     | <input checked="" type="checkbox"/> |
| 28. Smoke Detector(s)                  | <input checked="" type="checkbox"/> |    |                                     |                                     |
| 29. Carbon Monoxide detector(s)        |                                     |    |                                     | <input checked="" type="checkbox"/> |

Provide any explanations of the foregoing responses here. Attach additional sheets if necessary:

*Chimney recapped / cleaned 5/06. Roof slates replaced / inspected 5/06.*

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

C. Other items: Are you aware of the following:

1. Features of the property shared in common with the adjoining landowners:

|   | Yes                                 | No                                  | Unknown | N/A                                 |
|---|-------------------------------------|-------------------------------------|---------|-------------------------------------|
| Walls   | _____                               | _____                               | _____   | _____                               |
| Seller responsible for maintenance                                    | _____                               | _____                               | _____   | <input checked="" type="checkbox"/> |
| Fences  | _____                               | _____                               | _____   | _____                               |
| Seller responsible for maintenance                                    | <input checked="" type="checkbox"/> | _____                               | _____   | _____                               |
| Roads   | _____                               | _____                               | _____   | _____                               |
| Seller responsible for maintenance                                    | _____                               | <input checked="" type="checkbox"/> | _____   | _____                               |
| Driveways   | _____                               | _____                               | _____   | <input checked="" type="checkbox"/> |
| Seller responsible for maintenance                                    | <input checked="" type="checkbox"/> | _____                               | _____   | _____                               |
| Other (list)  | _____                               | _____                               | _____   | _____                               |
| garage is   | _____                               | _____                               | _____   | _____                               |
| shared structure  | _____                               | _____                               | _____   | _____                               |
| Seller responsible for maintenance                                    | _____                               | <input checked="" type="checkbox"/> | _____   | _____                               |
| 2. Encroachments  | _____                               | <input checked="" type="checkbox"/> | _____   | _____                               |
| 3. Easements  | _____                               | <input checked="" type="checkbox"/> | _____   | _____                               |
| 4. Zoning violations  | _____                               | <input checked="" type="checkbox"/> | _____   | _____                               |
| 5. Nonconforming uses   | _____                               | <input checked="" type="checkbox"/> | _____   | _____                               |
| 6. Structural modifications   | _____                               | <input checked="" type="checkbox"/> | _____   | _____                               |
| 7. Settling problems  | _____                               | <input checked="" type="checkbox"/> | _____   | _____                               |
| 8. Flooding problems  | _____                               | <input checked="" type="checkbox"/> | _____   | _____                               |
| 9. Drainage problems  | _____                               | <input checked="" type="checkbox"/> | _____   | _____                               |
| 10. Structural problems   | _____                               | <input checked="" type="checkbox"/> | _____   | _____                               |
| 11. Grading problems  | _____                               | <input checked="" type="checkbox"/> | _____   | _____                               |
| 12. Damage to property from:  | _____                               | _____                               | _____   | _____                               |
| Fire  | _____                               | <input checked="" type="checkbox"/> | _____   | _____                               |
| Wind  | _____                               | <input checked="" type="checkbox"/> | _____   | _____                               |
| Floods  | _____                               | <input checked="" type="checkbox"/> | _____   | _____                               |
| Landslides  | _____                               | <input checked="" type="checkbox"/> | _____   | _____                               |
| 13. Historic District   | _____                               | _____                               | _____   | _____                               |
| a. Is the Property a DC landmark or located in a historic district?   | _____                               | <input checked="" type="checkbox"/> | _____   | _____                               |
| b. Has the property been cited for a violation during your ownership? | _____                               | <input checked="" type="checkbox"/> | _____   | _____                               |
| c. Is the property subject to a conservation easement?                | _____                               | <input checked="" type="checkbox"/> | _____   | _____                               |

Provide any explanations of the foregoing responses here. Attach additional sheets, if necessary.

The Seller has lived in the residence on the property from 12/98 (date) to present (date). The Seller has owned the property since 12/98 (date) and makes the statements herein only since that date. The Seller has indicated above as to the condition of all the items based on information actually known to the Seller.

Seller certifies that the information in this statement is true and correct to the best of Seller's actual knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY.

Seller Michael Coburn Date 5/19/06 Seller Christopher Suranna Date 5-19-06

BUYER HEREBY EXPRESSES AN INTENT TO RESIDE IN THE PROPERTY TO BE TRANSFERRED.

BUYER HAS READ AND ACKNOWLEDGES RECEIPT OF THIS STATEMENT AND ACKNOWLEDGES THAT THIS STATEMENT IS MADE BASED UPON THE SELLER'S ACTUAL KNOWLEDGE AS OF THE ABOVE DATE; IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES WHICH BUYER MAY WISH TO OBTAIN; AND IS NOT A STATEMENT, REPRESENTATION OR WARRANTY BY ANY OF THE SELLER'S AGENTS OR ANY SUB-AGENTS AS TO THE PRESENCE OR ABSENCE OF ANY CONDITION, DEFECT OR MALFUNCTION OR AS TO THE NATURE OF ANY CONDITION, DEFECT OR MALFUNCTION.

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_