

SELLER'S PROPERTY CONDITION STATEMENT

For Washington, DC

Property Address: 64 Channing St NW Washington DC 20001

- Is the property included in a:
- condominium association? Yes No
 - cooperative? Yes No
 - homeowners association with mandatory participation and fee? Yes No

If this is a sale of a condominium unit or cooperative unit, or 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.

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 an expertise in construction, architecture, engineering, or any other specific area related to the construction 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 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 a part of any contract between Buyer and Seller.

The seller(s) completing this disclosure statement have owned the property from 8/06 to PRESENT.
The seller(s) completing this disclosure have occupied the residence from 8/06 to 8/08.

A. Structural Conditions

1. Roof roof is a common element maintained by condominium or cooperative (no further roof disclosure required).

Age of Roof 0-5 years 5-10 years 10-15 years 15+ years Unknown

Does the seller have actual knowledge of any current leaks or evidence of moisture from roof?
 Yes No

If yes, comments: _____

Does the seller have actual knowledge of any existing fire retardant treated plywood?
 Yes No

If yes, comments: _____

2. Fireplace/Chimney(s)

Does the seller have actual knowledge of any defects in the working order of the fireplaces?
 Yes No No fireplace(s)

If yes, comments: _____

Does the seller know when the chimney(s) and/or flue were last inspected and/or serviced?
 Yes No No chimneys or flues

If yes, when were they last serviced or inspected? _____

3. **Basement**
 Does the seller have actual knowledge of any current leaks or evidence of moisture in the basement?
 Yes No Not Applicable
 If yes, comments: _____
 Does the seller have actual knowledge of any structural defects in the foundation?
 Yes No
 If yes, comments: _____
4. **Walls and floors**
 Does seller have actual knowledge of any structural defects in walls or floors?
 Yes No
 If yes, comments: _____
5. **Insulation**
 Does the seller have actual knowledge of presence of urea formaldehyde foam insulation?
 Yes No
 If yes, comments: _____
6. **Windows**
 Does the seller have actual knowledge of any windows not in normal working order?
 Yes No
 If yes, comments: _____

B. Operating Condition of Property Systems

1. **Heating System** heating system is a common element maintained by condominium or cooperative (no further disclosure on heating system required).
 Type of system Forced Air Radiator Heat Pump
 Electric baseboard Other
 Heating Fuel Natural Gas Electric Oil Other
 Age of system 0-5 years 5-10 years 10-15 years Unknown
 Does the seller have actual knowledge that heat is not supplied to any finished rooms?
 Yes No
 If yes, comments: _____
 Does the seller have actual knowledge of any defects in the heating system?
 Yes No
 If yes, comments: _____
 Does the heating system include:
 Humidifier Yes No Unknown
 Electronic air filter Yes No Unknown
 If installed, does the seller have actual knowledge of any defects with the humidifier and electronic filter?
 Yes No Not Applicable
 If no, comments: _____
2. **Air Conditioning System** air conditioning is a common element maintained by condominium or cooperative (no further disclosure on air conditioning system required).
 Type of system: Central AC Heat Pump Window/wall units
 Other Not Applicable
 Air Conditioning Fuel Natural Gas Electric Oil Other
 Age of system 0-5 years 5-10 years 10-15 years Unknown

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If central AC, does the seller have actual knowledge that cooling is not supplied to any finished rooms?

- Yes No Not Applicable

If yes, comments:

Does the seller have actual knowledge of any problems or defects in the cooling system?

- Yes No Not Applicable

If yes, comments:

3. Plumbing System

- Type of system: Copper Galvanized Plastic Polybutelene Unknown
Water Supply: Public Well
Sewage Disposal: Public Well
Water Heater Fuel: Natural Gas Electric Oil Other

Does the seller have actual knowledge of any defects with the plumbing system?

- Yes No

If yes, comments:

4. Electrical System

Does the seller have actual knowledge of any defects in the electrical system, including the electrical fuses, circuit breakers, outlets, or wiring?

- Yes No

If yes, comments:

C. Appliances

Does the seller have actual knowledge of any defects with the following appliances?

- Range/Oven Yes No Not Applicable
Dishwasher Yes No Not Applicable
Refrigerator Yes No Not Applicable
Range hood/fan Yes No Not Applicable
Microwave oven Yes No Not Applicable
Garbage Disposal Yes No Not Applicable
Sump Pump Yes No Not Applicable
Trash compactor Yes No Not Applicable
TV antenna/controls Yes No Not Applicable
Central vacuum Yes No Not Applicable
Ceiling fan Yes No Not Applicable
Attic fan Yes No Not Applicable
Sauna/Hot tub Yes No Not Applicable
Pool heater & equip. Yes No Not Applicable
Security System Yes No Not Applicable
Intercom System Yes No Not Applicable
Garage door opener & remote controls Yes No Not Applicable
Lawn sprinkler system Yes No Not Applicable
Water treatment system Yes No Not Applicable
Smoke Detectors Yes No Not Applicable
Carbon Monoxide Detectors Yes No Not Applicable
Other Fixtures or Appliances Yes No Not Applicable

If yes to any of the above, describe defects:

D. Exterior/Environmental Issues

1. Exterior Drainage

Does the seller have actual knowledge of any problem with drainage on the property?

Yes No

If yes, comments: _____

2. Damage to property

Does the seller have actual knowledge whether the property has previously been damaged by:

Fire Yes No
Wind Yes No
Flooding Yes No

If yes, comments: _____

3. Wood destroying insects or rodents:

Does the seller have actual knowledge of any infestation or treatment for infestations?

Yes No

If yes, comments: _____

Does the seller have actual knowledge of any prior damage or repairs due to a previous infestation?

Yes No

If yes, comments: _____

4. Does the seller have actual knowledge of any substances, materials or environmental hazards (including but not limited to asbestos, radon gas, lead based paint, underground storage tanks, formaldehyde, contaminated soil, or other contamination) on or affecting the property?

Yes No

If yes, comments: _____

5. Does the seller have actual knowledge of any zoning violations, nonconforming uses, violation of building restrictions or setback requirements, or any recorded or unrecorded easement, except for utilities, on or affecting the property?

Yes No

If yes, comments: _____

6. Does the seller have actual knowledge that this property is a DC Landmark, included in a designated historic district or is designated a historic property?

Yes No

If yes, comments: _____

7. Has the property been cited for a violation of any historic preservation law or regulation during your ownership?

Yes No

If yes, comments: _____

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8. Does the seller have actual knowledge if a façade easement or a conservation easement has been placed on the property?

Yes No

If yes, comments: _____

The seller(s) certifies that the information in this statement is true and correct to the best of their knowledge as known on the date of signature.

✓ Seller Scott Dean Harris
[Signature]
Seller _____

Date _____
4/8/09
Date _____

Buyer(s) have read and acknowledge receipt of this statement and acknowledge that this statement is made based upon the seller's actual knowledge as of the above date. This disclosure is not a substitute for any inspections or warranties which the buyer(s) may wish to obtain. This disclosure 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 _____

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CBRB DC919 (03/07)



Inclusions/Exclusions Attachment to Listing Agreement Disclosure and/or Addendum

Property Address: 64 Channing St NW Washington DC 20001

PART I. Inclusions/Exclusions Disclosure

Personal Property and Fixtures: The Property includes the following personal property and fixtures: A) Any existing built-in heating and central air conditioning equipment, plumbing, and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to in writing, all surface or wall mounted electronic components/devices DO NOT convey. B) The items marked YES below are currently installed or offered. If more than one of an item convey, the number of items is noted.

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Alarm System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	—	Freezer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Satellite Dish
<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Built-In Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Furnace Humidifier	<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Storage Shed
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3	Ceiling Fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Garage Opener	<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Stove or Range
<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Central Vacuum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	w/mole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Trash Compactor
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	Clothes Dryer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Gas Log	<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Wall Oven
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	Clothes Washer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Hot Tub, Equip. & Cover	<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Water Treatment System
<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Cocktop	<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Intercom	<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Window A/C Unit
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Playground Equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Window Fan
<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Disposer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Pool, Equip. & Cover	<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Window Treatments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Electronic Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	Refrigerator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Wood Stove
<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Fireplace Screen/Door	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	w/ice maker	<input type="checkbox"/>	<input type="checkbox"/>	—	

OTHER _____

AS IS ITEMS

Seller does not warrant the condition or working order of the following items and/or systems:

LEASED ITEMS

Any leased items, systems or service contracts (including, but not limited to, fuel tanks, water treatment systems, lawn contracts, security system monitoring, and satellite contracts) DO NOT CONVEY absent an express written agreement by Purchaser and Seller. The following is a list of the leased items within the Property.

Seller certifies that Seller has completed this checklist disclosing what conveys with the property and gives permission to make this information available to prospective buyers.

Seller: [Signature] Date: 4/18/09 Seller: _____ Date: _____

PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated _____ between Seller Scott Dean Harris and Buyer _____ is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

The parties agree that Part I of this Addendum shall replace and supersede the provisions of the Inclusions/Exclusions paragraph of the MAR Residential Contract of Sale or the Personal Property Fixtures and Utilities paragraph of the Regional Sales Contract as applicable.

Seller _____ Date _____ Buyer _____ Date _____
Seller _____ Date _____ Buyer _____ Date _____

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LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT

Property: 64 Channing St NW Washington DC 20001
Seller's Name: Scott Dean Harris

Seller Instructions: Check the box indicating the age of your property and initial here. If you checked either box 1 or 3, continue to complete the Seller's Disclosure section below and sign this form at the bottom. If you checked box 2, then this form is complete.

SDH
(Check the answer, then initial here.)

- 1. was constructed prior to January 1, 1978 or
- 2. was constructed after January 1, 1978, or
- 3. uncertain as to when constructed.

Lead Warning Statement - Every purchaser of any interest in residential 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 very 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 of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure - Each seller is required to complete these two sections (a and b) by selecting an answer and then by initialing in each of these two sections (if more than one owner, all owners must select and initial):

(a) Presence of lead-based and/or lead-based paint hazards (CHECK ONE BOX BELOW AND INITIAL).

(a) SDH
(Select answer, then initial here.)

- Known lead-based paint and/or lead-based hazards are present in the housing (explain) _____
- Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (CHECK ONE BOX BELOW AND INITIAL):

(b) SDH
(Select answer, then initial here.)

- Seller has provided the purchaser with all available records pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below) _____
- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgement All Purchaser(s) MUST INITIAL c and d then MAKE THEIR SELECTION in e and INITIAL.

(c) _____ Purchaser(s) has received copies of all information listed above.

(d) _____ Purchaser(s) has received the pamphlet *Protect Your Family From Lead in Your Home*.

(e) _____
(Select answer, then initial here.)

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



HOME PROTECTION PLAN

Your Coldwell Banker® Home Protection Plan in four easy steps!

1 Select the Core Coverage Plan® right for you.

	Seller & Buyer	Buyer
<input checked="" type="checkbox"/> Single Family Home (if 1,000-10,000 sq ft, call for quote)	\$465	\$405
<input type="checkbox"/> Condo/Townhome/Mobile Home	\$425	\$365
<input type="checkbox"/> New Construction Single Family (covers years 2-5)	N/A	\$655
<input type="checkbox"/> New Construction Condo (covers years 2-5)	N/A	\$565

Notes: For Duplex, Triplex and Fourplex pricing, please call 1-866-797-4788 for quote.
 \$60 Trade Service Call Fee for each trade service request, or actual cost, whichever is less. Additional charges may apply to certain repairs and replacements.

2 Customize your Home Protection Plan with the selections below.

	Seller & Buyer	Buyer
<input type="checkbox"/> ServicePlus Package® (Available to Seller if Seller and Buyer Core Coverage Plan selected)	\$79	\$79
<input type="checkbox"/> CoveragePlus Package® (Available to Seller if Seller and Buyer Core Coverage Plan selected)	\$55	\$55

Optional coverage available to Buyers only.

<input type="checkbox"/> Kitchen Refrigerator w/Ice Maker and Dispenser	\$45
<input type="checkbox"/> Additional Refrigerator w/Ice Maker and Dispenser*	\$25
<input type="checkbox"/> Washer and Dryer	\$80
<input type="checkbox"/> Washer/Dryer/Refrigerator w/Ice Maker and Dispenser	\$102
<input type="checkbox"/> Free Standing Ice Maker	\$45
<input type="checkbox"/> Swimming Pool or Inground Spa Equipment**	\$160
<input type="checkbox"/> Swimming Pool/Inground Spa Equipment (shared equipment)**	\$160
<input type="checkbox"/> Additional Swimming Pool or Inground Spa Equipment**	\$80
<input type="checkbox"/> Water Softener	\$40
<input type="checkbox"/> Well Pump**	\$85
<input type="checkbox"/> Septic System Pumping and Septic Sewage Ejector Pump**	\$30

3 Total your coverage and confirm.

Core Coverage Plan	\$
ServicePlus Package	\$
CoveragePlus Package	\$
Additional Options	\$
TOTAL:	\$

I decline the benefits of this coverage. I agree not to hold the real estate company, broker, and/or agents liable for the repair or replacement of a system or appliance that would otherwise have been covered by this warranty plan.

Signature: _____ Date: _____

Please read contract for specific coverages, exclusions and limitations.

The warranty plan fee may include a service fee payable to the named real estate company for administrative and other services performed in the procurement of plan, including promoting, selling, processing, and advertising the plan. The service fee is a good faith estimate of the value of the above named real estate company's services and expenses in providing such services in the procurement of plan.

*Kitchen Refrigerator option must be purchased.
 **Not available for Condo/Townhome except Spa Equipment.



Form No. 569000 3/08

ORDER Christopher Suranna Online Phone 1-866-797-4788
 www.aishwarranty.com/coldwellbanker

4 Please provide the following information.

64 Channing St NW
 Property address to be covered
 Washington DC 20001
 City State Zip
 Contract # (Provided when AHS receives your application.)

Please check appropriate box for initiating agent. Required fields have been bolded.

Seller Information

Scott Dean Harris
 Seller Name
 917-790-8006
 Phone Number
 scott.d.harris@usace.army.mil
 E-mail Address
 511 Jefferson Avenue
 Mailing Address
 Morrisville PA 19067
 City State Zip
 Real Estate Company
 Christopher Suranna
 Agent Name
 chris@metrochouses.com
 Agent E-mail Address
 7/31/2009
 Main Office Number Listing Expiration Date

Buyer Information

Buyer Name
 Phone Number
 E-mail Address
 Mailing Address
 City State Zip
 Real Estate Company
 Agent Name
 Agent E-mail Address
 Main Office Number

Closing Company Information

Closing Company Name
 Phone Number Fax Number
 Estimated Closing Date Closing Number
 Closing Rep Name
 E-mail Address

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Phone Español 1-800-250-2025 Fax 1-800-329-2478 Mail without Payment AHS, P.O. Box 849 Carroll, IA 51401 Mail with Payment AHS, P.O. Box 2803 Memphis, TN 38101

CBRB AHS107 (04/08) DC - MD - VA

Buyer(s): _____
 Seller(s): Scott Dean Barria
 Property: 64 Channing St NW Washington DC 20001

**LEAD-BASED PAINT HAZARD
 NOTICE AND AGREEMENT**

LEAD BASED PAINT HAZARDS. (Title X, Section 10108, the Residential Lead-Based Paint Hazard Reduction Act of 1992) (the Act), required the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A seller of pre-1978 housing is required to disclose to the buyer(s), based upon the seller's actual knowledge, all known lead-based paint hazards in the Property and provide the buyer(s) with any available reports in the seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. The seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by the buyer(s), the seller is required to provide the buyer(s) with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form.

The seller is required under the Act to provide the buyer(s) with a ten (10) day time period (or other mutually agreeable time period) for the buyer(s), at buyer(s) expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the buyer(s) waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement.

The Act is effective September 6, 1995, for a seller who owns more than four (4) dwelling units, whether single-family or multi-family, and December 6, 1996, for a seller who owns four (4) or fewer dwelling units.

A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.

SELLER REPRESENTS AND WARRANTS TO BUYER, BROKER(S), BROKER(S)' AGENTS AND SUBAGENTS, INTENDING THAT THEY RELY UPON SUCH WARRANTY AND REPRESENTATION, THAT THE PROPERTY(Seller to initial applicable line):

- was constructed prior to January 1, 1978;
- or
- was constructed after January 1, 1978;
- or
- uncertain as to age of the property

SELLER ACKNOWLEDGES RECEIPT OF BROCHURE "EPA & HUD REAL ESTATE NOTIFICATION AND DISCLOSURE RULE, QUESTIONS AND ANSWERS."

If the Property was constructed prior to January 1, 1978 or if the date of construction is unknown, as indicated by Seller's initial above, Seller and Buyer mutually agree that the requirements of the Act shall apply to the sale of the Property. Seller and Buyer acknowledge that the real estate brokers and salespersons involved in the sale of the Property have no duty to ascertain or verify the date of construction and assume no such duty or responsibility.

Seller and Buyer agree and represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless all of the requirements of the ACT were fully satisfied and complied with prior to the execution of this Contract by Seller and Buyer. Seller and Buyer represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act be fully complied with as an express condition of the formation of a binding and enforceable contract by and between the parties.

Buyer and Seller acknowledge by their signatures below that they have read and understand the provisions of this agreement.

Buyer _____ Date _____ Seller Scott D Barria Date 4/8/09

Buyer _____ Date _____ Seller _____ Date _____

CBRB CN500 (07/29/03)