



Washington, DC Jurisdictional Addendum to the Listing Agreement for Improved Real Property

1. **AGENCY DISCLOSURE:** The Seller acknowledges that the Broker has informed Seller of his rights and obligations regarding agency disclosure under the "Real Estate Licensing Act of 1996," Act 11-502, DC law. For more information on this topic, Seller should speak with Broker/Listing Agent and consult the DC Real Estate Commission's pamphlet, "A Real Estate Licensee's Role in Conducting Real Estate Transactions."
2. **FAIR HOUSING REGULATIONS:** Seller acknowledges that the District of Columbia Human Rights Act requires that, in addition to federal protected classes, all properties shall be made available to all persons without regard to race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business of any individual.
3. **PROPERTY CONDITION DISCLOSURE:** The Seller acknowledges that the Broker has informed Seller of his rights and obligations under the District of Columbia Residential Real Property Seller Disclosure Act. Seller is exempt from Seller's Disclosure Act.
4. **D.C. SOIL DISCLOSURE REQUIREMENTS:** The characteristic of the soil on the subject Property as described by the Soil Conservation Service of the United States Department of Agriculture in the Soil Survey of the District of Columbia published in 1976 and as shown on the Soil Maps of the District of Columbia is _____
For further information, Seller can contact a soil testing laboratory, the District of Columbia Department of Environmental Services, or the Soil Conservation Service of the Department of Agriculture.
5. **RECORDATION AND TRANSFER TAXES:** The D.C. Transfer Tax will be paid by the Seller and the D.C. Recordation Tax will be paid by the Buyer.
6. **TENANCY:** Seller represents that the Property is OR is not offered for sale subject to an existing residential lease. If answered affirmatively, Seller acknowledges said Term is from _____ to _____ at a monthly rental of \$ _____. Seller agrees to notify Lessee of Lessee's right to purchase the Property according to the provisions of the current Title IV (Tenant Opportunity to Purchase) of the Rental Housing Conversion and Sale Act of 1980, as amended (DC Law 3-86). Seller agrees not to offer the Property for rent or extend existing leases during Listing Period, except as said extension may be required by Title V (Eviction Controls) of the Rental Housing Act of 1985.
7. **STORAGE TANK DISCLOSURE:** (Applicable to single family properties only).
In accordance with the requirements of Section 3(g) of the District of Columbia Underground Storage Tank Management Act of 1990 (D.C. Code Section 6-995.2), as amended by the District of Columbia Underground Storage Tank Management Act of 1990 Amendment Act of 1992 (the "Act") and the regulations adopted thereunder by the District of Columbia (the "Regulations"), Seller hereby informs Broker that Seller has no knowledge of the existence or removal during Seller's ownership of the Property of any underground storage tank ("UST") as that term is defined in the Act and the Regulations, except as follows:
 Seller knows of existence or removal of UST OR Seller has no knowledge of existence or removal of UST. If answered affirmatively, Seller agrees to provide a written disclosure to prospective purchasers.
8. **RECEIPT OF INFORMATION AND COMPLETION OF DISCLOSURES:** Seller acknowledges receipt of information or Seller's completion of the following disclosures and authorizes Broker to make them available to prospective purchasers:
 - District of Columbia form, "Seller's Disclosure Statement."
 - Federal form, "Information and Disclosure of Lead-Based Paint and Lead Based Paint Hazards." (Pre-1978 properties.)
 - EPA Pamphlet, "Protect Your Family From Lead in Your Home." (Recommended for pre-1978 properties.)
 - GCAAR form, "Inclusions/Exclusions Disclosure."
 - Underground storage tank disclosure, if applicable.
 - DC Real Estate Commission's Pamphlet, "A Real Estate Licensee's Role in Conducting Real Estate Transactions." (Recommended)
 - NAR Pamphlet, "What Everyone Should Know About Equal Opportunity in Housing." (Recommended)

Brenda W. Williams 3-6-09
Seller/Owner _____ Date _____

Seller/Owner _____ Date _____

2444 Ontario Rd NW, Washington, DC 20009
Property Address

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Previous editions of this form should be destroyed.



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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 to 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's 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 of foreclosure or deed in lieu of foreclosures;
- (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 combinations of the foregoing);
- (g) transfer between spouses under a divorce judgment incidental to such a judgment;
- (h) transfers or exchanges to or from any governmental entity; and
- (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 no 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.

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.
 GCAAR Form #919 – DC Seller's Disclosure Page 1 of 7 Revised March 2007



SELLER'S DISCLOSURE STATEMENT

Instructions to the Seller for Seller's Disclosure Statement

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 purchaser. 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, how does this impact a ratified contract? If information becomes inaccurate after delivery of the disclosure form, the inaccuracy shall not be grounds for terminating the transaction.

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.

Property Address: 2444 Ontario Rd NW, Washington, DC 20009 Year Constructed 1913

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Federal Lead Warning Statement**

A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. 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 disclose to the buyer/tenant the presence of known lead-based paint hazards and 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. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i) / Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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

(b) Records and reports available to the seller (initial (i) or (ii) below):

(i) / 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).

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

Buyer's/Tenant's Acknowledgment (initial)

(c) / Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.

(d) / Buyer/Tenant has received the pamphlet *Protect Your Family from Lead In Your Home*.

(e) **Buyer** has (initial (i) or (ii) below):

(i) / 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

(ii) / 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)

(f) AS Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(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 they have provided is true and accurate.

Chloris J. Cox 3/16/09
Seller/Landlord Date

Buyer/Tenant Date

Seller/Landlord Date

Buyer/Tenant Date

Ellerson "Lee" Spurlock 3/16/09
Seller's/Landlord's Agent Date

Buyer's/Tenant's Agent Date



10/07



Brenda Wilham

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[Signature] Date 3-6-09
Seller/Landlord

Buyer/Tenant Date

Seller/Landlord Date

Buyer/Tenant Date

[Signature] Date 3-6-09
Seller's/Landlord's Agent

Buyer's/Tenant's Agent Date

Ellerson "Lee" Spurlock



10/07



Property Address: 2444 Ontario Rd NW, Washington, DC 20009 Year Constructed 1913

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

Brenda H. Williams 3-6-09 _____
Seller/Landlord Date Buyer/Tenant Date

Seller/Landlord Date Buyer/Tenant Date

Ellerson "Lee" Spurlock 3/6/09 _____
Seller's/Landlord's Agent Date Buyer's/Tenant's Agent Date



10/07



SELLER'S PROPERTY CONDITION STATEMENT

For Washington, DC

2444 Ontario Rd NW

Property Address: Washington, DC 20009

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 1955 to PRESENT.

The seller(s) completing this disclosure have occupied the residence from 1955 to PRESENT.

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: LEAKS AROUND SKY LIGHT

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? _____

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

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: NO LEAKS - MOISTURE FROM RUPTURED PIPE WATER LEAK
Does the seller have actual knowledge of any structural defects in the foundation?

Yes No

If yes, comments: _____

4. **Walls and floors**

Does the 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

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 Yes No Not Applicable
- & 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 Yes No Not Applicable
- Or Appliances Yes No Not Applicable

If yes to any of the above, described 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 infestation?

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 D.C. 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: _____

8. Does the seller have actual knowledge if an 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.

[Signature]
Seller Brenda H. Williams

3-6-09
3-6-09
Date 3-6-09

Seller

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



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

Property Address: 2444 Ontario Rd NW, Washington, DC 20009

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 type="checkbox"/> | <input checked="" type="checkbox"/> | | Alarm System | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Freezer | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Satellite Dish |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Built-in Microwave | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Furnace Humidifier | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Storage Shed |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | | Ceiling Fan | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Garage Opener | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | Stove or Range |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Central Vacuum | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | w/ remote | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Trash Compactor |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Clothes Dryer | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Gas Log | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Wall Oven |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Clothes Washer | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Hot Tub, Equip, & Cover | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Water Treatment System |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Cooktop | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Intercom | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Window A/C Unit |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Dishwasher | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Playground Equipment | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Window Fan |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Disposer | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Pool, Equip, & Cover | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Window Treatments |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Electronic Air Filter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | Refrigerator | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Wood Stove |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | | Fireplace Screen/Door | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | w/ ice maker | | | | |

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 _____ | Date _____ | Seller _____ | Date _____ |
|--------------|------------|--------------|------------|

PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated _____ between Seller _____ 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 <u>[Signature]</u> | Date <u>3-6-09</u> | Buyer _____ | Date _____ |
| Seller <u>Blenda H. Williams</u> | Date <u>3-6-09</u> | Buyer _____ | Date _____ |

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Consent for Dual Representation and Designated Representation in the District of Columbia (To be attached to all listing agreements and buyer or tenant brokerage agreements for transactions in the District of Columbia.)

"Designated Representation" occurs when the Seller or Landlord has entered into a listing agreement with a licensee and the Buyer or Tenant has entered into a buyer brokerage agreement with a different licensee affiliated with the same firm. Each of the licensees, known as Designated Representatives, represents fully the interest of his/her individual clients. The Supervising Broker is a Dual Representative of both the Buyer and Seller, and must not disclose information obtained in confidence to other parties in the transaction.

- If the Seller or Landlord does not consent to Designated Representation, the property may not be shown by any licensees affiliated with the brokerage firm that have entered into a representation agreement with a prospective Buyer or Tenant.
 - If the Buyer or Tenant does not consent to Designated Agency, the Buyer or Tenant may not be shown any properties listed by other licensees affiliated with the brokerage firm.
- Prior to entering into a contract in which the buyer and seller are represented by Designated Representatives, the relationship of both Designated Agents must be disclosed/confirmed in writing.

"Dual Representation" occurs when Seller or Landlord has entered into a listing agreement with a licensee and the Buyer or Tenant has entered into a buyer brokerage agreement with the same licensee. When the parties agree to dual representation, the ability of the licensee and the brokerage firm to represent either party fully and exclusively is limited. The confidentiality of all clients shall be maintained.

- If the Seller or Landlord does not consent to Dual Representation, the property may not be shown by the licensee to any prospective Buyers or Tenants that have entered into a buyer brokerage agreement with the licensee.
- If the Buyer or Tenant does not consent to Dual Agency, the licensee may not show any properties listed by the licensee.
- Prior to entering into a contract in which the buyer and seller are represented by Dual Agency, this relationship must be disclosed/confirmed in writing.

I (We) consent to **Designated Representation**, acknowledging the broker/firm RE/MAX Realty Services, may represent both the seller(s) and buyer(s) or landlords and tenants, and the sales associate, Ellerson "Lee" Spurlock, license # 98363031 as the Designated Representative for the party indicated below:

Seller(s) or Buyers(s)
 Landlord(s) or Tenant(s)

I (We) do not consent to **Designated Representation**

I (We) consent to **Dual Representation**, acknowledging the broker/firm RE/MAX Realty Services and the sales associate, Ellerson "Lee" Spurlock, license # 98363031, may represent both the seller(s) and buyer(s) (or landlord(s) and tenant(s)), as the **Dual Representatives** for the both parties indicated below:

Sellers(s) and Buyer(s)
 Landlord(s) and Tenant(s)

I (We) do not consent to **Dual Representation**

Signed: [Signature] Date: 3-6-09
 Signed: Brenda H. Williams Date: 3-6-09

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