



Listing Agreement for Improved Real Property

(For use in Montgomery County and Washington, DC – Attach Jurisdictional Addendum and Required Disclosures)

Property Address: 1305 WHITTIER PLACE NW Unit: _____

Subdivision/Project: BRIGHTWOOD

City: WASHINGTON State: DC Zip: 20012

Known as Lot(s) 2 Block/Square: 2784 Tax ID# _____

Parking Space(s) # _____ Storage Unit(s) # _____

1. **SELLER** (List all Sellers): LISA J COLE

Mailing address, if different: _____

Office Telephone: (202) 663-6603 Office/Home Fax: (202) 758-0417

Home Telephone: (202) 758-0417 Cell Phone(s): (202) 841-3973 /

Email Addresses: LISAJCOLE@GMAIL.COM /

2. **BROKER: REMAX REALTY SERVICES** MRIS BROKER CODE RBE1 OFFICE ID: _____

Office Address: 4825 BETHESDA AVENUE SUITE 200, BETHESDA, MD 20814

Office Telephone: (301) 652-0400 Office Fax: (301) 652-4444

Listing Agent: LOUIS FORD Direct Line: (301) 347-4123 License #: SP12093

Home Phone: (202) 723-8592 Cell Phone: (202) 236-7791 Email: LFORD89660@VERIZON.NET

3. **PURPOSE:** This Agreement ("Agreement") between Seller and Broker grants to Broker the exclusive right to sell, exchange or convey the herein described property ("Property"), together with all improvements, rights and easements thereon and under the terms and conditions set forth herein. Please be aware that certain parking spaces and storage units may be Common Elements for general use, Limited Common Elements, or separately Deeded as stated in the association documents.

Unit #	Separately Deeded?	Conveys? If so, #
Parking Space(s) #		
_____	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
_____	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
Storage Unit(s) #		
_____	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
_____	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no

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4. **LISTING PRICE:** The Property is offered for sale at a listing price ("Listing Price") of \$ 449,500.00 with a minimum deposit of 2.000 % or such other price and deposit as is later agreed upon in writing.

5. **LISTING PERIOD:** This Agreement commences when signed and expires at midnight on December 7, 2010 ("Listing Period"). Unless Seller instructs Listing Broker otherwise in writing, this listing must be entered into MRIS within 48 hours (excluding weekends and holidays) after necessary signatures have been obtained. The listing shall not be advertised in any system or venue until the listing has been first entered into MRIS. All listings shall be available for showing immediately upon their entry.

Seller hereby instructs the listing agent to:

If a sales contract is ratified before this Agreement expires, providing for settlement beyond the Listing Period, the terms hereof shall be extended automatically until final disposition of the sales contract.

6. **BROKER'S FEE:**

A. **Fee:** Seller agrees to pay to Broker 4.000 % of the sale price or \$ _____ (strike one) and an additional flat fee in the amount of \$ _____ as Broker's Fee ("Broker's Fee"). The amount of Broker's Fee is stated in this Contract and is not prescribed by law or established by any membership organization with which the Broker is affiliated. Seller acknowledges that Broker's Fee shall be earned and payable in the event that:

(1) Seller enters into a sales contract during the listing period, with any buyer procured by seller, listing broker, or his sales associates, or other brokers or their sales associates, or any other buyer, provided the buyer performs and settles on said contract.

(2) Further, such Broker's Fee shall be paid if the Property is sold, exchanged, conveyed, or otherwise transferred within 30 days after the expiration of the Listing Period or termination of this Agreement (the "Protection Period") to anyone to whom the Property has been shown by Broker or anyone else, including the Seller, during the Listing Period, unless a valid listing agreement is entered into during the term of said Protection Period with another licensed real estate broker.

B. **Authority to Cooperate With and Compensate Other Brokers:** Seller authorizes Broker to cooperate with other brokers as subagents of Broker ("Subagents") and/or as Brokers retained by prospective buyers to represent buyer's interests ("Buyer Agents and Dual Agents"). Broker shall pay to Subagent's Broker, who has earned and is entitled to share in the Broker's Fee, 2.500 % of the Sales Price. Broker shall pay to any Buyer Agent's Broker who has earned and is entitled to share in the Broker's Fee 2.500 % of the Sales Price.

C. **Payment of Broker's Fee:** Payment of Broker's Fee is due at Settlement, unless Seller, after contract acceptance, fails to perform or is otherwise in default of the sales contract, or executes a release of the sales contract to which the Broker is not a party. In such case, the Broker's entire fee is due no later than the agreed settlement date.

D. **Forfeiture of Deposit:** If the earnest money deposit ("Deposit") is forfeited, or if there is an award of damages by a court or a compromise agreement between the Seller and Purchaser, the Broker may accept and the Seller agrees to pay the Broker one-half of the Deposit in lieu of a Broker's Fee (provided Broker's share of any forfeited Deposit will not exceed the amount which would have otherwise been due at Settlement).

E. **Default by Buyer:** If Seller enters into a contract with a Buyer during the original listing period, and Buyer subsequently defaults, then the original listing period is extended by the number of days property was under contract.

F. **Attorney's Fees:** If Broker prevails in any action brought to obtain payment of the Broker's Fee, Broker shall also be entitled to recover in such action Broker's reasonable attorney's fees and court costs.

7. **AGENCY:** The State of Maryland and Washington, DC have each adopted specific laws governing the disclosure of agency relationships and dual agency (i.e., the situation where the listing and selling agents are associated with the same broker). For this reason, all applicable jurisdictional Agency disclosure forms have been made available to Seller who acknowledges receipt of those checked below:

Maryland

- Understanding Whom Real Estate Agents Represent
 Consent For Dual Agency

Washington, DC

- Consent for Dual Representation and Designated Representation in the District of Columbia

8. **AUTHORIZATIONS:**

A. **Sign:** Seller authorizes Broker to install a "For Sale" sign on the Property, in accordance with applicable zoning ordinances and community association regulations.

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B. Key and KeyBox:

1) Use: Seller authorizes Broker to allow key-entry showings and the installation of a KeyBox and the delivery of door access keys for use by the Greater Capital Area Association of REALTORS®, Inc. ("GCAAR") members and members of current REALTOR® Associations Signatory to the ELECTRONIC KEYBOX SERVICE AGREEMENT ("Authorized Users") to access the Property and to accompany prospective buyers, inspectors, appraisers, exterminators and other parties necessary for showings and inspecting the Property. Affiliate or non-affiliate members (i.e., inspectors, appraisers, estimators) may have access for their business purposes with permission of the Listing Agent through One Day Showing Codes for a definitive period of time.

2) Limited Access Showing Codes: Seller hereby: (Seller to initial applicable line):

ONE DAY Showing Code:

YC _____ AUTHORIZES use of a one day showing code.
_____/_____ DOES NOT AUTHORIZE use of a one day showing code.

It is understood by Seller that there is a possibility that a person may use the access code in an unauthorized manner. Therefore, caution should be used with these codes as such codes will allow certain individuals to access the property without an electronic record as to their identity. The seller recognizes that it is often desirable and advantageous to Seller and may expedite the sale of their Property to have such access available.

3) Leased Property: If the Property is under lease during the Listing Period, Seller will furnish Broker with a written authorization, signed by all lessees, authorizing the use of a KeyBox and/or keys.

4) Private Insurance: Seller is advised to take all precautions for safekeeping of valuables and to maintain appropriate insurance through Seller's own insurance company.

5) Liability: Seller agrees that he, his heirs and assigns shall indemnify, save and hold harmless said Broker, his agents, and his affiliated brokers, salespeople, cooperating brokers, subagents, affiliate members with key(s) and with KeyBox access and other individuals who have use through a One Day Access Code and the Greater Capital Area Association of REALTORS®, Inc., from any and all claims, loss or liability arising from the use of said key(s) or Key Boxes, including Broker's negligence, breach of contract or any wrongdoing exclusive of gross negligence or willful misconduct. Seller assumes all risk of any loss, damage and injury, except those caused by gross negligence or willful misconduct of any party.

9. MARKETING/VIRTUAL OFFICE WEBSITES ("VOW"):

Internet Marketing Options: Certain features may be displayed on the websites of MLS participants, including:

Seller to Initial
YC _____

YES NO:

1) Seller authorizes the listed Property to be displayed on the internet.

If Seller has selected "No" for this Option, a consumer who conducts searches for listings on the Internet will not see information about the listed property in response to their search.

Initial here _____ / _____

If "No" was selected for Option 1, skip Options 2-4. If "Yes" was selected for Option 1, continue to Options 2-4

YC _____

2) Seller authorizes the listing address, (including house/unit numbers and street name) to be displayed on the internet.

If Seller has selected "No" for this Option, a consumer who conducts searches for listings on the Internet will not see this particular information about the listed Property in response to their search.

Initial here _____ / _____

YC _____

3) Seller authorizes the display of an automated estimate of the market value of the property (or a hyperlink to such estimate) on MLS participants' websites.

YC _____

4) Seller authorizes the display of unedited comments or reviews of the property (or display a hyperlink to such comments or reviews) on MLS participants' websites. (aka the "Blogging Feature")

During the term of this agreement, Seller may, by written request to Broker, authorize Broker to enable or disable use of either feature as described above. Broker agrees to promptly transmit the request to the MLS. Broker is further authorized to and shall market the Property through various means including, but not limited to entering the Property into the applicable multiple listing service(s) ("MLS"), installing a sign, interior and exterior photographing the Property and installing a lock box. Seller authorizes Broker to market Property, including use of address and interior and exterior photographs, in media which may include, but not be limited to publications at Broker's discretion. Seller acknowledges that Broker is bound by the bylaws, policies and procedures and rules and regulations governing MRIS and the Key Box system seller. Seller hereby authorizes Broker to report any contract of sale with sales price and terms of sale to MRIS for dissemination, in accordance with MRIS rules and policies.

10. INCLUSIONS/EXCLUSIONS: Unless otherwise negotiated in the sales contract, the sales price shall include those items of personal property as described in the attached INCLUSIONS/EXCLUSIONS DISCLOSURE. It is recommended that this Disclosure be left at the Property for prospective buyers.

11. PROPERTY CONDITION AND DISCLOSURE OF MATERIAL FACTS:

A. Legal Requirement: Seller acknowledges that the Broker has informed Seller of Seller's obligations to provide a property condition disclosure to prospective buyers, as defined in applicable jurisdictional forms attached hereto.

B. Indemnify: Seller agrees to indemnify, save, and hold Broker and his sales associates harmless from all claims, complaints, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Seller or from Seller's failure to disclose any material facts.

C. Hazardous Materials and Conditions: There are environmental conditions and hazardous materials that could affect the Property and sale. Broker does not have the technical expertise to advise Seller of their presence. Seller may employ an expert to inspect for same. In the event Seller conducts such tests and makes reports available to Broker, Seller authorizes Broker to make said reports available to prospective buyers.

D. Amend as Applicable: Seller agrees to amend in writing the applicable Disclosures, if any material change affecting the Property occurs during the Listing Period.

12. LEAD PAINT REGULATIONS: A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET ENTITLED "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES. Seller and any agent involved in the transaction are required to retain a copy of the completed Federal Lead-Based Paint Disclosure Form for a period of three (3) years following the date of settlement.

13. TERMITE/WOOD-DESTROYING INSECTS: Seller agrees to provide access to the Property for an inspection to determine evidence of infestation by termites and/or other wood-destroying insects. This inspection is in addition to the pre-settlement inspection and other inspections as agreed to in the sales contract. The inspection shall include the house, garage or other outbuildings and any fences abutting the house, as may be required by the sales contract. If infestation or damage exists, then prior to or at settlement, Seller agrees, at Seller's expense, to treat infestation and repair damage in accordance with the terms of the contract of sale or lender requirements. In the event Seller accepts a contract that includes VA financing, Seller agrees to reimburse Buyer for the reasonable cost of said inspection.

14. ENCUMBRANCES/LIENS/OTHER TITLE MATTERS: Seller represents that no other person or entity owns any portion of the Property or has any ownership rights to the Property. Seller has the capacity to convey clear title and that the Property is not subject to any right to purchase, lease or acquisition by virtue of an existing option, right of first refusal or other agreement. Seller agrees not to negotiate new leases, or extend existing leases, during the Listing Period without written notification to Broker.

Seller warrants clear title and agrees to provide sufficient cash to discharge at settlement all liens and encumbrances including, but not limited to, existing deeds of trust, home equity loans, mechanic's liens, deferred transportation-related facility charges/taxes, tax judgment liens, property taxes, Coop, Condo, HOA fees or any specific unit assessments. Seller shall comply with all orders, requirements, or notices of violations of any county or local authority, condominium unit owners' association, homeowner's or property owners' association or actions in any court on account thereof, against or affecting the Property on the date of settlement. Title is to be good and marketable, and insurable by a licensed title insurance company with no additional risk premium. In case action is required to perfect the title, such action must be taken promptly by the Seller at the Sellers' expense. Seller shall convey the Property by special warranty deed. Seller shall sign such affidavits, lien waivers, tax certifications and other documents as may be required by the lender, title insurance company, Settlement Agent, or government authority, and authorizes the Settlement Agent to obtain pay-off or assumption information from any existing lender(s) and/or lien holder(s).

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Seller discloses to Broker that the following are the only existing liens/encumbrances against the Property and existing matters that could affect the title to the Property, and further agrees to disclose any new liens or matters which arise during the Listing Period:

Yes/No:

- / 1). Is the Property security for a first mortgage or Deed of Trust loan? If yes, held by (Lender or Servicer's Name): _____ with an approximate balance of \$ 234,000 .
- / 2). Is the Property security for a second mortgage or Deed of Trust loan? If yes, held by (Lender or Servicer's Name): _____ with an approximate balance of \$ _____ .
- / 3). Is the Property security for a line of credit or home equity line of credit? If yes, held by (Lender or Servicer's Name): _____ with an approximate balance of \$ _____ .
- / 4). Is the Property owned FREE AND CLEAR of any liens/loans or equity lines of credit? Please note that a lien may still exist if there is an equity line of credit even if the seller has no current balance on the equity line.
- / 5). Is the Seller **current** on all payments for the loan(s) identified in numbered items 1, 2, and 3 above?
- / 6). Is the Seller in default on any of the loans identified in numbered items 1, 2, and 3 above for which the Seller has received any notices of such default(s), notice of threatened foreclosure or notice of the actual filing of foreclosure?
- / 7). Are there any liens filed or secured against the Property for Federal, State or local income taxes; unpaid real property taxes; or unpaid cooperative, condominium or homeowners' association fees/assessments; or utility liens?
- / 8). Are there any judgments against Seller (including each Seller for jointly held property) or does the Seller have any knowledge of any matter that might result in a judgment that may potentially affect the property?
- / 9). Has the Seller filed for bankruptcy protection under United States law, or is the Seller contemplating doing so during the term of this Listing Agreement? Seller must immediately notify Broker if Seller files during the term of this Listing Agreement.
- / 10). Is this Property subject to an estate?
- / 11). Is there a deceased co-owner? If yes, a death certificate will be required at settlement.
- / 12). Is there a pending divorce proceeding? If yes, please attach a copy of any Separation Agreement.
- / 13). Are there any other legal proceedings pending that could result in a judgment against the Seller or affect the property? If yes, please list below: _____
- / 14). Could this transaction result in a Short Sale? If yes, the **Short Sale Addendum to Listing Contract (GCAAR Form 930) must be attached.**

During the term of the Listing Agreement, should any change occur with respect to any of the answers to items 1-14 above, Seller shall IMMEDIATELY give written Notice to Broker and Listing Agent of such change(s).

15. OWNERSHIP WITH ASSESSMENTS: Condominium OR Cooperative OR Homeowners Association (HOA)

Name of Subdivision/Project: _____

Management Company: _____

Address: _____ Telephone #: _____

Normal Assessment \$ _____ Additional/Special Assessment \$ _____

Outstanding Balance \$ _____ Seller agrees to abide by disclosure requirements of local statutes governing condominiums, cooperatives or homeowner associations by completing required disclosure addenda and by furnishing Buyer, at Seller's expense, a current "resale" certificate and pertinent documents, for the Cooperative, Condominium and/or Homeowner's Association in which Property is located.

16. SMOKE DETECTOR REQUIREMENTS: Seller shall have smoke detectors installed and operational in accordance with the requirements of the jurisdiction in which the Property is located prior to settlement of any sale.

17. FAIR HOUSING LAWS: In compliance with federal fair housing regulations, the Property shall be made available to all persons without regard to race, color, religion, national origin, sex, physical or mental handicaps or familial status. Additional protected classes exist for the District of Columbia, the State of Maryland and some local jurisdictions.

18. CLOSING COSTS: Seller acknowledges that Buyers have the right to select the title insurance company, settlement or escrow company or title attorney. Seller agrees to pay settlement costs including, but not limited to, the release of liens or encumbrances against the property, deed preparation, other legal document preparation, courier/delivery charges, reasonable settlement fees, and, in addition, transfer and recordation taxes and any other costs agreed upon in the sales contract.

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19. TAXES: Section 1445 of the Internal Revenue Service (IRS) Code may require the settlement agent to report the gross sales price, Seller's federal tax identification number and other required information to the IRS. Seller will provide to the settlement agent such information at the time of settlement. In certain situations, the IRS requires a percentage (currently 10%) of the sales price to be withheld from Seller's proceeds (for the payment of capital gains tax due, if any) if Seller is a foreign person for purposes of U.S. income taxation. A foreign person includes, but is not limited to, non-resident aliens, foreign corporations, foreign partnerships, foreign trusts or foreign estates.

Seller represents that Seller is OR is not a foreign person for purposes of U.S. income taxation.

20. GENERAL PROVISIONS:

A. Laws and Regulations: Seller acknowledges that Broker must comply with federal, state and local laws and regulations as well as real estate licensing laws and regulations of either the District of Columbia or the State of Maryland.

B. Competing Properties: Seller understands that Broker may have or obtain listings of other similar properties and that potential buyers may consider, make offers on, or purchase through Broker properties that are similar to Seller's property. Seller consents to Broker's representation of Sellers and Buyers of other similar properties before, during and after the expiration of this Agreement.

C. Subsequent Offers: Upon receipt by Broker of a ratified contract of sale pursuant to this Listing Agreement, Broker shall have no further obligation hereunder to procure any additional purchase offers.

D. Delivery: Delivery or Delivered means hand carried, sent by overnight delivery service, sent by wired or electronic medium which produces a tangible record of the transmission (such as telegram, mailgram, telecopier or "Fax", email which includes an attachment with an actual copy of the executed instruments being transmitted, or U.S. Postal mailing.) In the event of overnight delivery service, Delivery will be deemed to have been made on the next business day following the sending, unless earlier receipt is acknowledged in writing. In the event of U.S. Postal mailing, Delivery will be deemed to have been made on the third business day following the mailing, unless earlier receipt is acknowledged in writing.

E. Notice: This agreement shall be deemed enforceable when it and all addenda and any modifications thereto have been signed, initialed where required by Seller and Broker (or Supervising Manager), and Delivered to the other party.

F. Paragraph Headings: The Paragraph headings in this Agreement are for reference and convenience only, and do not define or limit the intent, rights or obligations of the parties.

G. Definitions: The singular shall include the plural, the plural the singular, and the use of either gender shall include the other gender.

H. "Buyer" means "purchaser" and vice versa.

21. AUTHORITY TO DISCLOSE EXISTING OFFERS: Seller is advised that prospective buyers or cooperating brokers may inquire of Broker or Broker's agents the existence of other offers for the purchase of the Property. Disclosure of other offers could result in the buyer making the highest and best offer as promptly as possible or such disclosure could result in the interested buyer electing not to make an offer.

Seller(s) hereby Authorizes OR Does NOT Authorize

The Broker to disclose the existence of other offers on the Property in response to inquiries from buyers or cooperating brokers. Such disclosure will include the source of offers (the listing licensee, another licensee in the listing firm, or a cooperating broker).

22. BINDING AGREEMENT:

A. This Agreement contains the entire legally binding agreement between Seller and Broker and cannot be changed except with written consent of all parties. Any prior discussion between the parties concerning this subject matter is superseded by this Agreement.

B. This Agreement shall survive execution and delivery of the deed and shall not be merged therein. If this Agreement is signed by more than one person, it shall constitute the joint and several obligations of each party. Further, this Agreement is binding upon the parties, their personal representatives, successors, heirs and assigns.

C. This Agreement shall be interpreted and construed in accordance with the laws of the jurisdiction where the Property is located.

D. Seller hereby acknowledges that he has read and understands this Agreement, understands he may seek legal advice prior to signing it, and acknowledges that all information provided to Broker by Seller is true and correct to the best of Seller's knowledge. Seller hereby acknowledges receipt of a copy of this legally binding agreement and agrees to be bound by its terms and conditions.

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23. **TERMINATION:** This Agreement may be terminated prior to the expiration date only by mutual written Agreement of the Parties.

24. **ADDITIONAL TERMS:**

Please check if only sole seller



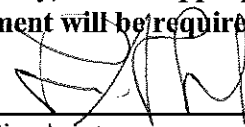
Seller Date
LISA J COLE

Company: **REMAX REALTY SERVICES**

Seller Date By: _____
Broker/Supervising Manager (Signature) Date

Seller Date Broker/Supervising Manager (Print Name)

NOTE: If signing for any other seller of Property, attach appropriate Power of Attorney or Letter of Administration as applicable. An Original document will be required for settlement.



Listing Agent Date
LOUIS FORD 8/7/10



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

(It is recommended that this document be provided to potential Buyers with other disclosures.)

Property Address: 1305 WHITTIER PLACE NW Unit: _____
 Subdivision/Project: BRIGHTWOOD
 City: WASHINGTON State: DC Zip: 20012
 Lot (s) 2 Square: 2784 Tax ID# _____ Parking Space(s) # _____
 Storage Unit(s) # _____ Date: August 7, 2010

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. **RECORDATION AND TRANSFER TAXES:** Rates vary with the sales price and based on property type. See <http://otr.cfo.dc.gov/otr/site/default.asp>. Unless otherwise negotiated in a Contract of Sale, the following will apply:
 - A. **Real Property:** The Recordation Tax will be paid by the Buyer and the Transfer Tax will be paid by the Seller.
 - B. **Cooperatives:** The Economic Interest Deed Recordation Tax will be split equally between the Buyer and the Seller. There is no Transfer Tax for Cooperatives.
4. **TENANCY:** Seller represents that the Property is OR is not offered for sale subject to an existing residential lease. If the property is tenant occupied form #1314 is hereby provided.
5. **CONDOMINIUM/COOPERATIVE/HOMEOWNER'S ASSOCIATION ASSESSMENTS:** (Check all that apply) The Property is located in a not applicable Condominium Association or Cooperative Association and/or Homeowner's Association with mandatory fees (HOA) or Other _____

Complete the following for all boxes checked above:

Name of Project/Subdivision: _____ .
 Management Company: _____ . Telephone: _____ .
 Regular Periodic Fee: \$ _____ per _____ . Special Assessments: \$ _____ .
 Name of Project/Subdivision: _____ .
 Management Company: _____ . Telephone: _____ .
 Regular Periodic Fee: \$ _____ per _____ . Special Assessments: \$ _____ .

Are there any assessments or fees approved yet not assessed? Yes No. If yes, amount \$ _____ and explain reason for assessment: _____

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6. SELLER DISCLOSURE:

A. Unless Seller is otherwise exempt, pursuant to D.C. Code §45-951, prior to the submission of an offer a Buyer is entitled to a Seller's Disclosure Statement

B. The Seller represents that seller is exempt from disclosure. Yes No.

7. LEAD-BASED PAINT HAZARD: Unless otherwise exempt, a Seller of property built prior to 1978 is required to provide to a Buyer the Federal Lead-Based Paint Disclosure Form and EPA Pamphlet "Information and Disclosure of Lead-Based Paint and Lead Based Paint Hazards. Not doing so may subject Seller to treble damages under the Act. The Seller represents that residential Property was built prior to 1978 OR was not built prior to 1978 OR building date is uncertain. If the dwelling(s) was built prior to 1978 or if the building date is uncertain, a Contract will not be deemed complete and not ratified unless it includes, and the Seller and Buyer both accept the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, whereby the Buyer acknowledges receipt of required Lead Paint Information and has either taken the opportunity to incorporate a Lead-Based Paint Inspection contingency or waived such a right. The 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 3 years following the date of settlement.

8. 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 UNKNOWN. 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.

9. UNDERGROUND 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.

10. 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 911, "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)



 Seller/Owner _____ Date 8/7/10

LISA J COLE

Seller/Owner _____ Date _____

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THIS NOTICE IS REQUIRED BY LAW AND IS NOT A CONTRACT.

THIS DISCLOSURE DOES NOT CREATE A BROKERAGE RELATIONSHIP.

Disclosure of Brokerage Relationship District of Columbia

Prior to providing specific real estate assistance, District of Columbia law requires that a licensee disclose to any party who the licensee does **NOT** represent the identity of the party to the proposed transaction which the licensee does represent. Even though a licensee may not represent you, that licensee must still treat you honestly in the transaction.

We, the undersigned Buyer(s)/Tenant(s) or Seller(s)/Landlord(s) acknowledge receipt of this Disclosure, and understand we are **NOT** represented by the licensee identified below.

LOUIS A FORD SP12093 and REMAX REALTY SERVICES
(Licensee & License #) (Brokerage Firm)

The licensee and brokerage firm named above represent the following party in the real estate transaction:

Seller(s)/Landlord(s) (The licensee has entered into a written listing agreement with the seller(s) or landlord(s) or is acting as a sub-agent of the listing broker.)

Buyer(s)/Tenant(s) (The licensee has entered into a written agency agreement with the buyer/tenant.)

Designated Agent of the **Buyer(s)/Tenant(s)** or **Seller(s)/Landlord(s)**
(Both the buyers and sellers have previously consented to "Designated Agency", and the licensee listed above is indicating the parties represented.)

Acknowledged Date

Acknowledged Date

Name of Person(s): _____
I certify on this date that I, the real estate agent, have delivered a copy of this disclosure to the person(s) identified above.

Signed (Licensee) Date

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

Property Address: 1305 WHITTIER PLACE NW, WASHINGTON, DC 20012

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 type="checkbox"/>		Freezer	<input type="checkbox"/>	<input type="checkbox"/>		Satellite Dish
<input type="checkbox"/>	<input type="checkbox"/>		Built-in Microwave	<input type="checkbox"/>	<input type="checkbox"/>		Furnace Humidifier	<input type="checkbox"/>	<input type="checkbox"/>		Storage Shed
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3	Ceiling Fan	<input type="checkbox"/>	<input type="checkbox"/>		Garage Opener	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Stove or Range
<input type="checkbox"/>	<input type="checkbox"/>		Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>		w/ remote	<input type="checkbox"/>	<input type="checkbox"/>		Trash Compactor
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Dryer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Gas Log	<input type="checkbox"/>	<input type="checkbox"/>		Wall Oven
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>		Hot Tub, Equip, & Cover	<input type="checkbox"/>	<input type="checkbox"/>		Water Treatment System
<input type="checkbox"/>	<input type="checkbox"/>		Cooktop	<input type="checkbox"/>	<input type="checkbox"/>		Intercom	<input type="checkbox"/>	<input type="checkbox"/>		Window A/C Unit
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>		Playground Equipment	<input type="checkbox"/>	<input type="checkbox"/>		Window Fan
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Disposer	<input type="checkbox"/>	<input type="checkbox"/>		Pool, Equip, & Cover	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Window Treatments
<input type="checkbox"/>	<input type="checkbox"/>		Electronic Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>		Wood Stove
<input type="checkbox"/>	<input type="checkbox"/>		Fireplace Screen/Door	<input checked="" type="checkbox"/>	<input type="checkbox"/>		w/ ice maker				

OTHER attic fan

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: security system monitoring

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 LISA J COLE Date 8/7/10 Seller _____ Date _____

PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated _____ between Seller LISA J COLE 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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Property Address: 1305 WHITTIER PLACE NW, WASHINGTON , DC 20011 Year Constructed 1950

**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) RC / ___ 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) RC / ___ 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) [Signature] 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.

<u>[Signature]</u> 8/7/10 Seller/Landlord Date LISA J COLE	Buyer/Tenant Date
<u>[Signature]</u> 8/7/10 Seller/Landlord Date	Buyer/Tenant Date
Seller's/Landlord's Agent Date LOUIS FORD	Buyer's/Tenant's Agent Date

SELLER'S PROPERTY CONDITION STATEMENT

For Washington, DC

1305 WHITTIER PLACE NW

Property Address: WASHINGTON , DC 20011

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 5/2003 to present.

The seller(s) completing this disclosure have occupied the residence from 5/2003 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: _____

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 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 Yes No Not Applicable

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

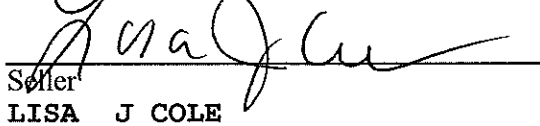
If yes, comments: _____

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.



Seller
LISA J COLE

8/7/2010

Date

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



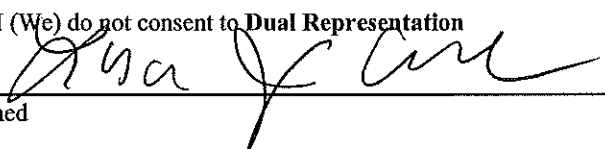
Consent for Dual Representation and Designated Representation in the District of Columbia
(To be attached to all listing agreements and buyer or tenant brokerage agreements
for transactions in the District of Columbia.)

"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.

<input checked="" type="checkbox"/> I (We) consent to Designated Representation , acknowledging the broker/firm <u>REMAX REALTY SERVICES</u> , may represent both the seller(s) and buyer(s) or landlords and tenants, and the sales associate, <u>LOUIS FORD</u> , license # <u>SP12093</u> as the Designated Representative for the party indicated below:	
<input checked="" type="checkbox"/> Seller(s) or <input type="checkbox"/> Buyers(s) <input type="checkbox"/> Landlord(s) or <input type="checkbox"/> Tenant(s)	
<input type="checkbox"/> I (We) do not consent to Designated Representation	
<input checked="" type="checkbox"/> I (We) consent to Dual Representation , acknowledging the broker/firm <u>REMAX REALTY SERVICES</u> , and the sales associate, <u>LOUIS FORD</u> , license # <u>SP12093</u> 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:	
<input checked="" type="checkbox"/> Sellers(s) and Buyer(s) <input type="checkbox"/> Landlord(s) and Tenant(s)	
<input type="checkbox"/> I (We) do not consent to Dual Representation	
 Signed _____	<u>8/7/2010</u> Date _____
Signed _____	Date _____

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Affiliated Business Arrangement Disclosure Statement Notice

Date: August 7, 2010

To (Client's Name) LISA J COLE

From: RE/MAX Realty Services Agent Name: LOUIS FORD

Property Address: 1305 WHITTIER PLACE NW
WASHINGTON, DC 20011

In connection with the purchase/sale of the above captioned property, you may need to obtain certain settlement and mortgage services. We are pleased to recommend RSI Title and Bank of America.

This is to give you notice that RE/MAX Realty Services, its officers and/or agents may have a business relationship with Venture Group Title which has an ownership interest in RSI Title. Because of the business relationship with RSI Title, this referral may provide Venture Group Title and/or RE/MAX Realty Services, its officers and/or agents a financial or other benefit.

Bank of America rents office space from and has a business relationship with RE/MAX Realty Services that may provide some financial benefit to REMAX Realty Services and/or Venture Group Title.

Set forth below are estimated charges or a range of charges for the settlement services of RSI Title:

Closing Fee*	\$250
Title Examination Fee	195
Title Binder Fee	70
Estimated Owners Title Insurance**:	Per \$1,000 of sales price:
Simultaneous issue of Lender's Policy	First \$250,000 \$4.66
Policy (MD) is \$50	\$250-500,000 \$3.97
	\$500-750,000 \$3.33
	\$750-1,000,000 \$2.65

** Title Insurance rates apply to Maryland only; Washington, DC rates are slightly higher. Rates are subject to change.


* Does not include Title Abstract and Survey which are billed from third party vendor.

*** Rates may be slightly higher for foreclosure and short sale transactions.

While we recommend that you use RSI Title and Bank of America, you are NOT required to do so as a condition of the settlement on the subject property. There are other settlement service providers available with similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

ACKNOWLEDGEMENT:

I/we have read this disclosure form, and understand that RE/MAX Realty Services, by its officers and/or agents, is referring me/us to use the above-described settlement services and may receive through Venture Title Group a financial or other benefit as the result of this referral.

 _____
Date 8/7/10 / _____ Date