

Property Condition Disclosure Statement

Name of seller or sellers: Susan Older

Property address: 1200 Jamesville Ave, Syracuse, NY 13210

The Property Condition Disclosure Act requires the seller of residential real property to cause this disclosure statement or a copy thereof to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale.

Purpose of Statement:

This is a statement of certain conditions and information concerning the property known to the seller. This disclosure statement is not a warranty of any kind by the seller or by any agent representing the seller in this transaction. It is not a substitute for any inspections or tests and the buyer is encouraged to obtain his or her own independent professional inspections and environmental tests and also is encouraged to check public records pertaining to the property.

A KNOWINGLY FALSE OR INCOMPLETE STATEMENT BY THE SELLER ON THIS FORM MAY SUBJECT THE SELLER TO CLAIMS BY THE BUYER PRIOR TO OR AFTER THE TRANSFER OF TITLE. IN THE EVENT A SELLER FAILS TO PERFORM THE DUTY PRESCRIBED IN THIS ARTICLE TO DELIVER A DISCLOSURE STATEMENT PRIOR TO THE SIGNING BY THE BUYER OF A BINDING CONTRACT OF SALE, THE BUYER SHALL RECEIVE UPON THE TRANSFER OF TITLE A CREDIT OF FIVE HUNDRED DOLLARS AGAINST THE AGREED UPON PURCHASE PRICE OF THE RESIDENTIAL REAL PROPERTY.

"Residential real property" means real property improved by a one to four family dwelling used or occupied, or intended to be used or occupied, wholly or partly, as the home or residence of one or more persons, but shall not refer to (a) unimproved real property upon which such dwellings are to be constructed or (b) condominium units or cooperative apartments or (c) property on a homeowners' association that is not owned in fee simple by the seller.

Instructions to the seller:

- Answer all questions based upon your actual knowledge.
- Attach additional pages with your signature if additional space is required.
- Complete this form yourself.
- If some items do not apply to your property, check "NA" (non-applicable). If you do not know the answer check "UNKN" (unknown).

Seller's Statement:

The seller makes the following representations to the buyer based upon the seller's actual knowledge at the time of signing this document. The seller authorizes his or her agent, if any, to provide a copy of this statement to a prospective buyer of the residential real property. The following are representations made by the seller and are not the representations of the seller's agent.

General Information

- How long have you owned the property? 9 years, 10 months
- How long have you occupied the property? 9 years, 10 months
- What is the age of the structure or structures? 30 years
Note to buyer- If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint.
- Does anybody other than yourself have a lease, easement or any other right to use or occupy any part of your property other than those stated in documents available in the public record, such as rights to use a road or path or cut trees or crops? Yes No UNKN NA
- Does anybody else claim to own any part of your property? Yes No UNKN NA (if yes, explain below)

6. Has anyone denied you access to the property or made a formal legal claim challenging your title to the property?
Yes No UNKN NA (if yes, explain below)
7. Are there any features of the property shared in common with adjoining land owners or a homeowners association, such as walls, fences or driveways? Yes No UNKN NA (if yes describe below)
8. Are there any electric or gas utility surcharges for line extensions, special assessments or homeowner or other association fees that apply to the property? Yes No UNKN NA (if yes, explain below)
9. Are there certificates of occupancy related to the property? Yes No UNKN NA (if no, explain below)

Environmental

Note to Seller - In this section, you will be asked questions regarding petroleum products and hazardous or toxic substances that you know to have been spilled, leaked or otherwise been released on the property or from the property onto any other property. Petroleum products may include, but are not limited to, gasoline, diesel fuel, home heating fuel, and lubricants. Hazardous or toxic substances are products that could pose short- or long-term danger to personal health or the environment if they are not properly disposed of, applied or stored. These include, but are not limited to, fertilizers, pesticides and insecticides, paint including paint thinner, varnish remover and wood preservatives, treated wood, construction materials such as asphalt and roofing materials, antifreeze and other automotive products, batteries, cleaning solvents including septic tank cleaners, household cleaners and pool chemicals and products containing mercury and lead.

Note to Buyer - If contamination of this property from petroleum products and/or hazardous or toxic substances is a concern to you, you are urged to consider soil and groundwater testing of this property.

10. Is any or all of the property located in a designated floodplain? Yes No UNKN NA (if yes, explain below)
11. Is any or all of the property located in a designated wetland? Yes No UNKN NA (if yes, explain below)
12. Is the property located in an agricultural district? Yes No UNKN NA (if yes, explain below)
13. Was the property ever the site of a landfill? Yes No UNKN NA (if yes, explain below)
14. Are there or have there ever been fuel storage tanks above or below the ground on the property?
Yes No UNKN NA
If yes, are they currently in use? Yes No UNKN NA Location(s) _____
Are they leaking or have they ever leaked? Yes No UNKN NA (if yes, explain below)
15. Is there asbestos in the structure? Yes No UNKN NA (if yes, state location or locations below)
16. Is lead plumbing present? Yes No UNKN NA (if yes, state location or locations below)
17. Has a radon test been done? Yes No UNKN NA (if yes, attach a copy of the report)
18. Has motor fuel, motor oil, home heating fuel, lubricating oil or any other petroleum product, methane gas, or any hazardous or toxic substance spilled, leaked or otherwise been released on the property or from the property onto any other property? Yes No UNKN NA (if yes, describe below)
19. Has the property been tested for the presence of motor fuel, motor oil, home heating fuel, lubricating oil, or any other petroleum product, methane gas, or any hazardous or toxic substance?
Yes No UNKN NA (if yes, attach report(s))

Structural

20. Is there any rot or water damage to the structure or structures? ^{also} Yes ~~No~~ UNKN NA (if yes, explain below)
21. Is there any fire or smoke damage to the structure or structures? Yes No UNKN NA (if yes, explain below)
22. Is there any termite, insect, rodent or pest infestation or damage? Yes No UNKN NA (if yes, explain below)

23. Has the property been tested for termite, insect, rodent or pest infestation or damage?
Yes No UNKN NA (if yes, please attach report(s))
24. What is the type of roof/roof covering (slate, asphalt, other.)? Composition shingles
Any known material defects? No
How old is the roof? _____
Is there a transferable warrantee on the roof in effect now? Yes UNKN NA (if yes, explain below)
25. Are there any known material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions. Yes UNKN NA (if yes, explain below)

Mechanical Systems & Services

26. What is the water source (circle all that apply - well, private, municipal, other)? If municipal, is it metered?
 Yes No UNKN NA
27. Has the water quality and/or flow rate been tested? Yes UNKN NA (if yes, describe below)
28. What is the type of sewage system (circle all that apply - public sewer, private sewer, septic or cesspool)?
If septic or cesspool, age? _____
Date last pumped? _____
Frequency of pumping? _____
Any known material defects? Yes No UNKN NA (if yes, explain below)
29. Who is your electric service provider? National Grid
What is the amperage? 150
Does it have circuit breakers or fuses? breakers
Private or public poles? public
Any known material defects? Yes UNKN NA (if yes, explain below)
30. Are there any flooding, drainage or grading problems that resulted in standing water on any portion of the property? Yes UNKN NA (if yes, state locations and explain below)
31. Does the basement have seepage that results in standing water? ~~Yes~~ also No UNKN NA (if yes, explain below)

Are there any known material defects in any of the following (if yes, explain below. Use additional sheets if necessary):

- | | |
|--------------------------------------------------------------|-------------------------------------------------------------------------------|
| 32. Plumbing system? | Yes <input checked="" type="radio"/> UNKN NA |
| 33. Security system? | Yes <input checked="" type="radio"/> UNKN NA |
| 34. Carbon monoxide detector? | Yes <input checked="" type="radio"/> UNKN NA |
| 35. Smoke detector? | Yes <input checked="" type="radio"/> UNKN NA |
| 36. Fire sprinkler system? | Yes <input checked="" type="radio"/> UNKN <input checked="" type="radio"/> NA |
| 37. Sump pump? | Yes <input checked="" type="radio"/> UNKN NA |
| 38. Foundation/slab? | Yes <input checked="" type="radio"/> UNKN NA |
| 39. Interior walls/ceilings? | Yes <input checked="" type="radio"/> UNKN NA |
| 40. Exterior walls or siding? | Yes <input checked="" type="radio"/> UNKN NA |
| 41. Floors? | Yes <input checked="" type="radio"/> UNKN NA |
| 42. Chimney/fireplace or stove? | Yes <input checked="" type="radio"/> UNKN NA |
| 43. Patio/deck? | Yes <input checked="" type="radio"/> UNKN NA |
| 44. Driveway? | Yes <input checked="" type="radio"/> UNKN NA |
| 45. Air conditioner? | Yes <input checked="" type="radio"/> UNKN NA |
| 46. Heating system? | Yes <input checked="" type="radio"/> UNKN NA |
| 47. Hot water heater? | Yes <input checked="" type="radio"/> UNKN NA |
| 48. The property is located in the following school district | <u>Syracuse City</u> UNKN |

Note: Buyer is encouraged to check public records concerning the property (e.g. tax records and wetland and flood plain maps)

The seller should use this area to further explain any item above. If necessary, attach additional pages and indicate here the number of additional pages attached.

February 2010 Home Inspection available upon request
Question #20: As per Home Inspection: "some areas of the fascia show signs of damage"
Question #22: Some evidence of bird/insect activity on a few shingles, as per Home Inspection report. Some signs of carpenter bee activity in few areas of fascia.
Question #31: See Home Inspection report: staining evident of past seepage, and occasional wetness observed. However, no known problems of standing or pooling water.

Seller's Certification:

SELLER CERTIFIES THAT THE INFORMATION IN THIS PROPERTY CONDITION DISCLOSURE STATEMENT IS TRUE AND COMPLETE TO THE SELLER'S ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE SELLER. IF A SELLER OF RESIDENTIAL REAL PROPERTY ACQUIRES KNOWLEDGE WHICH RENDERS MATERIALLY INACCURATE A PROPERTY CONDITION DISCLOSURE STATEMENT PROVIDED PREVIOUSLY, THE SELLER SHALL DELIVER A REVISED PROPERTY CONDITION DISCLOSURE STATEMENT TO THE BUYER AS SOON AS PRACTICABLE. IN NO EVENT, HOWEVER, SHALL A SELLER BE REQUIRED TO PROVIDE A REVISED PROPERTY CONDITION DISCLOSURE STATEMENT AFTER THE TRANSFER OF TITLE FROM THE SELLER TO THE BUYER OR OCCUPANCY BY THE BUYER, WHICHEVER IS EARLIER.

Seller Susan Beth O'Leary date 26 March 2010

Seller _____ date _____

Buyer's Acknowledgment:

Buyer acknowledges receipt of a copy of this statement and buyer understands that this information is a statement of certain conditions and information concerning the property known to the seller. It is not a warranty of any kind by the seller or seller's agent and is not a substitute for any home, pest, radon or other inspections or testing of the property or inspection of the public records.

Buyer _____ date _____

Buyer _____ date _____

1200 Jamesville Ave

List of Improvements

- 2010 - New boiler installed (warranty transferable to new owner)
- 2008 - New hot-water heater installed
- 2006 -
- New carpeting installed downstairs, on stairway, upstairs hallway, master bedroom
 - New air conditioner installed
- 2004 -
- Jenn-Air dual-fuel stove/oven installed
 - Kitchen flooring installed
- 2003 - Bosch dishwasher installed
- 2001 - Sliding glass door to deck replaced
- 2000 -
- Central vacuum system installed
 - Skylight replaced

(717) 657-7032



TCS INDUSTRIES, INC.

RADON GAS DETECTION

4326 Crestview Road, Harrisburg, PA 17112

BILL PETCOPOULOS
1200 JAMESVILLE AVE
SYRACUSE NY 13210

TESTED AREA BASEMENT
PROPERTY IDENTIFIER 1AABP105

EPA Laboratory RRP ID = 1605000

EXPOSURE START DATE/TIME	4/10/2000	18:30	
END	4/13/2000	17:30	EXPOSURE HOURS = 71.0
ANALYSIS	4/14/2000	12: 9	DECAY HOURS = 18.6

CONTAINER ANALYZED FOR: RVN
CONTAINER NUMBER: AN024
WEIGHT GAIN = 3.6 grams

RADON CONCENTRATION (WEIGHTED AVG) IN pCi/l = 0.1

TCS INDUSTRIES RECOMMENDATIONS for below 4pCi/l

No action is recommended.

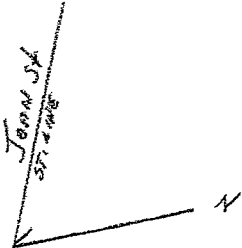
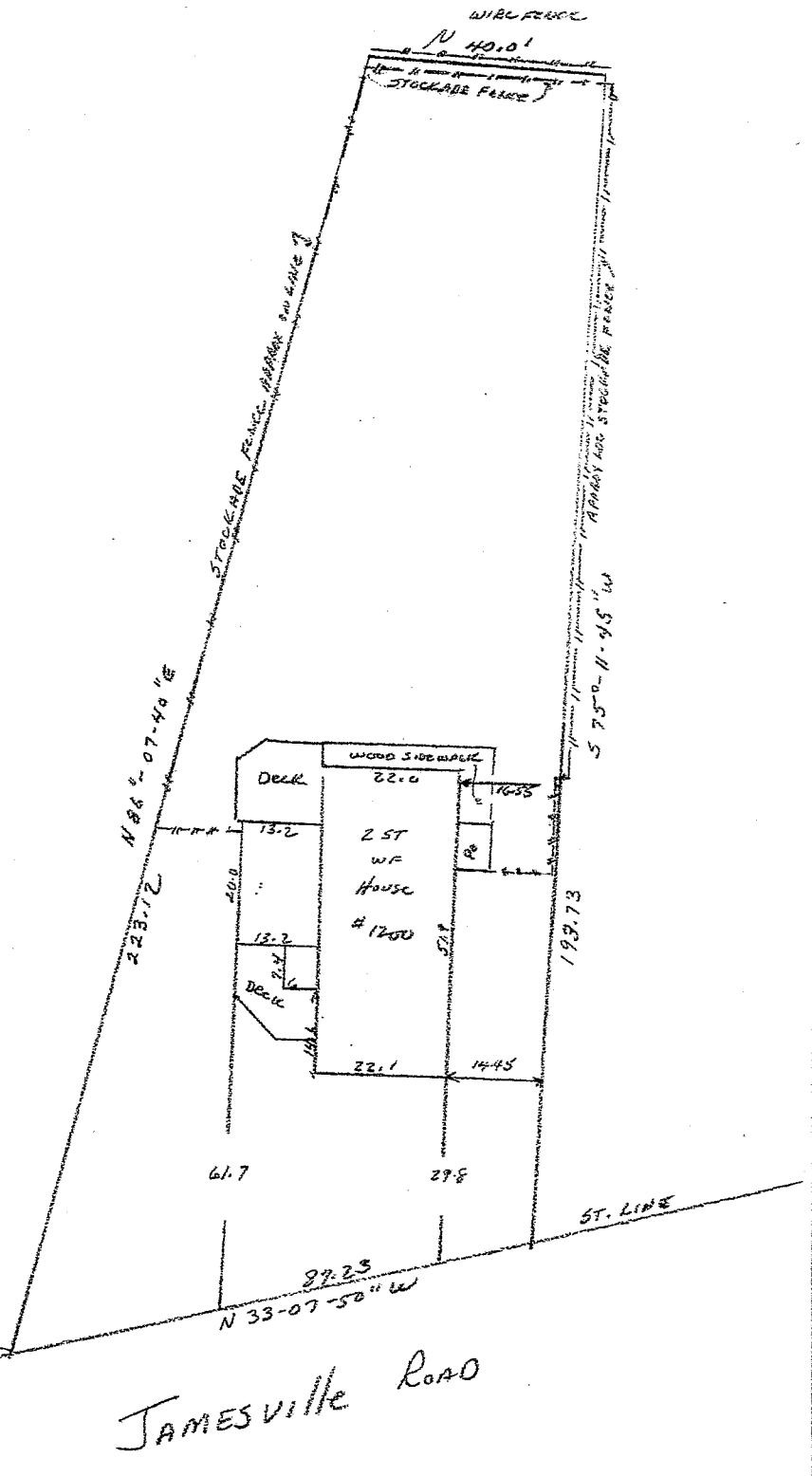
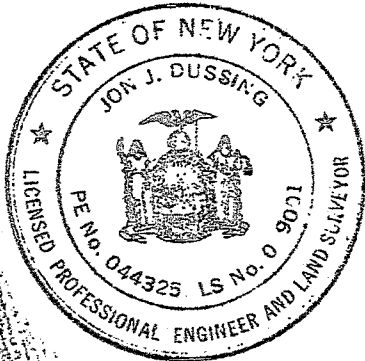
TCS RECOMMENDS RETESTING IF YOU WEATHERSTRIP YOUR HOME OR OTHERWISE
REDUCE VENTILATION. RETESTING SHOULD BE CONSIDERED AFTER BASEMENT
EXCAVATIONS OR ADDITIONS BUILT ON SLAB

POLICY AND LIMITATIONS OF LIABILITY

TCS holds all data and information confidential. We will not release it to other parties without written permission, except where required by law. Data may be used in reports without disclosure of customers name or address. TCS Industries does not accept responsibility for financial or health consequences of actions taken by the customer or his agents as a result of this analysis or sampling, or for any and all loss, charge, cost, claim, demand, fee, expense, or damage of any nature arising out of, conducted with, resulting from or sustained as a result of any radon sampling requested. TCS makes no warranty of any kind, expressed or implied for the consequences of erroneous test results.

RECHECKED & RECERTIFIED

Jon J. Dussing 3/4/60



CERTIFIED TO PROPERTY CORNERS NOT SET THIS SURVEY UNLESS SHOWN. OFFSETS FROM PROPERTY LINES MEASURED TO FOUNDATION WALLS UNLESS OTHERWISE INDICATED. THE UNDERSIGNED HEREBY CERTIFIES THAT THIS IS A CORRECT MAP MADE FROM AN ACTUAL SURVEY. <i>Jon J. Dussing</i> N.Y.S. LICENSED LAND SURVEYOR No. 49901	LOCATION SURVEY FOR 1200 JAMESVILLE ROAD LOT 24 TRACT PINE LEAF SUBDIVISION WEST CITY/TOWN SYRACUSE COUNTY ONONDAGA STATE N.Y.	
	LICENSED LAND SURVEYOR JON J. DUSSING SR. SYRACUSE, NEW YORK 315-492-6441	DATE 9-3-80 SCALE 1/4" = 30 FT FILE NO. 80-128

Gas Usage - 1800 Jamesville Ave

Read Date & Days	Read Type	Read Therms	Utility Charges	Supplier Charges	Late Payment Charges	Total Charges
3/7/10 26 days	Actual	139	\$146.83	\$0.00	\$0.00	\$146.83
2/17/10 32 days	Actual	231	\$223.88	\$0.00	\$0.00	\$223.88
1/16/10 33 days	Actual	197	\$188.86	\$0.00	\$0.00	\$188.86
12/14/09 31 days	Actual	115	\$122.72	\$0.00	\$0.00	\$122.72
11/13/09 29 days	Actual	67	\$88.29	\$0.00	\$0.00	\$88.29
10/15/09 30 days	Actual	34	\$51.11	\$0.00	\$0.00	\$51.11
9/15/09 29 days	Actual	18	\$32.86	\$0.00	\$0.00	\$32.86
8/17/09 31 days	Actual	20	\$33.35	\$0.00	\$0.00	\$33.35
7/17/09 31 days	Actual	18	\$33.38	\$0.00	\$0.00	\$33.38
6/16/09 32 days	Actual	20	\$34.47	\$0.00	\$0.00	\$34.47
5/15/09 28 days	Actual	33	\$8.25	\$0.00	\$0.00	\$8.25
4/17/09 32 days	Actual	93	\$14.32	\$0.00	\$0.00	\$14.32
3/16/09 31 days	Actual	153	\$184.47	\$0.00	\$0.00	\$184.47
2/13/09 25 days	Actual	138	\$170.55	\$0.00	\$0.00	\$170.55
1/19/09 27 days	Actual	199	\$250.20	\$0.00	\$0.00	\$250.20
12/13/08 31 days	Actual	135	\$174.93	\$0.00	\$0.00	\$174.93
11/12/08 30 days	Actual	71	\$101.06	\$0.00	\$0.00	\$101.06
10/13/08 28 days	Actual	23	\$44.67	\$0.00	\$0.00	\$44.67
9/15/08 33 days	Actual	22	\$45.99	\$0.00	\$0.00	\$45.99
8/13/08 29 days	Actual	15	\$40.38	\$0.00	\$0.00	\$40.38
7/15/08 29 days	Actual	18	\$46.80	\$0.00	\$0.00	\$46.80
6/16/08 35 days	Actual	31	\$65.12	\$0.00	\$0.00	\$65.12
5/12/08 27 days	Actual	19	\$44.80	\$0.00	\$0.00	\$44.80
4/15/08 32 days	Actual	129	\$171.79	\$0.00	\$0.00	\$171.79

Note: New boiler installed in March 2010.
 These records predate installation (except for part of the 3/17/10 bill)

Electrical Usage - 1200 Jamesville Ave

Read Date & Days	Read Type	Total kWh	Utility Charges	Supplier Charges	Tax & Payment Charges	Total Charges
3/17/10 28 days	Actual	677	\$123.43	\$0.00	\$0.00	\$123.43
2/17/10 32 days	Actual	811	\$144.23	\$0.00	\$0.00	\$144.23
1/16/10 33 days	Actual	732	\$132.71	\$0.00	\$0.00	\$132.71
12/14/09 31 days	Actual	531	\$99.61	\$0.00	\$0.00	\$99.61
11/13/09 29 days	Actual	433	\$83.46	\$0.00	\$0.00	\$83.46
10/15/09 30 days	Actual	624	\$109.62	\$0.00	\$0.00	\$109.62
9/15/09 29 days	Actual	657	\$116.59	\$0.00	\$0.00	\$116.59
8/17/09 31 days	Actual	777	\$132.55	\$0.00	\$0.00	\$132.55
7/17/09 31 days	Actual	609	\$109.81	\$0.00	\$0.00	\$109.81
6/16/09 32 days	Actual	325	\$60.76	\$0.00	\$0.00	\$60.76
5/15/09 28 days	Actual	347	\$66.15	\$0.00	\$0.00	\$66.15
4/17/09 32 days	Actual	453	\$79.05	\$0.00	\$0.00	\$79.05
3/16/09 21/30/09	Actual	495	\$89.01	\$0.00	\$0.00	\$89.01
2/6/09 1/19/09	Actual	381	\$75.44	\$0.00	\$0.00	\$75.44
1/13/08 37 days	Actual	337	\$71.12	\$0.00	\$0.00	\$71.12
11/12/08 31 days	Actual	434	\$80.98	\$0.00	\$0.00	\$80.98
10/13/08 28 days	Actual	434	\$79.27	\$0.00	\$0.00	\$79.27
9/15/08 33 days	Actual	554	\$95.56	\$0.00	\$0.00	\$95.56
8/13/08 30 days	Actual	784	\$135.31	\$0.00	\$0.00	\$135.31
7/14/08 28 days	Actual	462	\$93.03	\$0.00	\$0.00	\$93.03
6/10/08 35 days	Actual	498	\$89.59	\$0.00	\$0.00	\$89.59
5/12/08 27 days	Actual	301	\$95.12	\$0.00	\$0.00	\$95.12
4/15/08 32 days	Actual	309	\$65.80	\$0.00	\$0.00	\$65.80
3/17/08 32 days	Actual	246	\$55.07	\$0.00	\$0.00	\$55.07

What I Love about Living at 1200 Jamesville Avenue

Overall, I have very much enjoyed living at 1200 Jamesville Avenue. I am moving now only because my husband and I are merging two households into one and we wish to start in a new space for both of us.

When I was house hunting in 2000, I was initially turned off by the “big brown box” exterior of 1200 Jamesville Avenue. When I stepped inside, however, I fell in love with the open layout and the amazing amount of natural light the house receives. Even during the gray Syracuse winters, I rarely need to turn on lights during the day, and my plants thrive. Even my parents who live in sunny Texas have repeatedly mentioned envy at the amount of natural light in my house.

The open layout is great for entertaining. When I got married, we hosted an informal brunch for roughly fifty out-of-town guests: we had lots of space for everyone, and people moved comfortably from room to room. I have also enjoyed the bright and airy kitchen. It’s a cheerful space, and there’s sufficient room that my husband and I can prepare meals together without getting in each other’s way.

I have also found the house location to be extremely convenient. It’s a five-minute drive (or a 25-minute walk) to Syracuse University’s main campus, where I work. I love being so close to work, especially on those days when I realize I forgot something important at home. It’s also conveniently located to the hospitals, downtown, and shopping, with a two-minute drive to Interstates 81 and 481. Despite the proximity to these major thoroughfares, I have found the location and the neighborhood to be very peaceful. Although Jamesville Avenue as a road is important enough to warrant timely snowplowing in the winter, traffic restrictions limit the flow of trucks along it. I rarely notice traffic from inside my house or from the backyard and deck.

In summary, the quiet location and the bright open layout have made 1200 Jamesville Avenue a wonderful place for me to call home.



New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001



Customer Service: (518) 474-4429
Fax: (518) 473-6648
Web site: www.dos.state.ny.us

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers and sellers of property to advise the potential buyers and sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales associates.

Throughout the transaction you may receive more than one disclosure form. The law requires each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interest. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this

by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between

DOS 1736 (Rev. 1/08)

This form was prepared by Pei Lin Huang using the INSTANET FORMS internet contract management service.



both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation.

agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation.

DUAL AGENT WITH DESIGNATED SALES AGENTS

If the buyer and the seller provide their informed consent in writing, the principals or the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales

This form was provided to me by Pei Lin Team (print name of licensee) of KW Signature (print name of company, firm or brokerage),

a licensed real estate broker acting in the interest of the

- Seller as a (check relationship below)
 - Seller's agent
 - Broker's agent
- Buyer as a (check relationship below)
 - Buyer's agent
 - Broker's agent
- Dual agent
- Dual agent with designated sales agents

If dual agent with designated sales agents is checked:

_____ is appointed to represent the buyer; and
_____ is appointed to represent the seller in this transaction.

(I)(We) _____

acknowledge receipt of a copy of this disclosure form:

Signature of [] Buyer(s) and/or Seller(s):

Susan Beth Older _____

Date: _____ Date: _____



ESCROW

All parties acknowledge that it may take up to seven (7) business days for the Ernest money funds to clear the bank. In the event the contract is cancelled the funds will be disbursed as soon as they are available from our HSBC Escrow account. In accordance with Section 778 of the General Business Law of the State of New York, we are required to advise you that should Keller Williams Syracuse be the escrow agent in the attached Contract to Purchase or Lease, the down payment will be deposited in the escrow agent's bank account maintained at HSBC during the term of the escrow.

FRANCHISE DISCLOSURE ADDENDUM

Broker and owner Nastri Real Estate LLC is an independent franchise of the Keller Williams Realty System. Each office is independently owned and operated.

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

This is to notify you that Keller Williams Syracuse has an affiliation with Homestead Financial Services, Inc. who provides us with financial benefits.

EQUAL OPPORTUNITY POLICY STATEMENT

Nastri Real Estate LLC dba Keller Williams Syracuse is a member of the Multiple Listing Service, which covers the Greater Syracuse area and some surrounding counties. Our agents can show you any homes you wish to see, regardless of location.

It is the policy of Keller Williams Syracuse to comply with local, New York State, and Federal fair housing laws. These laws require that the type of service provided to a home seeker shall not be influenced by the home seeker's race, color, religion, sex, handicap, familial status, or national origin – or such other classes as may be determined by law to be protected classes (collectively referred to as "protected classes"). Our agents are not authorized to discuss with any customer or client the composition of any neighborhood or area based upon protected classes listed. Neighborhood information may usually be secured from local schools, police departments, government offices, or from residents of the area. Further, our agents are not permitted to select houses or other property for prospective buyers on the basis of the neighborhood composition of protected classes.

If at any time in your relationship with this form, you believe that you may not have received equal service because of your protected class, we strongly encourage you to notify either the manager of the branch office through which you are seeking assistance, or the Principal Broker of this company. We do not expect there will be any problems, but we would like the opportunity to correct any problems that you feel may exist.

COMMISSION PAYMENT AUTHORIZATION

New York State Real Property Law considers the real estate commission due at the time of the meeting of the minds, which would be at the time a Purchase Offer or Lease is accepted. However, most real estate companies, including Keller Williams Syracuse, defer the actual collection of this earned commission until the closing of the sale or lease execution. In consideration of this deferred commission collection we request your authorization for collection of the commission at the closing or lease execution from the proceeds or a certified check.

To: Attorney, Closing Agent or Lender's Attorney:

I (we) hereby authorize and request that the real estate commission for the sale/lease/exchange of the above property, or any portion thereof outstanding, be disbursed from the proceeds of the sale/lease/exchange at the time of closing or lease execution as billed to Keller Williams Syracuse, which will indicate direct payment to the applicable real estate companies involved. In the event the proceeds are insufficient, the balance shall be paid by a certified check drawn on or official check issued by any bank, credit union (provided such check is drawn on a New York State bank) or savings and loan association having a banking office in the State of New York.

CERTIFICATION

I have read and understood the information in the "Franchise Disclosure Addendum" and the "Equal Opportunity Policy Statement".

SELLER NAME(S)	BUYER NAME(S)
<i>Kusman Beth Older</i>	
SIGNATURE OF PROSPECTIVE SELLER	SIGNATURE OF PROSPECTIVE BUYER
SIGNATURE OF PROSPECTIVE SELLER	SIGNATURE OF PROSPECTIVE BUYER

I certify that I have provided the Prospective Buyer(s)/Seller(s) named above with a copy of the "Franchise Addendum" and "Equal Opportunity Policy Statement".

Signature of Sales Associate: *Pei Lin Huang*

Broker/Manager: *Jan Nastri* Phone: 701-6900

Company Name: Nastri Real Estate LLC dba Keller Williams Syracuse

Date of Signatures: / /