

## Property Condition Disclosure Statement

Name of seller or sellers: Horace B Shaw III and Barbara H Shaw

Property address: 246 Kensington Place, 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? 24 years 6 months
- How long have you occupied the property? 24 years (including our daughter living there 2007-08)
- What is the age of the structure or structures? built 1926  
**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) *service from city water supply*
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? 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.)? asphalt  
 Any known material defects? no  
 How old is the roof? installed April 2004  
 Is there a transferable warrantee on the roof in effect now? Yes No  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 No  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  No  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? 100 amp  
 Does it have circuit breakers or fuses? Circuit breakers  
 Private or public poles? Public  
 Any known material defects? Yes  No  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  No  UNKN  NA (if yes, state locations and explain below)  
*Some standing water may occur in lower backyard in spring with melting snow*
31. Does the basement have seepage that results in standing water? Yes  No  UNKN  NA (if yes, explain below) *and rain*  
*Dampness in basement generally controlled by drains and root gutters.*

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 type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 33. Security system?            | Yes <input type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 34. Carbon monoxide detector?   | Yes <input type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 35. Smoke detector?             | Yes <input type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 36. Fire sprinkler system?      | Yes <input type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 37. Sump pump?                  | Yes <input type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 38. Foundation/slab?            | Yes <input type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 39. Interior walls/ceilings?    | Yes <input type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 40. Exterior walls or siding?   | Yes <input type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 41. Floors?                     | Yes <input type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 42. Chimney/fireplace or stove? | Yes <input type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 43. Patio/deck?                 | Yes <input type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 44. Driveway?                   | Yes <input type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 45. Air conditioner?            | Yes <input type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 46. Heating system?             | Yes <input type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 47. Hot water heater?           | Yes <input type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |

48. The property is located in the following school district Syracuse 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.

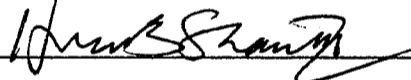
23. Evidence of mice in winter; sometimes heard above ceiling of den. Occasionally have had a bat get into house - once every couple of summers.

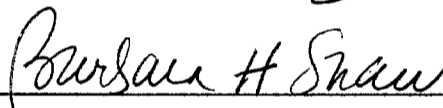
Inspection in March 2009 by A-1 Nuisance Animal Removal found no evidence of bat colony or infestation. His opinion is that a bat might occasionally find a way into the house but he found no obvious entry points.

42. Chimney: back wall of firebox has loose bricks; was not rebuilt in 2001 when chimney was repaired and furnace liner installed. Chimney service said OK to use with small fire such as DuraFlame.

**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  date 4/13/2009

Seller  date 4-13-09

**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 \_\_\_\_\_

ADDITIONAL LISTING INFORMATION

FOR PROPERTY LOCATED AT:

246 Kensington Pl

As owner of the property referenced above, I give permission for videos to be taken of the exterior and interior of my property. I also give permission for these images to be used for marketing purposes on the internet.

I also state that there is  or will be at time of closing  a working carbon monoxide detector located within my property.

To the best of my knowledge children residing at my property attend the following schools:

District: Syracuse

Elementary: Ed Smith

Middle: Levy

High School: Nottingham

Signed Howard B. Shantz Barbara H. Snow

**CONTINGENCY ADDENDUM AND DISCLOSURE OF  
INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED  
PAINT HAZARDS FOR TARGET HOUSING SALES**

**Lead Warning Statement**

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

**Property Address:**

246 Kensington Pl  
 Street Address \_\_\_\_\_ Unit \_\_\_\_\_  
 Syracuse Ny 13210  
 City State Zip

**Seller's Disclosure**

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

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

(b) Records and reports available to the purchaser (Check (i) or (ii) below):

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

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

**Purchaser's Acknowledgment (Initial)**

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.  
 (d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*  
 (e) \_\_\_\_\_ Purchaser has [check (i) or (ii) below]:  
 (i)  If this line is checked and by signatures of purchasers and sellers below, purchasers will receive a 10 day opportunity, beginning at 12:01 a.m. on the date of the execution of the purchase and sale agreement by all parties, to conduct a risk assessment or inspection, at purchasers expense, for the presence of lead-based paint and/or lead-based paint hazards. If lead based paint hazards are found by a qualified inspector and written notice to terminate the contract is not given by the purchasers to the sellers by 11:59 p.m. of the 10th day of the inspection period, then this contract is binding and enforceable.  
 (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)**

(e) *ph* Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d 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.

_____	_____	<i>X</i> <i>Mark Frank</i>	_____
Buyer	Date	Seller	Date
_____	_____	<i>X</i> <i>Bourdain Swan</i>	_____
Buyer	Date	Seller	Date
_____	_____	<i>Pei Lin Huang</i>	_____
Agent	Date	Agent	Date

This form has been prepared for the sole use of the Central New York Information Service, Inc. and its members. The Central New York Information Service, Inc., its members and employees, assume no responsibility if this form fails to protect the interests of any party. Each party should secure its own legal, tax, financial or other advice. Rev. 01/01

This contract was prepared by PEI LIN HUANG using the INSTANET FORMS internet contract management service. *Instant FORMS*



Site Radon Inpection Report

Date : March 08, 2006

Ms. Barbara Shaw  
246 Kensington Pl.  
Syracuse, NY 13210-3308

Client: Ms. Barbara Shaw

Test Location 246 Kensington Pl.  
Syracuse, NY 13210-3308

Individual Canister Results

Canister ID# :	1822989	Test Start :	02/20/2006 @ 20:30
Canister Type :	PASS-DIF-3	Test Stop :	02/25/2006 @ 11:15
Radon Level :	2.2 pCi/L	Location :	Basement

The reported results indicate that radon levels in your home are below the United States Environmental Protection Agency (EPA) action level of 4.0 picoCuries per liter of air (pCi/L). Since radon levels can vary significantly from season to season it is advisable to conduct at least one short-term test during the winter heating season, if you have not done so already. The EPA recommends retesting if your living patterns change and you begin occupying a lower level of your home, such as a basement.

General radon information may be obtained by consulting the EPA booklet: A Citizen's Guide to Radon (EPA Document #402-K92-001, 2nd Ed., May 1992). To request a copy or for further information, please contact your state health department. The EPA maintains a radon information website, including copies of its publications, at [www.epa.gov/iaq/radon](http://www.epa.gov/iaq/radon).

All procedures used for generating this report are in complete accordance with the current EPA protocols for the analysis of radon in air.

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**PLEDGE OF ASSURED QUALITY**

RTCA and its personnel do not assume responsibility or liability, collectively and individually, for analysis results when detectors have been improperly handled or placed by the consumer, nor does RTCA and its personnel accept responsibility for any financial or health consequences of subsequent action or lack of action, taken by the customer or it's consultants based on RTCA-provided results.



(914)345-3380  
FAX (914)345-8546

Radon Measurement Specialist

2 Hayes Street, Elmsford, NY 10523  
[www.rtca.com](http://www.rtca.com)

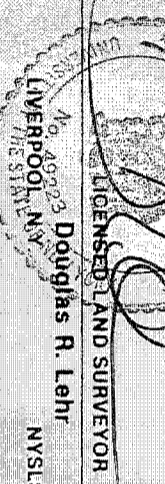
Laboratory Director

NRSB ARL0001  
NYS ELAP ID: 10806  
PADEP ID: 0346  
NJDEP ID: NY933  
NJ MEB 90036  
NJ MES 11089  
FL DOH RB1609

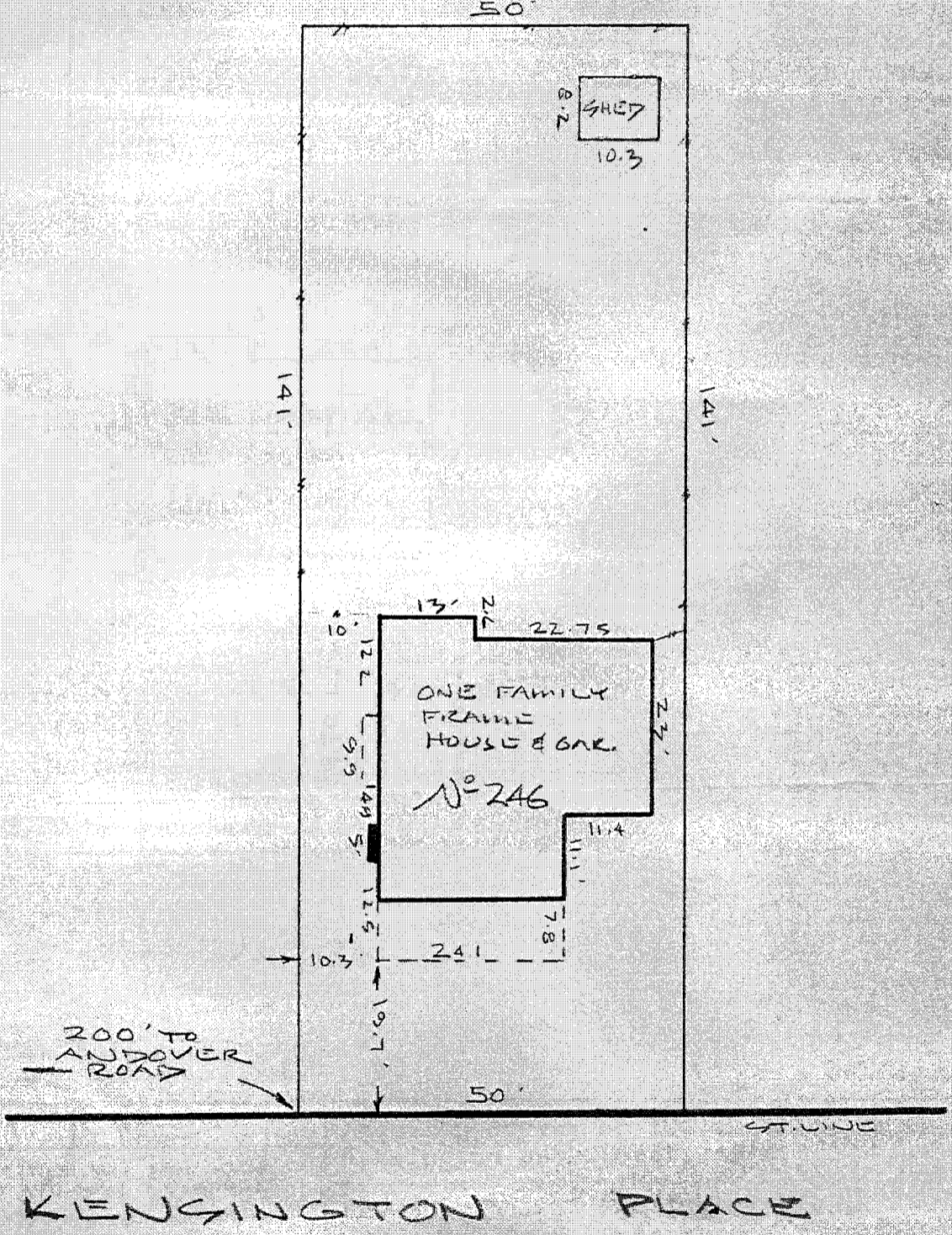


Chase-Lincoln First Bank, N.A., its  
 successors and/or assigns, &  
 Commonwealth Fidelity Insurance Company, -  
 Insurers

HEREBY CERTIFY THAT THIS MAP WAS MADE  
 FROM AN ACCURATE SURVEY AND SAME IS CORRECT.



Douglas R. Lehr  
 LICENSED LAND SURVEYOR  
 NYSLS 48223



Location survey on Lot #40,  
 of the Kensington Park Tract, Amended.  
 Known as No. 246 Kensington Place  
 City of Syracuse, County of Onondaga, N.Y.

DRAWN BY: DRL	SCALE: 1"=20'	DATE: Sept. 1984
REVISIONS:		DRAWING 89

NEW YORK STATE DISCLOSURE FORM FOR BUYERS AND SELLERS  
THIS IS NOT A CONTRACT

New York state law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or 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 interests. 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 interests. 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 interests 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 AGENT

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 the 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 the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to

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 bin Huang + Team (print name of licensee) of Keller Williams Syc (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 [X] Seller(s):

X Ann Shau  
X Barbara H Shaw

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**ESCROW**

All parties acknowledge that it may take up to seven (7) business days for the Earnest 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.

**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".

<u>Horace B Skaw III / Barbara H Skaw</u>	_____
SELLER NAME(S)	BUYER NAME(S)
<u>[Signature]</u>	_____
SIGNATURE OF PROSPECTIVE SELLER	SIGNATURE OF PROSPECTIVE BUYER
<u>[Signature]</u>	_____
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: [Signature]  
Broker/Manager: [Signature] Phone: (315) 701-6900

Company Name: Nastri Real Estate LLC dba Keller Williams Syracuse

Date of Signatures:     /    /

Updated Improvement List for 246 Kensington Pl.

- Interior painting--
    - first floor den, and second floor middle bedroom; April, 2009
    - (master bedroom; May, 2007)
  - New carpet, second floor middle bedroom; April, 2009
  - New roof; blown-in insulation over first floor den; repaired cracked rafter in attic crawl space; April, 2009
  - New furnace and new location for existing hot water heater; March, 2009
    - Registration materials for furnace's lifetime warranty, 10-year parts with furnace manual
  - Replaced damaged sewer stack in basement; March, 2009
  - Replaced sink and toilet in second floor bathroom; March, 2009
  - Replaced garbage disposal, March, 2009
  - Exterior painted; April, 2008
  - Sidewalk at bottom of drive replaced and front steps repaired, summer, 2007
  - New clothes dryer; four or five years ago
  - Gutters added; October, 2002
  - Water heater replaced (12-year "Power Miser"); March, 2002
  - Chimney-- repointed, repaired chimney top (tiles), and furnace liner installed, November, 2001
  - Kitchen and half-bath completely renovated, including stove and microwave but not refrigerator; winter, 1998
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### Why we love 246 Kensington Place...

There are so many things we loved about living on Kensington Place. We never had to get on I-81 or I-690 to get to work—we walked or biked to the university and hospitals. We could walk our children to school at Ed Smith and to the playground at Barry Park. A nightly routine when our family was young was an after-dinner walk around the pond area at the bottom of Kensington Place. When we got a dog the walks increased and we met the dog-lovers in the surrounding neighborhood. In the winter it's free cross country skiing. On Sundays in the warmer weather Meadowbrook Drive is blocked off for biking, jogging, skating, etc. I will miss spring walks when the lilacs are blooming. Our children participated in East Side soccer and Sherman Park baseball. They learned to swim at the Thornden Park pool and our son and daughter-in-law were married at the rose garden there. Easy walks up Westminster Ave or up to the water towers behind Ed Smith produce great views including nighttime celestial events. There's close shopping at P&C, Nottingham plaza and the Westcott area. Petit Branch Library and the post office at the university are within easy use. For the golfers Drumlins club is minutes away and for the bird-watchers St. Mary's cemetery is a great spot. It's far enough from the university to have minimal student influence and close enough to walk to free university events and to the Dome for sports and concerts. City services are good, especially sanitation. This is a quiet established neighborhood with great neighbors of all ages, from our centenarian next door to the toddler taking his first walk up and down the block that we recently met.