

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 Rei Kim Huang (print name of licensee) of Keller Williams Syracuse (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):

Thomas John

Barbara A. Johnson

Date: 3/28/08

Date: 3/28/08

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

Property Condition Disclosure Statement

Name of seller or sellers: Barbara A. + Thomas S. Johnson
Property address: 6762 River Birchfield Rd. Jamesville, NY

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? since 2003
- How long have you occupied the property? 2003 to 8/07
- What is the age of the structure or structures? 4 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)
- 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)
- 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)
- 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)
- 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.

Property: 6762 River Birchfield Rd.

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? 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 shingles
Any known material defects? No
How old is the roof? 4 yrs
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? 200
Does it have circuit breakers or fuses? circuit breakers
Private or public poles? underground service feed
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)
- 31. Does the basement have seepage that results in standing water? Yes No UNKN NA (if yes, explain below)

Property: 6462 River Birchfield Rd.

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

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

48. The property is located in the following school district JAMESVILLE/DEWITT

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.

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: Barbara A. Johnson date 3/28/08

Seller: Thomas J. Johnson date 3/28/08

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:

6462 River Birchfield

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: JAMESVILLE DEWITT

Elementary: TECUMSEH

Middle: JD Middle School

High School: JD High School

Barbara A. Johnson



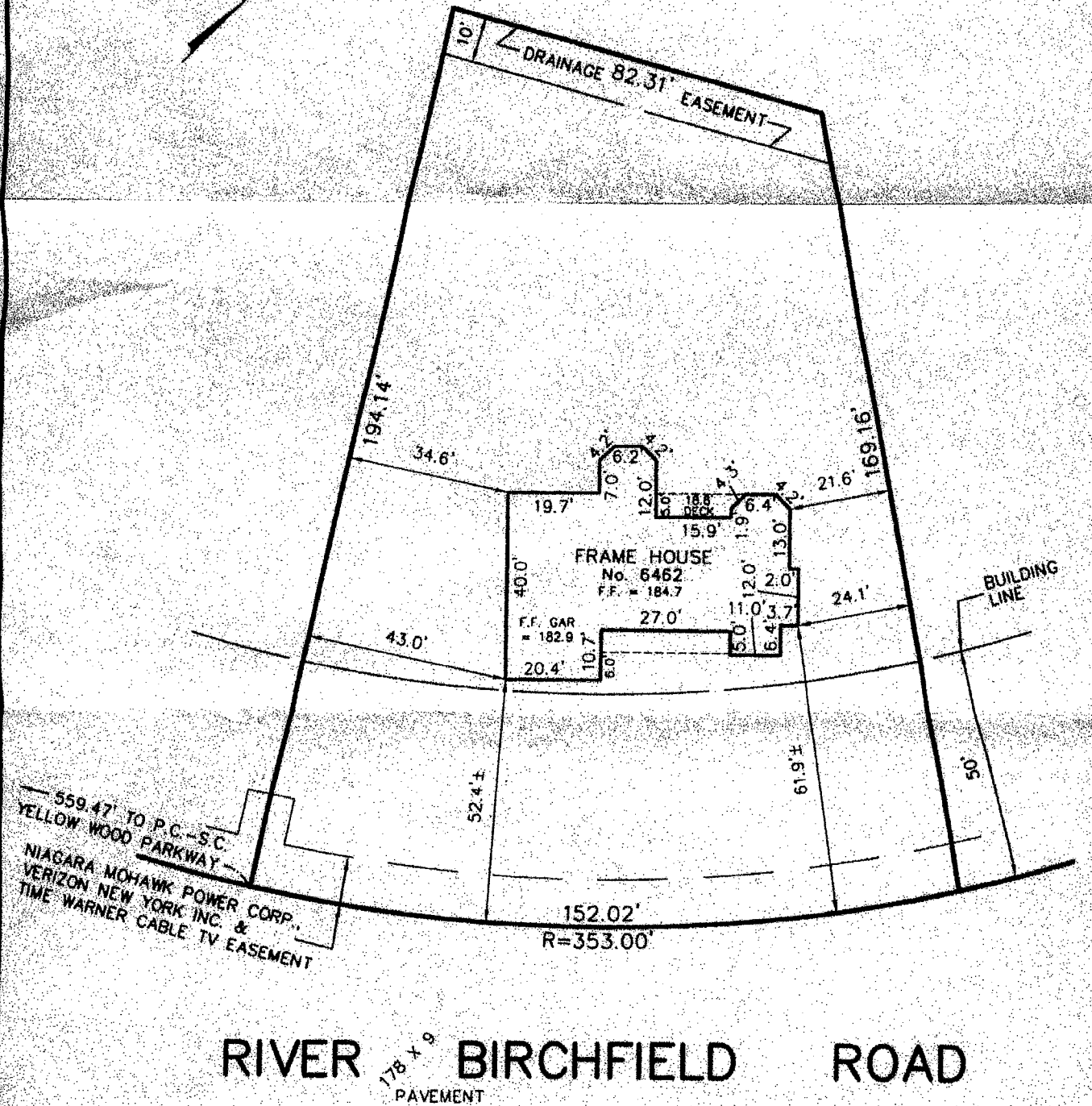
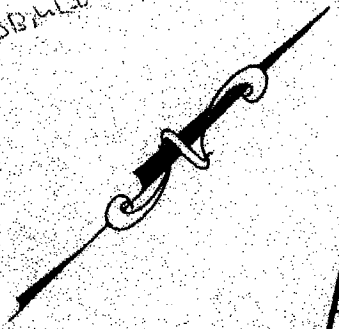
Barbara A. Johnson
Signed



Why we love living at 6462 River Birchfield Rd.

We have absolutely loved living in our downsize dream home in Boulder Heights. The neighborhood is friendly and safe. We appreciated the house so much because it has all the advantages of a ranch, and yet, there was plenty of room to entertain our many out of town guests in the additional rooms on the second floor. We found it pleasantly unique to have a variety of ways to use the space in this house. I used the out of the way room over the garage for sewing. I love the windows that span the back of the house allowing light to pour into every room. We enjoyed the easy access to the patio area through the great room because it often called us outside to enjoy the patio and privacy landscaping in the summer and fall. During the winter months we enjoyed having a crackling fire.

DBM Linc 02/04



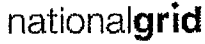
178 X 9 INDICATES ELEVATIONS TAKEN THIS DATE, 9-25-03

gh1611.dwg
Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law.

RECERTIFIED: NOVEMBER 3, 2003

TRACT MAP

LOT NO. 101



View Your Account: Electric Usage

Name: THOMAS S JOHNSON

Account Number: [VIEW ANOTHER ACCOUNT](#)

Service Address: 6462 RIVER BIRCHFIELD RD *LOT 161 JAMESVILLE NY 13078

Details		Electric Usage		Gas Usage		Payments	
Read Date & Days	Read Type	Total kWh	Utility Charges	Supplier Charges	Late Payment Charges	Total Charges	
09/14/2007 28 days	Actual	195	\$41.35	\$0.00	\$0.00	\$41.35	Table View
08/16/2007 28 days	Actual	382	\$66.67	\$0.00	\$0.00	\$66.67	Chart View
07/19/2007 32 days	Actual	431	\$72.83	\$0.00	\$0.00	\$72.83	Download Detailed Usage
06/17/2007 33 days	Actual	561	\$91.72	\$0.00	\$0.00	\$91.72	
05/15/2007 29 days	Actual	444	\$75.91	\$0.00	\$0.00	\$75.91	
04/16/2007 32 days	Actual	527	\$83.47	\$0.00	\$0.00	\$83.47	
03/15/2007 29 days	Actual	677	\$107.36	\$0.00	\$0.00	\$107.36	
02/14/2007 28 days	Actual	619	\$99.02	\$0.00	\$0.00	\$99.02	
01/17/2007 33 days	Actual	747	\$107.34	\$0.00	\$0.00	\$107.34	
12/15/2006 30 days	Actual	811	\$115.36	\$0.00	\$0.00	\$115.36	
11/15/2006 30 days	Actual	521	\$80.01	\$0.00	\$0.00	\$80.01	
10/18/2006 32 days	Actual	440	\$70.14	\$0.00	\$0.00	\$70.14	
09/14/2006 30 days	Actual	414	\$67.88	\$0.00	\$0.00	\$67.88	
08/15/2006 29 days	Actual	790	\$115.74	\$0.00	\$0.00	\$115.74	
07/17/2006 31 days	Actual	642	\$90.24	\$0.00	\$0.00	\$90.24	
06/16/2006 31 days	Actual	498	\$77.62	\$0.00	\$0.00	\$77.62	
05/16/2006 29 days	Actual	630	\$91.77	\$0.00	\$0.00	\$91.77	
04/17/2006 31 days	Actual	635	\$97.37	\$0.00	\$0.00	\$97.37	
03/17/2006 31 days	Actual	629	\$95.48	\$0.00	\$0.00	\$95.48	
02/14/2006 28 days	Actual	687	\$110.86	\$0.00	\$0.00	\$110.86	
01/17/2006 33 days	Actual	952	\$129.38	\$0.00	\$0.00	\$129.38	
12/15/2005 31 days	Actual	925	\$118.02	\$0.00	\$0.00	\$118.02	
11/14/2005 31 days	Actual	779	\$100.10	\$0.00	\$0.00	\$100.10	
10/14/2005 29 days	Actual	660	\$87.89	\$0.00	\$0.00	\$87.89	

Account Links

Account Information

- > View Your Account
- > View Multiple Accounts
- > Update Contact Info
- > Update Service Orders

Payment Services

- > Budget Plan
- > DirectPay
- > Online Bill-Pay
- > Find Payment Locations

Moving?

- > Start Service
- > Stop Service

Other Online Services

- > Meter Read
- > Street Lighting
- > Report Energy Theft
- > New Choices



View Your Account: Gas Usage

Name: THOMAS S JOHNSON

Account Number: ~~4622905~~ [VIEW ANOTHER ACCOUNT](#)

Service Address: 6462 RIVER BIRCHFIELD RD *LOT 161 JAMESVILLE NY 13078

Details		Electric Usage		Gas Usage		Payments
Read Date & Days	Read Type	Total Therms	Utility Charges	Supplier Charges	Late Payment Charges	Total Charges
09/14/2007 29 days	Actual	4	\$17.95	\$0.00	\$0.00	\$17.95
09/16/2007 29 days	Actual	3	\$17.15	\$0.00	\$0.00	\$17.15
07/18/2007 31 days	Actual	6	\$21.26	\$0.00	\$0.00	\$21.26
06/17/2007 33 days	Actual	25	\$46.50	\$0.00	\$0.00	\$46.50
05/15/2007 29 days	Actual	66	\$98.12	\$0.00	\$0.00	\$98.12
04/16/2007 32 days	Actual	197	\$233.44	\$0.00	\$0.00	\$233.44
03/15/2007 29 days	Actual	239	\$288.89	\$0.00	\$0.00	\$288.89
02/14/2007 28 days	Actual	270	\$284.07	\$0.00	\$0.00	\$284.07
01/17/2007 33 days	Actual	191	\$219.17	\$0.00	\$0.00	\$219.17
12/15/2006 30 days	Actual	147	\$185.10	\$0.00	\$0.00	\$185.10
11/15/2006 30 days	Actual	104	\$130.33	\$0.00	\$0.00	\$130.33
10/16/2006 32 days	Actual	36	\$56.25	\$0.00	\$0.00	\$56.25
09/14/2006 30 days	Actual	15	\$31.62	\$0.00	\$0.00	\$31.62
08/15/2006 29 days	Actual	16	\$34.79	\$0.00	\$0.00	\$34.79
07/17/2006 31 days	Actual	21	\$38.94	\$0.00	\$0.00	\$38.94
06/16/2006 31 days	Actual	38	\$62.82	\$0.00	\$0.00	\$62.82
05/16/2006 29 days	Actual	61	\$93.71	\$0.00	\$0.00	\$93.71
04/17/2006 31 days	Actual	149	\$184.41	\$0.00	\$0.00	\$184.41
03/17/2006 31 days	Actual	204	\$240.10	\$0.00	\$0.00	\$240.10
02/14/2006 28 days	Actual	176	\$230.45	\$0.00	\$0.00	\$230.45
01/17/2006 33 days	Actual	220	\$299.08	\$0.00	\$0.00	\$299.08
12/15/2005 31 days	Actual	185	\$273.17	\$0.00	\$0.00	\$273.17
11/14/2005 31 days	Actual	87	\$149.66	\$0.00	\$0.00	\$149.66
10/14/2005 29 days	Actual	20	\$47.79	\$0.00	\$0.00	\$47.79

Account Links

Account Information

- > View Your Account
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- > Update Contact Info
- > Update Service Orders

Payment Services

- > Budget Plan
- > DirectPay
- > Online Bill-Pay
- > Find Payment Locations

Moving?

- > Start Service
- > Stop Service

Other Online Services

- > Meter Read
- > Street Lighting
- > Report Energy Theft
- > New Choices



QUALITY HOME INSPECTION RADON MITIGATION SERVICE

415-6088

POST MITIGATION
RADON TESTING RESULTS

For the property located at:

6462 RIVER BIRCHFIELD RD.
JAMESVILLE, NY

Date Monitor installed _____ October 23, 2006 _____
Time Monitor installed _____ 10:00 AM _____
Location of Monitor _____ Basement _____
Monitor Number _____ 2114087 _____

Date Monitor Read _____ October 26, 2006 _____
Time Monitor Read _____ 7:00 PM _____
Total Hours Air Tested _____ 90 _____

Average Reading Obtained _____ 0.6 _____ pCi/L (The average Radon Level Monitored over the duration of the test)

Current Reading Obtained _____ 0.3 _____ pCi/L (The average Radon Level Monitored in past 12 hours)

THE EPA "ACTION" RADON LEVEL IS 4.0 pCi/L or HIGHER.

This report represents the concentration of Radon that was present in the air at the time of testing. You may want to take additional measurements for Radon during different times of the year as the Radon levels may vary with the seasons. The EPA recommends the house tested for radon every two years or after significant changes to the structure have occurred to assure proper mitigation system performance. Please refer to disclaimer at end of page two.

If the result of your Radon Measurement is "WITHIN EPA GUIDELINES" (in other words under the 4.0 pCi/L action level), you may want to take additional measurements for radon during different times of the year as radon levels may vary with the seasons.

If the results of your Radon measurements are "ABOVE EPA GUIDELINES FOR ACTION" (at or above the 4.0 pCi/L action level), it is recommended that you take either a long-term test or a second short-term test. If you have well water, consider testing your water source. If you need results quickly, a repeat of this short-term test will suffice. The higher your initial short-term test result, the more certain you can be that you should take a short-term test rather than a long-term test. The

Thomas S. Johnson
Barbara A. Johnson



ESCROW

The 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 78 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 Natri Real Estate LLC is an independent franchise of the Keller Williams Realty System. Each office is independently owned and operated.

EQUAL OPPORTUNITY POLICY STATEMENT

Natri 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 neighborhood composition of protected classes.

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.

As 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) _____
SIGNATURE OF PROSPECTIVE SELLER [Signature] SIGNATURE OF PROSPECTIVE BUYER _____
SIGNATURE OF PROSPECTIVE SELLER [Signature] 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: _____ Phone: _____

Company Name: Natri Real Estate LLC dba Keller Williams Syracuse

Date of Signatures: 9/25/07