

Property: 1630 Key Blvd., Arlington, Arlington County, VA 22207

Seller(s): Kevin Finnerty

DISCLOSURE OF BROKERAGE RELATIONSHIP

THIS IS NOT A CONTRACT; IT DOES NOT CREATE AN OBLIGATION

In connection with this transaction, whether purchase, sale, lease or option,
the client of the Broker/Firm is: (check one)

- Seller
- Buyer
- Lessor (Landlord)
- Lessee (Tenant)
- Optionor
- Optionee

The duties of real estate licensees in Virginia are set forth in Section 54.1-2130 et seq. of the Code of Virginia and in the regulations of the Virginia Real Estate Board. You should be aware that in addition to the information contained in this disclosure pertaining to brokerage relationships, there may be other information relative to the transaction which may be obtained from other sources. Each party should carefully read all documents to assure that the terms accurately express his or her understanding and intent. Licensees can counsel on real estate matters, but if legal or tax advice is desired, you should consult an attorney or a financial professional.

3/2/10 _____
Date Name



Date Name

Date Name

Date Name

GOLDWELL BANKER RESIDENTIAL BROKERAGE
Brokerage Firm

Lisa Stransky Brown
Sales Associate

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NVAR 1207 10/00

CBRB NVR1207AA (07/06)

Property: 1630 Key Blvd., Arlington, Arlington County, VA 22207

Seller(s): Kevin Finnerty

IF APPLICABLE, SELECT AND COMPLETE ONE OF THESE DISCLOSURES:

DISCLOSURE OF THE USE OF DESIGNATED REPRESENTATIVES

The undersigned hereby acknowledge disclosure that COLDWELL BANKER RESIDENTIAL BROKERAGE represents more than one party in this real estate transaction as indicated: (check one)
(Name of Broker/Firm)
 Seller(s) and Buyer(s) OR Landlord(s) and Tenant(s)

The undersigned understand that the dual representative named above may not disclose to either client or such client's designated representative any information that has been given to the dual representative by the other client within the confidence and trust of the brokerage relationship except for that information which is otherwise required or permitted by the Code of Virginia to be disclosed. The undersigned by signing this notice do hereby acknowledge their informed consent to the disclosed dual representation by the licensee (Broker/Firm).

The principal or supervising broker has assigned Lisa Stransky Brown
(Name of Sales Associate)

to act as Designated Representative for the one party indicated: (check one)
 Seller(s) Buyer(s) Landlord(s) Tenant(s)

and _____ to act as Designated Representative for the other party indicated: (check one)
(Name of Sales Associate)
 Seller(s) Buyer(s) Landlord(s) Tenant(s)

Date	Name (Seller/Landlord)	Date	Name (Buyer/Tenant)
<u>3/2/10</u>	<u>[Signature]</u>		

-OR-

DISCLOSURE OF DUAL REPRESENTATION

The undersigned hereby acknowledge disclosure that COLDWELL BANKER RESIDENTIAL BROKERAGE and _____ represent more than one party in this real estate transaction as indicated:
(Name of Broker/Firm)
(Name of Sales Associate)
 Seller(s) and Buyer(s) OR Landlord(s) and Tenant(s)

The undersigned understand that the dual representative named above may not disclose to either client or such client's designated representative any information that has been given to the dual representative by the other client within the confidence and trust of the brokerage relationship except for that information which is otherwise required or permitted by the Code of Virginia to be disclosed. The undersigned by signing this notice do hereby acknowledge their informed consent to the disclosed dual representation by the licensee (Broker/Firm).

Date	Name (Seller/Landlord)	Date	Name (Buyer/Tenant)

The Code of Virginia (Article 3 (§ 54.1-2130 et seq.) of Chapter 21 of Title 54.1) requires real estate licensees to disclose all material adverse facts pertaining to the physical condition of the property which are actually known by the licensee, and in a residential transaction to disclose to a seller the buyer's intent to occupy the property as a principal residence. Other confidential information is permitted to be disclosed only with the written permission of the client adversely affected.

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Property: 1530 Kay Blvd., Arlington, Arlington County, VA 22207

Seller(s): Kevin Finnerly

This form is a modified version of NVAR - K1336. NVAR has not approved the changes.

6. CONVEYANCES. The Property includes the following existing personal property and fixtures: any built-in heating and central air conditioning equipment, plumbing and lighting fixtures, storm windows, storm doors, screens, installed wall-to-wall carpeting, exhaust fans, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to in writing, all surface or wall mounted electronic components/devices DO NOT convey. If more than one of an item convey, the number of items is noted.

The items marked YES below are currently installed or offered:

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input type="checkbox"/>	<input type="checkbox"/>		Alarm System	<input type="checkbox"/>	<input type="checkbox"/>		Freezer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Storage Shed #
<input type="checkbox"/>	<input type="checkbox"/>		Attic Fan	<input type="checkbox"/>	<input type="checkbox"/>		Furnace Humidifier	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Stove or Range
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Built-in Microwave	<input type="checkbox"/>	<input type="checkbox"/>		Garage Door Opener	<input type="checkbox"/>	<input type="checkbox"/>		Sump Pump
<input type="checkbox"/>	<input type="checkbox"/>		Ceiling Fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	w/ remote	<input type="checkbox"/>	<input type="checkbox"/>		Trash Compactor
<input type="checkbox"/>	<input type="checkbox"/>		Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>		Gas Log	<input type="checkbox"/>	<input type="checkbox"/>		Wall Oven
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>		Hot Tub, Equip & Cover	<input type="checkbox"/>	<input type="checkbox"/>		Wastewater Ejector Pump
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>		Intercom	<input type="checkbox"/>	<input type="checkbox"/>		Water Treat System
<input type="checkbox"/>	<input type="checkbox"/>		Cooktop	<input type="checkbox"/>	<input type="checkbox"/>		Playground Equip	<input type="checkbox"/>	<input type="checkbox"/>		Window A/C Unit
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>		Pool, Equip & Cover	<input type="checkbox"/>	<input type="checkbox"/>		Window Fan
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Disposer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Refrigerator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Window Treatments
<input type="checkbox"/>	<input type="checkbox"/>		Electric Air Filter	<input type="checkbox"/>	<input type="checkbox"/>		w/ ice maker	<input type="checkbox"/>	<input type="checkbox"/>		Wood Stove
<input type="checkbox"/>	<input type="checkbox"/>		Fireplace Screen/Door	<input type="checkbox"/>	<input type="checkbox"/>		Satellite Dish				

OTHER

AS IS ITEMS

Seller does not warrant the condition or working order of the following items and/or systems:

- ice maker as is

LEASED ITEMS, SYSTEMS AND/OR SERVICE CONTRACTS

Any leased items, systems or service contracts (including, but not limited to, termite or pest control, home warranty, fuel tanks, water treatment systems, lawn contracts, security system monitoring, and satellite contracts) DO NOT CONVEY absent an express written agreement by Purchaser and Seller. The following is a list of the leased items within the Property:

COLDWELL BANKER HOME PROTECTION PLAN: (Improved residential property only)

Seller agrees to provide to buyer a one-year Coldwell Banker Home Protection Plan and pay for the protection plan at settlement. Cost of warranty will only be paid by seller if and when the home is sold, and then at settlement.

Sellers Initials KEF

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Property: 1530 Key Blvd., Arlington, Arlington County, VA 22207

Seller(s): Kevin Finnerty

Buyer(s): _____
 Seller(s): Kevin Finnerty
 Property: 1530 Key Blvd. #907 Arlington VA 22207

LEAD-BASED PAINT HAZARD NOTICE AND AGREEMENT

LEAD-BASED PAINT HAZARDS. (Title X, Section 10106, the Residential Lead-Based Paint Hazard Reduction Act of 1992) (the Act), required the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A seller of pre-1978 housing is required to disclose to the buyer(s), based upon the seller's actual knowledge, all known lead-based paint hazards in the Property and provide the buyer(s) with any available reports in the seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. The seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by the buyer(s), the seller is required to provide the buyer(s) with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form.

The seller is required under the Act to provide the buyer(s) with a ten (10) day time period (or other mutually agreeable time period) for the buyer(s), at buyer(s) expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the buyer(s) waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement.

The Act is effective September 8, 1996, for a seller who owns more than four (4) dwelling units, whether single-family or multi-family, and December 8, 1996, for a seller who owns four (4) or fewer dwelling units.

A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.

SELLER REPRESENTS AND WARRANTS TO BUYER, BROKER(S), BROKER(S)' AGENTS AND SUBAGENTS, INTENDING THAT THEY RELY UPON SUCH WARRANTY AND REPRESENTATION, THAT THE PROPERTY (Seller to initial applicable line):

* KEF was constructed prior to January 1, 1978;
 or
 was constructed after January 1, 1978;
 or
 uncertain as to age of the property

SELLER ACKNOWLEDGES RECEIPT OF BROCHURE "EPA & HUD REAL ESTATE NOTIFICATION AND DISCLOSURE RULE, QUESTIONS AND ANSWERS."

If the Property was constructed prior to January 1, 1978 or if the date of construction is unknown, as indicated by Seller's initial above, Seller and Buyer mutually agree that the requirements of the Act shall apply to the sale of the Property. Seller and Buyer acknowledge that the real estate brokers and salespersons involved in the sale of the Property have no duty to ascertain or verify the date of construction and assume no such duty or responsibility.

Seller and Buyer agree and represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless all of the requirements of the ACT were fully satisfied and complied with prior to the execution of this Contract by Seller and Buyer. Seller and Buyer represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act be fully complied with as an express condition of the formation of a binding and enforceable contract by and between the parties.

Buyer and Seller acknowledge by their signatures below that they have read and understand the provisions of this agreement.

Buyer _____ Date _____

Seller KEF 3/2/10
Date

Buyer _____ Date _____

Seller _____ Date _____

CBRB XDR000NL (07/29/03)

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Property: 1630 Key Blvd., Arlington, Arlington County, VA 22207

Seller(s): Kevin Finnerty



SALE: DISCLOSURE AND ACKNOWLEDGMENT OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

For the sale of the Property at: 1530 Key Blvd. #907 Arlington VA 22207

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 paints 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.

Seller's Disclosure (Initials)

* JK (a) Presence of lead-based paint and/or lead-based paint hazard (check one below):
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

* JK (b) Records and Reports available to the seller (check one below):
 Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
 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):

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Initials)

_____/_____ (c) Purchaser has received and had an opportunity to review copies of all information listed above.
 _____/_____ (d) Purchaser has received the pamphlet "Protect Your Family From Lead in Your Home".
 _____/_____ (e) Purchaser has (check one below):
 Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Seller's Associate's Acknowledgments (Initials)

JK/_____ (f) Listing and Selling Sales Associates are aware of their duty to ensure compliance with 42 U.S.C. 4852d. These Associates have informed the Seller of the Seller's obligations under this law as evidenced by Seller and Purchaser having completed this form.

Certification of Accuracy
 The undersigned have reviewed the information above and certify that to the best of their knowledge the information they have provided is true and accurate.

SELLER
 Date: 3/2/10 Signature: [Signature] (REAL)
 _____ (REAL)

PURCHASER:
 Date: _____ Signature: _____ (REAL)
 _____ (REAL)

Selling Associate
 Date: 3/2/2010 Signature: [Signature] (REAL)
 _____ (REAL)

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Property: 1530 Key Blvd., Arlington, Arlington County, VA 22207

Seller(s): Kevin Finnerty



RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO SELLER AND PURCHASER

The Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes the following representations as to the real property. Certain transfers of residential property are excluded from this requirement (see § 55-518).

Property Address/Legal Description: 1530 Key Blvd. #907
Arlington VA 22207

The undersigned owner(s) of the real property described above makes no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary including obtaining a certified home inspection, as defined in § 54.1-500, in accordance with the terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement on the parcel of residential real property.

The undersigned owner(s) makes no representations with respect to any matters that may pertain to parcels adjacent to the subject parcel, and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary with respect to adjacent parcels in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement on the parcel of residential real property.

The undersigned owner(s) makes no representations to any matters that pertain to whether the provisions of any historic district ordinance affect the property, and the purchaser(s) is advised to exercise whatever due diligence the purchaser deems necessary with respect to any historic district designated by the locality pursuant to § 15.2-2306, including review of any local ordinance creating such district or any official map adopted by the locality depicting historic districts, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement on the parcel of residential real property.

The undersigned owner(s) makes no representations with respect to whether the property contains any resource protection areas established in an ordinance implementing the Chesapeake Bay Preservation Act (§ 10.1-2100 et seq.) adopted by the locality where the property is located pursuant to § 10.1-2109, and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary to determine whether the provisions of any such ordinance affect the property, including review of any official map adopted by the locality depicting resource protection areas, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement on the parcel of residential real property.

The undersigned owner(s) makes no representations with respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-307 et seq.) of Title 19.2, and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary with respect to such information, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to that contract.

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Property: 1630 Key Blvd., Arlington, Arlington County, VA 22207

Seller(s): Kevin Timmerly

The undersigned owner(s) makes no representations with respect to whether the property is within a dam break inundation zone and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary with respect to whether the property resides within a dam break inundation zone, including a review of any map adopted by the locality depicting dam break inundation zones.

The undersigned owner(s) makes no representations with respect to the presence of any stormwater detention facilities located on the property and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary to determine the presence of any stormwater detention facilities on the property. In accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to that contract.

The undersigned owner(s) represents that there are no pending enforcement actions pursuant to the Uniform Statewide Building Code (§ 36-97 et seq.) that affect the safe, decent, and sanitary living conditions of the real property described above of which the owner has been notified in writing by the locality, nor any pending violation of the local zoning ordinance which the violator has not abated or remedied under the zoning ordinance, within a time period set out in the written notice of violation from the locality or established by a court of competent jurisdiction, except as disclosed on this statement.

Additional Written Disclosure Requirements

Section 55-518.B. contains other disclosure requirements for transfers involving the first sale of a dwelling because the first sale of a dwelling is exempt from the disclosure requirements listed above. The builder of a new dwelling shall disclose in writing to the purchaser thereof all known material defects which would constitute a violation of any applicable building code.

In addition, for property that is located wholly or partially in any locality comprising Planning District 15, the builder or owner, if the builder is not the owner of the property, shall disclose in writing whether the builder or owner has any knowledge of (i) whether mining operations have previously been conducted on the property or (ii) the presence of abandoned mines, shafts, or pits, if any.

The disclosures required by this subsection shall be made by a builder or owner (i) when selling a completed dwelling, before acceptance of the purchase contract or (ii) when selling a dwelling before or during its construction, after issuance of a certificate of occupancy. Such disclosure shall not abrogate any warranty or any other contractual obligations the builder or owner may have to the purchaser. The disclosure required by this subsection may be made on this disclosure form. If no defects are known by the builder to exist, no written disclosure is required by this subsection.

Section 55-519.1 contains a disclosure requirement for properties located in any locality in which there is a military air installation.

Section 32.1-164.1:1 contains a disclosure requirement regarding the validity of septic system operating permits.

See also the Virginia Condominium Act (§ 55-79.39 et seq.), the Virginia Cooperative Act (§ 55-424 et seq.) and the Virginia Property Owners' Association Act (§ 55-508 et seq.).

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Property: 1530 Key Blvd., Arlington, Arlington County, VA 22207

Seller(s): Karmi Himmely

The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under the Virginia Residential Property Disclosure Act.

	3/2/10		
Owner	Date	Owner	Date

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under the Virginia Residential Property Disclosure Act.

Purchaser	Date	Purchaser	Date