



SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM

1 SELLER: Qianfan Ma & Peng Yang

2 PROPERTY: 11207 W 116th Terrace, Overland Park, KS 66210

3 1. SELLER'S INSTRUCTIONS
4 SELLER agrees to disclose to BUYER all material defects, conditions and facts OF WHICH SELLER IS AWARE
5 which may materially affect the value of the Property. This disclosure statement is designed to assist SELLER in
6 making these disclosures Licensee(s), prospective buyers and buyers will rely on this information.

7 2. NOTICE TO BUYER
8 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a substitute
9 for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a
10 warranty or representation by the BROKER(S) or their licensees.

11 3. OCCUPANCY
12 Approximate age of Property? 14 YEARS How long have you owned? 2 YEARS
13 Does SELLER currently occupy the Property? Yes [X] No []
14 If not, how long has it been since SELLER occupied the Property? years.

- 15 4. LAND (SOILS, DRAINAGE AND BOUNDARIES. (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND
16 DISCLOSURE ALSO.)
17 (a) Fill or expansive soil on the Property? Yes [] No [X]
18 (b) Sliding, settling, earth movement, upheaval or earth stability problems on the Property? Yes [] No [X]
19 (c) Is the Property or any portion thereof located in a flood zone, wetlands area or
20 proposed to be located in such as designated by FEMA which requires flood insurance? Yes [] No [X]
21 (d) Drainage or flood problems on the Property or adjacent properties? Yes [] No [X]
22 (e) Do you pay flood insurance premiums? Yes [] No [X]
23 (f) If so, is it required? Yes [] No [] NA
24 (g) Are the boundaries of the Property marked in any way? Yes [] No []
25 (h) Has Property had a stake survey? If yes, attach copy Yes [] No [X]
26 (i) Encroachments, boundary line disputes, or non-utility easements affecting the Property Yes [] No [X]
27 (j) Fencing on the Property? Yes [X] No []
28 (k) If yes, does fencing belong to the Property Yes [X] No []
29 (l) Diseased, dead, or damaged trees or shrubs on the Property Yes [] No [X]
30 (m) Gas/oil wells, lines or storage facilities on Property or adjacent property Yes [] No [X]

31 If any of the answers in this section are "Yes", explain in detail:

- 32 5. ROOF:
33 (a) Approximate Age: 14 years [] Unknown Type: WOOD
34 (b) Have there been any problems with the roof, flashing or rain gutters? Yes [] No [X]
35 If so, what is the date of the occurrence
36 (c) Have there been any repairs to the roof, flashing or rain gutters? Yes [] No [X]
37 Date of and company performing such repairs /
38 (d) Has there been any roof replacement? Yes [] No [X]
39 If yes, was it: (Check one, if applicable) [] Complete or [] Partial
40 (e) Has the old roof been removed? Yes [] No [X]
41 (f) What is the number of layers currently in place: layers, or [X] Unknown.

42 If any of the answers in this section are "Yes", explain in detail below: (All available warranties and other
43 documentation are attached)

- 44 6. INFESTATION
45 (a) Any termites, wood destroying insects, or other pests on the Property? Yes [] No [X]
46 (b) Any damage to the property by termites, wood destroying insects or other pests? Yes [] No [X]
47 (c) Any termite, wood destroying insects or other pest control treatments on the Property
48 in the last five years? Yes [] No [X]
49 (If yes, list company, when and where treated)
50 (d) Any warranty, bait stations or other treatment coverage by a licensed pest control company
51 on the Property? Yes [] No [X]
52 If yes, the annual cost of service renewal is \$ and the time remaining on the service
53 contract is (Check One) [] The treatment system stays with the Property, or
54 [] the treatment system is subject to removal by the treatment company if annual service fee is not paid.

55 If any of the answers in this section are "Yes", explain in detail (attach any receipts):

60 **7. STRUCTURAL, BASEMENT AND CRAWL SPACE ITEMS**

- 61 (a) Movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? Yes No
- 62 (b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? Yes No
- 64 (c) Any piling to support the Property structure? Yes No
- 65 (d) Any water leakage or dampness in the house, crawl space or basement? Yes No
- 66 (e) Any dry rot, wood rot or similar conditions on the wood of the Property? Yes No
- 67 (f) Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes No
- 68 (g) Any problems with fireplace and/or chimney? Yes No
- 69 Date of last cleaning? _____
- 70 (h) Does the Property have a sump pump? Yes No
- 71 (i) Any repairs or other attempts to control the cause or effect of any problem described above? Yes No

74 If any of the answers in this section are "Yes", explain in detail. When describing repairs or control efforts, describe the location, extent, date, and name of the person who did the repair or control effort and attach, if available, any inspection reports, estimates or receipts: DECLARED AS "ON SOUTH PLAYROOM WALL, PRESENT WHEN WE PURCHASED THE HOUSE" BY THE PREVIOUS OWNER NEVER FOUND ANYTHING WRONG BY US. NEVER

78 **8. ADDITIONS AND/OR REMODELING:**

- 79 (a) Are you aware of any additions, structural changes, or other material alterations to the Property? Yes No
- 80 (b) If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? Yes No
- 81 If "No", explain: _____

84 **9. PLUMBING RELATED ITEMS:**

- 85 (a) What is the drinking water source? Public Private Well Cistern
- 86 If well water, state type _____ depth _____ diameter _____ age _____
- 87 (b) If the drinking water source is a well, when was the water last checked for safety and what was the result of the test? _____
- 88 (c) Is there a water softener on the Property? (If so, is it: Leased or Owned?) Yes No
- 89 (d) Is there a water purifier system? (If so, is it: Leased or Owned?) Yes No
- 90 (e) What type of sewage system serves the Property? Public Sewer, or Private Sewer, or Septic System, or Cesspool, or Lagoon, or Other _____
- 91 (f) If there is a septic system, is there a sewage pump on the septic system? Yes No *N/A*
- 92 (g) Is there a grinder pump system? Yes No
- 93 (h) If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? _____ By whom? _____
- 94 (i) Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? Yes No
- 95 (j) Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? Yes No

100 If your answer to any of the questions in this section is "Yes", explain in detail and provide available documentation:

- 101 (k) Type of plumbing material currently used in the Property: Copper Galvanized Other _____
- 102 The location of the main water shut-off is BASEMENT
- 103 (l) The location of the sewer line clean out trap is: _____

105 **10. HEATING AND AIR CONDITIONING:**

- 106 (a) Does the Property have air conditioning? Yes No
- 107 Central Electric Central Gas Heat Pump Window Unit(s)

Unit	Age of Unit	Leased	Owned	Location	Last Date Serviced/By Whom?
1	14		✓	BASEMENT	06/2005 AB MAY

- 111 (b) Does the Property have heating systems? Yes No
- 112 Electric Fuel Oil Natural Gas Heat Pump Propane Fuel Tank Other _____

Unit	Age of Unit	Leased	Owned	Location	Last Date Serviced/By Whom?
1	14		✓	BASEMENT	10/2005 AB MAY

- 116 (c) Are there rooms without heat or air conditioning? Yes No
- 117 If yes, which room(s)? _____

- 118 (d) Does the Property have a water heater? Yes No
- 119 Electric Gas Solar

Unit	Age of Unit	Leased	Owned	Location	Last Date Serviced/By Whom?
1	14		✓	BASEMENT	N/A

- 122 (e) Are you aware of any problems regarding these items? Yes No
- 123 If your answer to any of the questions in this section is "Yes", explain in detail: _____

125 **11. ELECTRICAL SYSTEM:**

- 126 (a) Type of material used: Copper Aluminum Unknown

- 127 (b) Type of electrical panel(s): Breaker Fuse
 128 Location of electrical panel(s): BASEMENT
 129 (c) Are you aware of any problem with the electrical system? Yes No
 130 If "Yes", explain in detail: _____
 131

132 **12. HAZARDOUS CONDITIONS:**

- 133 (a) Underground tanks on the Property? Yes No
 134 (b) Landfill on the Property? Yes No
 135 (c) Toxic substances on the Property, (e.g. tires, batteries, etc)? Yes No
 136 (d) Has the Property been tested for any of the above listed items? Yes No
 137 (e) Radon in the property? Yes No
 138 (f) Have you had the property tested for radon? Yes No
 139 (g) Have you had the property tested for mold? Yes No
 140 (h) Are you aware of any other environmental issues? Yes No
 141 (i) Are you aware of any methamphetamine or controlled substances ever being used or
 142 manufactured on the Property? Yes No

143 (In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have
 144 been present on or in the Property)

145 If your answer to any of the questions in this section is "Yes", explain in detail or attach test results: RADON TEST WAS
 146 DONE BEFORE WE PURCHASED THE HOUSE IN 2004. RESULT IS 1.7 pCi/L, LOWER THAN EPA

147 **13. NEIGHBORHOOD INFORMATION AND HOMEOWNERS ASSOCIATIONS:**

- 148 (a) Are you aware of any pending bonds or assessments, special taxes that apply to Property? Yes No
 149 (b) Are you aware or have you received any notice of any condition or proposed change in your
 150 neighborhood or surrounding area? Yes No
 151 (c) Is the Property subject to covenants, conditions, and restrictions of a homeowner's association
 152 or subdivision restrictions? Yes No
 153 (d) Are you aware of any violations of such covenants and restrictions? Yes No
 154 (e) Are you aware of any defect, damage, proposed change or problem with any common
 155 elements or common areas? Yes No
 156 (f) Are you aware of any condition or claim which may result in any change to assessments
 157 or fees? Yes No
 158 (g) Are streets privately owned? Yes No
 159 (h) Is the property in a historic, conservation or special review district that requires any alterations
 160 or improvements to the property be approved by a board or commission? Yes No

161 If the answer to any of the above questions is "Yes", except (c), explain in detail, including amounts, if applicable: _____
 162 _____
 163

164 We pay Homes Association dues which are paid in full until 12/2006 in the amount of \$ 275.00
 165 payable yearly monthly quarterly, sent to COBBLESTONE PARK and such
 166 includes: TRASH PICKUP

167 Homeowner's association contact name and phone number: BRANDS BROTHER MGT 899-3457
 168 APT# COB 0096

169 **14. OTHER MATTERS:**

- 170 (a) Are you aware of any of the following? Party walls Common areas Easement Driveways Yes No
 171 (b) Are you aware of any fire damage to the Property? Yes No
 172 (c) Are there any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes No
 173 (d) Are there any violations of laws or regulations affecting the Property? Yes No
 174 (e) Are you aware of any other conditions that may materially and adversely affect the value
 175 or desirability of the Property? Yes No
 176 (f) Are you aware of any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes No
 177 (g) Do you have keys for all exterior doors, including garage doors in the home? Yes No
 178 List locks without keys _____
 179 (h) Are you aware of any violation of zoning, setbacks or restrictions, or non-conforming uses? Yes No
 180 (i) Are you aware of any unrecorded interests affecting the Property? Yes No
 181 (j) Are you aware of anything that would interfere with giving clear title to the Buyer? Yes No
 182 (k) Are you aware of any existing or threatened legal action pertaining to the Property? Yes No
 183 (l) Are you aware of any litigation or settlement pertaining to this Property? Yes No
 184 (m) Have you added any insulation since you have owned the Property? Yes No
 185 (n) Have you replaced any appliances that remain with the Property in the past five years? Yes No
 186 (o) Are there any transferable warranties on the Property or any of its components? Yes No
 187 (p) Have you made any insurance or other claims pertaining to this property in the past 5 years? Yes No
 188 If yes, were repairs from claim(s) completed? Yes No NA
 189 (q) Are you aware of any use of synthetic stucco in the property? Yes No

189 If any of the answers in this section are "Yes", (except g), explain in detail: WE UPGRADED KITCHEN RANGE
 190 HOOD TO INDUSTRIAL STRENGTH STAINLESS STEEL IN 2005 THE PREVIOUS OWNER REPLACED
 191 DISH WASHER IN 12/2003

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15. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS)

O = Operating (Means the item is performing its intended function and is staying with the Property)
EX= Exclude from Mechanical Repairs and cannot be an Unacceptable Condition
NA= Not applicable
NS = Not staying

<u>NA</u> A/C Window Units, # _____	<u>NA</u> Gas logs	<u>O</u> Security system- <input checked="" type="checkbox"/> Own <input type="checkbox"/> Lease
<u>NA</u> Attic fan	<u>O</u> Gas starter for fireplace(s)	<u>O</u> Smoke detector(s)-# of <u>3</u>
<u>O</u> Ceiling fans-# of <u>4</u>	<u>NA</u> Gas yard light	<u>NA</u> Sprinklers (lawn)
<u>NA</u> Central vac & attachments	Heat FP re-circulator	<u>NA</u> Sprinkler Back flow valve
<u>NA</u> Convection Oven	<u>NA</u> Hot tub	<u>NA</u> Sprinkler Auto Timer
<u>O</u> Dishwasher	<u>O</u> Humidifier	<u>O</u> Stove vent hood
<u>O</u> Disposal	<u>NA</u> Intercom	<u>O</u> Sump pump
<u>O</u> Door Bell	<u>NS</u> Microwave oven	<u>NA</u> Swimming Pool
<u>NA</u> Downdraft cooktop (e g , Jennaire)	<u>O</u> Oven clock timer	<u>NA</u> Trash compactor
<u>NA</u> Electric air cleaner or purifier	<u>NA</u> Pool heater	<u>NA</u> TV antenna/receiver/satellite
<u>O</u> Electric garage door opener (s)	<u>NA</u> Pool/Spa equipment	<u>NA</u> dish: <input checked="" type="checkbox"/> Own <input type="checkbox"/> Lease
<u>O</u> Exhaust fan(s) (baths)	<u>NA</u> Propane Tank	<u>NA</u> Whirlpool tub
<u>NA</u> Fireplace insert	<u>O</u> Range oven (<input checked="" type="checkbox"/> elec. <input type="checkbox"/> gas)	<u>NA</u> Wood burning stove
<u>O</u> Furnace/heat pump/other heating sys.	<u>EX</u> Refrigerator	<u>NA</u> Water softener and/or purifier
<u>O</u> Garage door transmitters-# <u>2</u>	Location of Refrigerator <u>KITCHEN</u>	Other _____
<u>NA</u> Gas Grill	<u>NA</u> Sauna	Other _____
Other _____	Other _____	Other _____

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Disclose any material information and describe any significant repairs, improvements or alterations to the property not fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports, invoices, notices or other documents describing or referring to the matters revealed herein: REPLACED FURNACE BLOWER IN 10/2005 BY AB MAY. REPLACED A/C FAN MTR IN 06/2005 BY AB MAY

The undersigned Seller represents that the information set forth in the foregoing Disclosure Statement is accurate and complete. Seller does not intend this Disclosure Statement to be a warranty or guarantee of any kind. Seller hereby authorizes their agent to provide this information to prospective Buyers of the property and to real estate brokers and salespeople. Seller will promptly notify Licensee assisting the Seller, in writing, if any information in this disclosure changes prior to Closing, and Licensee assisting the Seller will promptly notify Licensee assisting the Buyer, in writing, of such changes. (Initial and date any changes and/or attach a list of additional changes. If attached, # _____ of pages).

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

Perry 03/21/2006 Gianfranco 03/21/2006
SELLER Date SELLER Date

BUYER ACKNOWLEDGEMENT AND AGREEMENT

- I understand and agree that the information in this form is limited to information of which SELLER has actual knowledge and that SELLER need only make an honest effort at fully revealing the information requested.
- This property is being sold to me without warranties or guaranties of any kind by SELLER or BROKER(S) or agents concerning the condition or value of the Property.
- I agree to verify any of the above information, and any other important information provided by SELLER or BROKER (including any information obtained through the multiple listing service) by an independent investigation of my own. I have been specifically advised to have the property examined by professional inspectors.
- I acknowledge that neither SELLER nor BROKER is an expert at detecting or repairing physical defects in the property.
- I specifically represent that there are no important representations concerning the condition or value of the property made by SELLER or BROKER on which I am relying except as may be fully set forth in writing and signed by them

BUYER _____ DATE _____ BUYER _____ DATE _____

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2006. Last revised 11/05. All previous versions of this document may no longer be valid.

Seller Disclosure 2006





AGENCY DISCLOSURE ADDENDUM (Residential)

1 SELLER/LANDLORD: Qianfan Ma & Peng Yang
2 BUYER/TENANT:
3 PROPERTY: 11207 W 116th Terrace, Overland Park, KS 66210

4 THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH MISSOURI AND KANSAS REAL ESTATE
5 LAWS AND RULES AND REGULATIONS. APPLICABLE SECTIONS BELOW MUST BE CHECKED & COMPLETED
6 FOR BOTH SELLER/LANDLORD & BUYER/TENANT.

7 Seller/Landlord and Buyer/Tenant acknowledge that the real estate licensee involved in this transaction may be acting
8 as agents of the Seller/Landlord, agents of the Buyer/Tenant, Transaction Brokers or Disclosed Dual Agents (Available
9 only in Missouri) Licensees acting as an agent of the Seller/Landlord have a duty to represent the Seller's/Landlord's
10 interest and will not be the agent of the Buyer/Tenant. Information given by the Buyer/Tenant to a Licensee acting as an
11 agent of the Seller/Landlord will be disclosed to the Seller/Landlord. Licensees acting as an agent of the Buyer/Tenant
12 have a duty to represent the Buyer's/Tenant's interest and will not be an agent of the Seller/Landlord. Information given
13 by the Seller/Landlord to a Licensee acting as an agent of the Buyer/Tenant will be disclosed to the Buyer/Tenant
14 Licensees acting in the capacity of a Transaction Broker are not agents for either party and do not advocate the
15 interests of either party Licensees acting as Disclosed Dual Agents (available in Missouri only) are acting as agents for
16 both the Seller/Landlord and the Buyer/Tenant, and when acting as a Disclosed Dual Agent, a separate Dual Agency
17 Disclosure Addendum is required. SELLER/LANDLORD AND BUYER/TENANT HEREBY ACKNOWLEDGE THAT
18 THE REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURE HAS BEEN FURNISHED TO THEM, AND THAT
19 THE BROKERAGE RELATIONSHIPS WERE DISCLOSED TO THEM OR THEIR RESPECTIVE AGENTS AND/OR
20 TRANSACTION BROKERS NO LATER THAN THE FIRST SHOWING, UPON FIRST CONTACT, OR IMMEDIATELY
21 UPON THE OCCURRENCE OF ANY CHANGE TO THAT RELATIONSHIP.

22 SELLER/LANDLORD AND BUYER/TENANT CONFIRMATION OF BROKERAGE AGENCY RELATIONSHIPS:

23 A. Listing Licensee is functioning as:
24 [X] Seller's/Landlord's Agent
25 [] Designated Seller's/Landlord's Agent (In Kansas, Supervising Broker acts as a Transaction Broker)
26 [] Disclosed Dual Agent, and Seller/Landlord agree, if applicable, to sign a Disclosed Dual Agency Agreement.
27 (Missouri Only)
28 [] Transaction Broker and Seller/Landlord agrees, if applicable, to sign a Transaction Broker Agreement. Seller/
29 Landlord is not being represented.
30 [] Seller/Landlord is not being represented

31 B. Selling Licensee is functioning as:
32 [] Buyer's/Tenant's Agent
33 [] Seller's/Landlord's Agent
34 [] Designated Buyer's/Tenant's Agent (In Kansas, Supervising Broker acts as a Transaction Broker)
35 [] Designated Seller's/Landlord's Agent in Buyer's/Tenant's Purchase of the Property (In Kansas, Supervising Broker
36 acts as a Transaction Broker)
37 [] Disclosed Dual Agent, and Buyer/Tenant agree, if applicable, to sign a Disclosed Dual Agency Agreement (MO Only)
38 [] Subagent
39 [] Transaction Broker and Buyer/Tenant agrees, if applicable, to sign a Transaction Broker Agreement Buyer/Tenant is
40 not being represented.
41 [] Buyer/Tenant is not being represented

42 PAYMENT OF COMMISSION:
43 All brokerage fees, to include but not limited to broker commissions, broker administrative commissions and other fees
44 shall be paid out of escrow at Closing as described in the terms of the respective agency agreements or other Seller/
45 Buyer agreements. Sellers/Landlords and Buyers/Tenants understand and agree that Broker may be compensated by
46 more than one party in the transaction.

47 CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES
48 PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

49 Licensees also hereby certify that they are licensed to sell real estate in the state in which the Property is located.
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55 [Signature] 03/21/2006
56 SELLER/LANDLORD DATE BUYER/TENANT DATE
57 [Signature] 03/21/2006
58 SELLER/LANDLORD DATE BUYER/TENANT DATE
59 [Signature] 3/30/06
60 LICENSEE ASSISTING SELLER/LANDLORD DATE LICENSEE ASSISTING BUYER/TENANT DATE
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Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2005 Last revised 11/05. All previous versions of this document may no longer be valid.

LEGAL DESCRIPTION/FRANCHISE ADDENDUM



SELLER: Qianfan Ma & Peng Yang

BUYER: _____

PROPERTY: 11207 W 116th Terrace, Overland Park, KS 66210

Please Print All of the Above

A. PROPERTY LEGAL DESCRIPTION:

COBBLESTONE PARK LT 41 OPC 48 41

B. FRANCHISE DISCLOSURE STATEMENT: RE/MAX REALTY SUBURBAN, INC.:

Broker is solely responsible for all its debts, liabilities, acts, errors or omissions: Broker is an independent franchisee of the RE/MAX System, however, each RE/MAX office is independently owned and operated. RE/MAX International, Inc. and RE/MAX Mid-States Region are not responsible for debts, liabilities, acts, errors, or omissions of this real estate broker.

C HOMEOWNER'S WARRANTY PLAN:

All parties acknowledge that in the event a Home Warranty Plan is purchased in connection with this transaction the price of the warranty plan includes all fees for inspection, processing, and administration and RE/MAX Realty Suburban, Inc. may participate in the distribution of these fees.

Buyer/Seller may decline this option of purchasing a Home Warranty Plan which the agent has explained. Buyer/Seller agrees to hold the real estate broker and its agent harmless in the event of subsequent mechanical failure which otherwise would have been covered under the warranty plan.

D. TERMITE INSPECTION:

Buyer acknowledges that the termite report which will be obtained from a professional termite inspection firm on the above property may contain certain exceptions, including but not limited to in accessible areas and work previously performed by other companies. Said report is not to be construed as an expressed or implied warranty or guaranty against latent, concealed or future infestation or defects. Buyer releases RE/MAX, Realty Suburban, Inc. and its agents from any liability related to termites or termite damage to the property being purchased.

E. RE/MAX REALTY SUBURBAN:

Has an affiliate relationship interest greater than 1% with Wrenn Suburban Insurance, Inc. The cost of homeowner's insurance varies widely depending upon such factors as the cost of the home, the age of the home and particular coverage desired by the homeowner. On a home with an average sale price of \$200,000, the homeowner's annual insurance premium could be in the range of \$600 to \$900 a year.

CHECK IF APPLICABLE:

F. BUYER TO PAY AGENCY MANAGEMENT FEE

Buyer and Seller acknowledge that the BUYER is paying an Agency Management Fee of \$ _____ to RE/MAX Realty Suburban, Inc. at closing.

G. REFERRAL COMPANY DISCLOSURE

The owners of RE/MAX Realty Suburban, Inc. have a financial interest in RealtyKC Associates, Inc. which may be receiving a referral commission on this transaction.

BUYER: _____ DATE: _____

BUYER: _____ DATE: _____

SELLER: X Peng Yang DATE: 03/21/2006

SELLER: X Qianfan Ma DATE: 03/21/2006

PAGE # _____

Approved by Legal Counsel 2004

RE/MAX Realty Suburban
12701 W 87th Street Parkway
Shawnee Mission, KS 66215
Office: 913.492.0200
Fax: 913.492.1739



ADDENDUM TO CONTRACT OF SALE



TRANSFeree ID#: 4112260

This attached Addendum is to be made part of the Contract of Sale dated _____, between Primacy Relocation, LLC ("Primacy Relocation") the Seller, and _____ (the "Purchaser"), concerning the real property located at 11207 W. 116 Terrace, Overland Park KS 66210, "the Property".

1 DISCLOSURE OF INSPECTION OR TEST REPORT(S)

a) Purchaser acknowledges receipt of the following written inspection or test report(s) concerning the Property:

Inspection Company	Type of Inspection	Date of Inspection
GLOBESPEC	RADON PLAN	03/20/06

b) In addition to the inspections listed above, if any, Primacy Relocation shall provide to purchaser copies of the following inspection or test report(s) as soon as they become available. Purchaser has signed Primacy Relocation, LLC Inspection Acknowledgment.

c) The results of the above referenced report(s) or test(s) including, but not limited to, the radon test(s) are provided to Purchaser for the purpose of disclosure only and should not be relied upon by Purchaser as a representation or warranty about the accuracy of results of the report(s) or test(s). It is recommended that inspection reports be ordered by the Purchaser. All inspection costs will be at purchaser's expense.

d) Purchaser acknowledges a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead based paint and/or lead based paint hazards on residential dwellings built prior to 1978.

e) Purchaser has the right and the duty to have the Property inspected by qualified professional inspectors within ten (10) calendar days of the acceptance of the agreement by both the Seller and Purchaser and to advise the Seller in writing of any defects. Primacy Relocation shall not be responsible, and is not required, to make any repairs to the Property, but reserves the right, at its sole discretion, to authorize repairs or return the Purchaser's earnest money deposit whereupon the Contract will be cancelled.

f) IF PURCHASER CHOOSES NOT TO INSPECT THE HOUSE AND CONTENTS, OR IF PURCHASER DOES NOT HAVE AN EXPERT INSPECT THE HOUSE OR CONTENTS AND DOES NOT NOTIFY THE SELLER IN WRITING OF ANY DEFECT IN THE HOUSE OR CONTENTS WITHIN TEN (10) CALENDAR DAYS OF ACCEPTANCE OF THE AGREEMENT BY BOTH SELLER AND PURCHASER, PURCHASER SHALL BE DEEMED TO HAVE ACCEPTED THE CONDITION OF THE HOUSE AND CONTENTS AS SATISFACTORY AND SELLER SHALL HAVE NO LIABILITY WITH RESPECT TO THEM.

g) Purchaser may conduct a walk-through inspection of the Property no later than two (2) business days prior to the close of sale for the sole purpose of determining that there has been no material change in the Property.

2 NO WARRANTIES ABOUT CONDITION OF PROPERTY

Seller is a third party company that has never resided in said property and is not familiar with the condition of the property and that seller's knowledge is based solely on inspections performed (if any) at the time of acquisition and disclosures received from the previous homeowner; however, seller will supply inspections performed (if any) at the time of acquisition and disclosures received from the previous homeowner. Purchaser understands that at the time of closing, the Property, including fixtures and any appliances and personal property items included in the sale, is not new. Purchaser agrees to accept it (the Property) in its present condition, "AS IS", with all flaws and faults, with no express or implied representations or warranties of condition. A waterproof basement is not inferred or guaranteed by the Seller. Purchaser agrees to use the property inspection time period to examine all aspects of the property. PURCHASER HEREBY FULLY RELEASES PRIMACY RELOCATION, LLC, ITS EMPLOYEES AND AGENTS, AS WELL AS THE PREVIOUS OWNER OF THE PROPERTY, FROM ANY AND ALL LIABILITY, CLAIMS, EXPENSES, AND DAMAGES (INCLUDING RISK OR PERSONAL INJURY), WHATSOEVER, CONCERNING THE CONDITION OF THE PROPERTY, INCLUDING FIXTURES AND ANY APPLIANCES AND PERSONAL ITEMS INCLUDED IN THE SALE.

3 MORTGAGE LOAN FINANCING

- a) According to the Contract, Primacy Relocation, as Seller, agrees to pay an amount not to exceed \$ _____ [\$0 if blank] towards points and/or non-recurring closing costs.

_____ Seller Initial _____ Buyer Initial _____ Buyer Initial

(If other than \$0, must be initialed by all parties to be enforceable.)

- b) If the Purchaser is obtaining a new FHA or VA loan and the FHA/VA loan commitment is conditioned upon the completion of any repairs to the Property, then Primacy Relocation may, at its sole discretion, cancel this Contract and Addendum.

4. TAXES

Property tax, bonds, and assessments shall be prorated based on local custom and the most recent property tax bill, bond or assessment including, but not limited to, special community improvement bonds or taxes or upon the tax assessor's latest valuation and the current tax rate as determined by the party handling the closing. For newer homes not fully assessed at the time of closing, the tax assessors estimated fully assessed valuation and the current tax rate shall be used. If no tax assessment is available, taxes will be prorated based on the sales price of the property. All proration(s) shall be deemed final with no additional adjustments after the final settlement/closing. All supplemental taxes become the responsibility of the buyer at the time of closing/close of escrow, and no adjustments will be made between the parties for any taxes after closing/close of escrow

5. INSURANCE

Insurance premiums shall not be prorated. All existing insurance policies will be canceled at the time of closing and Seller shall be relieved of all responsibility and liability for maintaining hazard, flood (if applicable), title, and private mortgage insurance. Buyer shall be responsible for obtaining any required hazard, flood (if applicable), private mortgage FHA MIP insurance, FHA mortgage insurance premium, and VA funding fee, if Buyer's lender so requires.

6. FINAL SETTLEMENT CLOSING

- a. The final settlement/closing shall occur on or before _____. Title work has been ordered through, and a title policy will be issued by, STEWART TITLE COMPANY; title work will be furnished to Primacy Relocation. Closing agent (if applicable and if different than above agent) shall be Stewart Title Of Kansas City. Closing figures must be received and approved by Primacy Relocation 24 hours prior to closing or Primacy Relocation shall have the option to delay closing and extend the contract until figures are received and approved.

Title shall be conveyed by general warranty deed.

- b. TIME IS OF THE ESSENCE. If this transaction fails to close through no fault of Primacy Relocation on or before the specified date, Primacy Relocation shall have the option of canceling the Contract and Addendum or charging the Purchaser 0.05% of the purchase price per day toward Primacy Relocation's carrying costs. The total of said sum to be credited to Primacy Relocation as of the actual day of closing. This penalty is not enforceable if the delay is caused by no fault of the Purchaser.
- c. Seller does not agree to participate in any mediation or arbitration in the event of any dispute arising from this transaction.
- d. Buyer and Seller hereby authorize the Title Company and/or Closing Attorney to furnish copies of the complete Settlement Statement containing all figures for both Buyer and Seller to each Buyer and Seller for this transaction.
- e. If Purchaser accepts delivery of the deed at closing, Purchaser will be deemed to have accepted the condition of the Property and contents, that the Property and contents were satisfactory to Purchaser at the time of closing, that Seller shall have no liability with respect to the condition or operation capabilities of the Property and contents, and that Purchaser has waived the right to dispute the condition or assert any claim related to the Property or contents at any time in the future.

7. DEFECTIVE TITLE

If the title is defective and cannot be made good within a reasonable time after written notice has been given that the title is defective, specifically pointing out the defects, the earnest money shall be returned to Purchaser. If the title is good and Purchaser shall fail to pay for Property as specified herein, Primacy Relocation shall have the right to elect to declare this Contract canceled, and upon such election, the earnest money shall be retained by Primacy Relocation as liquidated damages. The right given Primacy Relocation to make to above election shall not be Primacy Relocation's exclusive remedy, and either party shall have the right to elect to affirm this Contract and enforce its specific performance or recover full damages for its breach. Primacy Relocation's retention of such earnest money shall not be evidence of an election to declare this Contract canceled, as Primacy Relocation shall have the right to retain such earnest money to be credited against damages actually sustained. In the event of controversy regarding title, a title insurance policy issued by STEWART TITLE COMPANY shall constitute and be accepted by Purchaser as conclusive of good and marketable title.

8 CONTINGENT SALE

Purchaser acknowledges that Primacy Relocation is a contract vendor with respect to the premises pursuant to one or more contracts with the record owners and all documentation with owners must be completed prior to the close of this transaction. Purchaser will receive title by deed either from Primacy Relocation or from said record owners.

THE CONTRACT IS SUBJECT TO REVIEW AND APPROVAL BY PRIMACY RELOCATION AND/OR TO THE SUCCESSFUL ACQUISITION OF THE PROPERTY BY PRIMACY RELOCATION, LLC.

9 ESCROWS

Purchaser shall either purchase existing escrows or the escrows will be refunded to the Seller.

10 REALTOR'S COMMISSION

Realtor's commission shall be earned, due and payable at closing of title and upon Seller's receipt of proceeds.

11 RIGHT TO PAY LIENS

Primacy Relocation shall have the right to pay any claims and liens from the proceeds of sale.

12. For New Jersey Properties. The closing shall take place at the office of the Seller's attorney, as directed by Seller.

13. For Louisiana Properties. Seller and Purchaser(s) hereby acknowledge and recognize that this sale is in an "AS IS" condition, and accordingly, Purchaser(s) do hereby relieve and release Seller and all previous owners thereof from any and all claims for any vices or defects in said Property, whether obvious or latent, known or unknown, easily discoverable or hidden, and particularly for any claim or cause of action for redhibition pursuant to Louisiana Civil Code Articles 2520, et seq., or for fitness for Purchaser's ordinary use pursuant to Civil Code Article 2524, et seq. **PURCHASER(S) ACKNOWLEDGES THAT THE FOREGOING WAIVER HAS BEEN CALLED TO THEIR ATTENTION AND READ AND EXPLAINED TO THEM AND THEY ARE A MATERIAL AND INTEGRAL CONSIDERATION FOR THIS ACT OF SALE.**

14 If any of the provisions contained in this Addendum are conclusively determined, by a court of competent jurisdiction, to be invalid, illegal, or unenforceable, in any respect, the validity, legality and enforceability of the remaining provisions will not be affected or impaired in any way but shall remain in full force and effect.

15 *The provisions of the Primacy Relocation addendum shall survive the final settlement closing and delivery of the deed and shall supersede and override any conflicting causes or statements in the attached contract, other addenda, and/or escrow instructions. This addendum is controlling in the event of any inconsistency between addendum and the contract to which it is annexed*

Purchaser: _____ Date: _____

Purchaser: _____ Date: _____

Primacy Relocation, LLC

(Seller): _____ Date: _____

Listing Agent: _____ Selling Agent: _____

Company: _____ Company: _____

Address: _____ Address: _____

Telephone: (____) _____ Telephone: (____) _____

Fax: (____) _____ Fax: (____) _____

HAZARDOUS MATERIALS DISCLAIMER



TID #: 4112260

Property Address: 11207 W. 116 Terrace, Overland Park, KS 66210

Various materials used in the construction of any improvements to the property may contain materials that have been or may in the future be determined to be toxic, hazardous or undesirable and may need to be specially treated, specially handled, and/or removed from the property. Some examples include electrical transformers and other electrical components such as fire-proofing, air duct insulation, acoustical tiles, spray-on acoustical materials, linoleum, floor tiles and plaster. Because of current or previous uses or due to natural occurrences, the property or improvements may contain materials such as metals, minerals, chemicals, hydrocarbons, gases, biological or radioactive materials and other substances whether solid, liquid or gaseous, that are considered or in the future may be considered to be toxic wastes, hazardous materials or undesirable substances. Such substances may be or at one point may have been in above and below-ground containers on the property or may be naturally occurring in the soil or may be present on or in soils, water, building components or other portions of the property in areas that may not be accessible or noticeable.

Current and future federal, state and local laws and regulations may require the clean-up of such toxic, hazardous or undesirable materials at the expense of those persons, who, in the past, present or future, have had any interest in the property, including but not limited to current, past and future owners and users of the property. Sellers/lessors and buyers/tenants are advised to consult with such legal counsel to determine what provisions regarding toxic, hazardous or undesirable materials they may wish to include in purchase and sale agreements, leases, options and other legal documentation related to transactions they contemplate entering into with respect to the property.

Buyer acknowledges that they are aware that mold, mildew and/or other microscopic organisms may be present within the subject property. Buyer is aware that exposure to such mold, mildew and/or microscopic organisms may pose health risks, particularly in young children, the elderly or in individuals with immune system deficiencies, allergies, or respiratory problems. Buyer further acknowledges that under the terms of the purchase agreement that Buyer has or will have, prior to closing, the opportunity to have a qualified professional inspector of their choice inspect the subject property at their expense. For more information, you may call the EPA Indoor Air Quality Information Clearinghouse at (800) 438-4318 or visit www.epa.gov/iaq/molds and request the EPA publication *A Brief Guide to Mold, Moisture, and Your Home*.

Neither Primacy Relocation, LLC nor the real estate salespersons nor the brokers in this transaction have any expertise with respect to toxic wastes, hazardous materials or undesirable substances and cannot make any representations or warranties with regard to same, all of which are hereby expressly disclaimed. Proper inspections of the property by qualified experts are an absolute necessity to determine whether or not there are any current or potential toxic wastes, hazardous materials or undesirable substances in or on the property. Problems involving toxic

_____ BUYERS INITIALS

wastes, hazardous materials or undesirable substances can be extremely costly to correct. It is the responsibility of the buyer/tenant to retain qualified experts to deal with the detection and correction of such matters.

By: _____ Date: _____
Connie Luke/Primacy Relocation, LLC

BUYER

By: _____ Date: _____

By: _____ Date: _____

INSPECTION ACKNOWLEDGMENT



The undersigned Buyer has fully reviewed the following inspections completed by Primacy Relocation or homeowner and hereby acknowledges the receipt and review of these inspections.

TID# 4112260
 Peng Yang
 11207 W. 116 Terrace
 Overland Park, KS 66210

RADON PLAN	GLOBESPEC	03/20/06
<input checked="" type="checkbox"/>	Primacy Property Disclosure	
<input checked="" type="checkbox"/>	Hazardous Materials Disclaimer	
<input checked="" type="checkbox"/>	Lead Based Paint Disclosure (if applicable, Agent submit to Connie Luke at Primacy Relocation)	
<input checked="" type="checkbox"/>	State Disclosures/Disclaimers (previous owner's) (if applicable, Agent submit to Connie Luke at Primacy Relocation)	
<input type="checkbox"/>	Other _____	

These are the only inspections of which Primacy Relocation has knowledge and declares, to its knowledge, that no other inspections have been completed.

Buyer has received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead based paint if house was built prior to 1978. Due to Federal Regulations, by my signature I hereby acknowledge that I am in receipt of the pamphlet *Protect your Family from Lead in Your Home* and the lead based paint disclosure.

 BUYER DATE

 BUYER DATE

 Connie Luke for PRIMACY RELOCATION, LLC DATE