#### ASSIGNMENT OF RIGHT OF FIRST REFUSAL

STATE OF ALABAMA		
JEFFER SON	)	
	ABAMA  JEFFERSON	

In consideration of One Dollar (\$1.00) and other good and valuable consideration, in hand paid to J. Len Howell, Jr. and Michelle Howell (the "Assignors") by First Commercial Bank (the "Assignee"), the Assignors do hereby grant, bargain, sell, assign, and set over unto Assignee all of Assignors' rights and interests in that certain first right of refusal to purchase real property described in Paragraph 1 of Addendum A to the General Residential Sales Contract executed by J. Len Howell, Jr. and Michelle Howell in favor of William T. Harrison and Michele B. Harrison, dated June 21, 2007, and attached hereto as Exhibit "A."

IN WITNESS WHEREOF, the undersigned Assignors have hereunto set their hands and seal on this

J. Len Howell, Jr., Assignor

Michelle Howell, Assignor

20100427000128480 1/11 \$41.00 Shelby Cnty Judge of Probate, AL 04/27/2010 02:18:35 PM FILED/CERT

STATE OF ALABAMA	
	)
COUNTY OF JE FFERSON	)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Len Howell, Jr., whose name is signed to the foregoing Assignment of Right of First Refusal, and who is known to me, acknowledged before me on this day that, being informed of the contents, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 21 day of April , 2010.

NOTARY PUBLIC My Commission Expires: 4/9/2013

STATE OF ALABAMA COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michelle Howell, whose name is signed to the foregoing Assignment of Right of First Refusal, and who is known to me, acknowledged before me on this day that, being informed of the contents, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 21 day of April 2010.

> NOTARY PUBLIC My Commission Expires: 4/9/20/3

THIS INSTRUMENT WAS PREPARED BY:

Daniel D. Sparks Bradley R. Hightower Attorneys at Law CHRISTIAN & SMALL LLP 505 North 20th Street, Suite 1800 Birmingham, AL 35203 (205)795-6588

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Page 2

## GENERAL RESIDENTIAL SALES CONTRACT

Form Approved by: Birmingham Association of REALTORS®, Birmingham, Alabama July 24, 1998. (Previous forms obsolete)

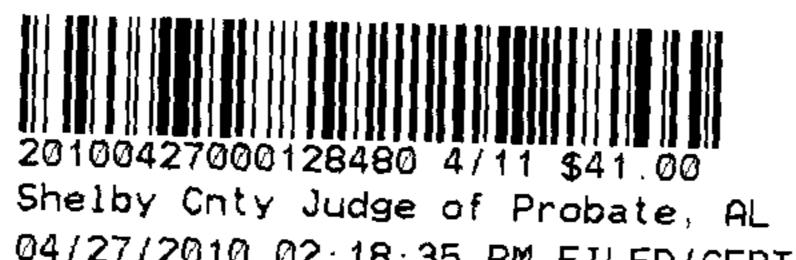
20100427000128480 3/11 \$41.00

Shelby Cnty Judge of Probate, AL 04/27/2010 02:18:35 PM FILED/CERT

Date: 4/21/07

The undersigned Purchaser(s) Lon + Much	the Housell hereby ag	rees to purchase and
the undersigned Seller(s) Dilliam T, of Michaele B (Please Print Na	int Names,  Sky hereby agrees	to sell the following
described real estate, together with all improvements, shrubber the City of, County of		- ·
Address 2930 Highway 331	and legally described as Lot	Block
Survey of the first of the survey of the sur	Map Book	Page
Survey Long Light		Fage
1. THE PURCHASE PRICE Shall be S 1650 000.	payable as follows:	
Earnest Money, receipt of which is hereby acknowle	dged by the Broker/Licensee	15,000.
Earnest Money, receipt of which is hereby acknowled	, <b>.</b>	1,435,000.
2. AGENCY DISCLOSURE: The listing company is:	<i>g</i>	
The listing company is: (Two blocks may be checked)		yer.
An agent of both the seller and buyer and is acting as		
☐ Assisting the ☐ buyer ☐ seller (check one or both) a	is a transaction broker.	
The selling company is: (Two blocks may be checked)	An agent of the seller.   An agent of the b	uyer.
An agent of both the seller and buyer and is acting as		
☐ Assisting the ☐ buyer ☐ seller (check one or both) a		H
A CONTRACTOR OF THE PARTY OF TH	Seller's Initials	
Purchaser's Initials	Seller's Initials	MUN
3. FARNEST MONEY & PURCHASER'S DEFAULT to hold the signed by all parties, at which lime the earnest money will be In the event Purchaser fails to carry out and perform the terms damages at the option of Seller, provided Seller agrees to the claim the earnest money without the agreement of the other padisputed portion of the earnest money into court, and shall be fees and other expenses relating to the interpleader. When the institution as unpaid, Seller has the right to void the contract we	s of this Contract, the earnest money shall be for cancellation of this Contract. In the event either erty, Seller or Broker holding the earnest money entitled to deduct from the earnest money for e earnest money is a check and the check is re-	orfeited as liquidated or Purchaser or Seller y may interplead the court costs, attorney turned by a financial
4. TITLE INSURANCE: Seller agrees to furnish Purchaser a state a company qualified to insure titles in Alabama, in the amount of defect or encumbrance in the title, subject to exceptions herein, refunded. In the event both Owner's and Mortgagee's title policies two policies will be divided equally between Seller and Purchaser.	of the purchase price, insuring Purchaser against less including paragraph 8 below; otherwise, the ears are obtained at the time of closing, the total expenses if the Mortgagee is the Seller.	oss on account of any arriest money shall be

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SURVEY/TERMITE BOND:  04/2//2010 02:18:35 PM FILED/CERT
rchaser (a) does of does not require a survey by a registered Alabama land surveyor of Purchaser's choosing. Unless otherwise agreed herein, the survey shall be at Purchaser's expense. (NOTE: Lender may require a survey)
rchaser A does O does not require a termite bond. If a bond is required and Seller has an existing bond, the bond may be transferred at
Purchaser's $\square$ Seller's expense. If a new bond is required, the cost shall be at $\square$ Purchaser's $\square$ Seller's expense.
irchaser 🗆 does 🖾 does not require a Wood Infestation Report. If required by Purchaser, Lender or Termite Company, the cost
of a Wood Infestation Report shall be at 🗆 Purchaser's 🗆 Seller's expense.
PRORATIONS: Ad valorem taxes, as determined on the date of closing, insurance transferred, accrued interest on nortgage(s) assumed, and fire district dues, if any, are to be prorated between Seller and Purchaser as of the date of delivery of the ieed, and any existing escrow deposits shall be credited to Seller. UNLESS OTHERWISE AGREED HEREIN, ALL AD ALOREM TAXES EXCEPT MUNICIPAL ARE PRESUMED TO BE PAID IN ARREARS FOR PURPOSE OF PRORATION; MUNICIPAL TAXES, IF ANY, ARE PRESUMED TO BE PAID IN ADVANCE.  7. CLOSING & POSSESSION DATES: The sale shall be closed and the deed delivered on or before Accept
Mit Stuly 21, 2007
7. CLOSING & POSSESSION DATES: The sale shall be closed and the deed delivered on or before 1977 - 2007, except
Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the Property. Possession is to be
given on delivery of the deed if the Property is then vacant; otherwise, possession shall be delivered on Active and a state of the deed if the Property is then vacant; otherwise, possession shall be delivered on Active and the deed if the Property is then vacant; otherwise, possession shall be delivered on Active and the deed if the Property is then vacant; otherwise, possession shall be delivered on Active and the Active
: □ a.m. □ p.m. NOTE: If Purchaser is to be given possession prior to closing, or if Seller is to remain in possession after
closing, it is recommended that the parties enter into a written occupancy agreement.  Att Clug, 10th on possible
some if possible
8. CONVEYANCE: Seller agrees to convey the Property to Purchaser by
warranty deed (check here A if Purchasers desire title as joint tenants with right of survivorship), free of all encumbrances except
as permitted in this Contract. Seller and Purchaser agree that any encumbrances not herein excepted or assumed may be cleared at the time of closing from sales proceeds. THE PROPERTY IS SOLD AND IS TO BE CONVEYED SUBJECT TO ANY MINERAL AND/OR MINING RIGHTS NOT OWNED BY SELLER AND SUBJECT TO PRESENT ZONING CLASSIFICATION,
AND IN IS IS IS NOT LOCATED IN A FLOOD PLAIN, AND UNLESS OTHERWISE AGREED HEREIN,
SUBJECT TO UTILITY EASEMENTS SERVING THE PROPERTY, RESIDENTIAL SUBDIVISION COVENANTS AND RESTRICTIONS, AND BUILDING LINES OF RECORD, PROVIDED THAT NONE OF THE FOREGOING MATERIALLY IMPAIR USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES.
9. CONDITION OF THE PROPERTY: NEITHER SELLER NOR ANY SALESPERSON MAKES ANY
REPRESENTATIONS OR WARRANTIES REGARDING CONDITION OF THE PROPERTY EXCEPT TO THE EXTENT EXPRESSLY SET FORTH HEREIN. Purchaser has the obligation to determine any and all conditions of the Property material to Purchaser's decision to purchase the Property, including, without limitation, the condition of the heating, cooling, plumbing and electrical systems and any built-in appliances, and the roof and the basement, including leaks therein; the size and area of the Property; construction materials, including floors; structural condition; utility and sewer or septic tank availability and condition; subsurface conditions, including radon and other potentially hazardous materials and/or gases; and any matters affecting the character of the neighborhood. Purchaser shall have the opportunity to determine the condition of the Property in accordance with "A", "B", or "C" below, as selected by the parties. NOTE: LENDERS OR PUBLIC AUTHORITIES MAY REQUIRE CERTAIN INVESTIGATIONS SUCH AS TERMITE INSPECTION AND SEPTIC TANK INSPECTION. PURCHASER'S INSPECTIONS SHOULD INCLUDE SUCH MATTERS IN ANY EVENT.
"MARK EITHER "A", "B", "C(i)", OR "C (i)" AND "C(ii)". CHOICE(S) MUST BE INITIALED BY BOTH PARTIES TO BE PART OF THIS CONTRACT."
☐ A. Seller shall not be required to make any repairs to the Property whatsoever under this Contract. Purchaser has inspected the

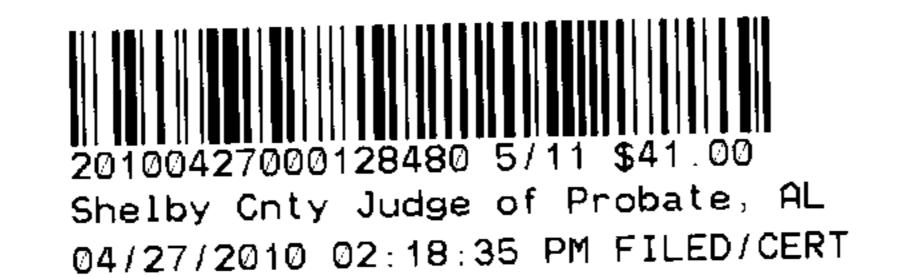
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Property, either personally or through others of Purchaser's choosing, and accepts the Property in its present "as is" condition,

including ordinary wear and tear to the closing.\*

Purchaser's Initials

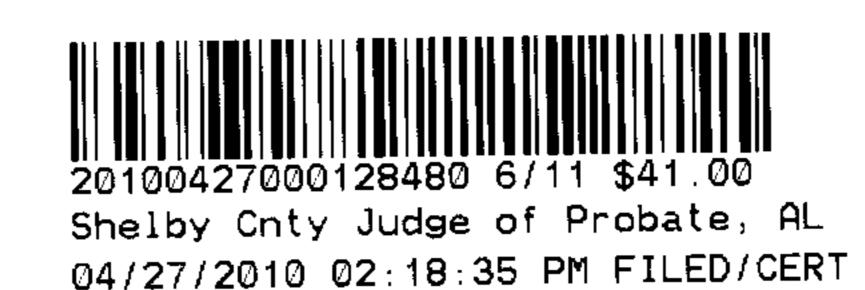
Seller's Initials



B. Purchaser has inspected the Property, either personally or to any representation or warranty from Seller or Broker or any sale accepts the Property in its present "as is" condition, including ord to any dollar limits below) to (i) make any repairs required by the and electrical systems and any built-in appliances in normal op following:	esperson or any printed or written description of the Property. inary wear and tear to closing, except that Seller agrees (subject elending institution; (ii) deliver the heating, cooling, plumbing
the excess, Purchaser may pay the excess or (if not prohibited by or accept the specified ceiling amount at closing as a reduction of Purchaser may cancel this Contract by notifying Seller in writing refusal to pay the excess.	Purchaser's Lender) accept the Property with the limited repairs the purchase price, and this sale shall be closed as scheduled, or
Purchaser's Initials	Seller's Initials
C(i). Purchaser requires additional inspections of the Property this Contract, Purchaser shall either personally or through others of such inspections reveal conditions unsatisfactory to the Purchaser this Contract or (ii) request Seller to correct the Defects. Purchaser to Seller on or before 5:00 P.M. on which notice streamsed Purchaser to elect to terminate this Contract. If Purchase the Earnest Money. If Purchaser instead requests Seller to correct of receipt of such request whether Seller will correct the Defects prior to closing. If Seller elects not to correct the Defects hours of receipt of Seller's refusal to correct the Defect refund of the Earnest Money or to waive the Defects and proceed Defects or to terminate this Contract, as herein provided, shall contract to c(ii) below, including ordinary wear and tear to the closing.  Purchaser's Initials	of Purchaser's choosing, inspect and investigate the Property. If ("Defects"), Purchaser may, at Purchaser's option, (i) terminate the shall exercise this option by written notice to Seller delivered hall specify the Defects that Seller is requested to correct or that the Defects to terminate this Contract, Seller shall promptly refund the Defects, Seller shall notify Purchaser within days and Seller shall have a reasonable time to correct the Defects for shall notify Seller, by written notice delivered to Seller within its, that Purchaser elects to terminate this Contract and receive a to close the sale. Purchaser's failure to notify Seller of any such inclusively be deemed acceptance of the Property as is," subject
C(ii). In addition to any repairs agreed to by Seller and Purch limits below) to (a) make any repairs required by the lending electrical systems and any built-in appliances in normal operating OF SELLER UNDER THIS PARAGRAPH C(ii) (EXCLUSIVE UNDER C(i) ABOVE) SHALL NOT EXCEED \$	institution and (b) deliver the heating, cooling, plumbing and g condition at the time of closing. ANY REPAIRS REQUIRED
Purchaser's Initials	Seller's Initials
+NOTE - "O-linear war and toor" as used in "A" and "C" shall	not be deemed to include material failure of the heating, cooling

\*NOTE: "Ordinary wear and tear" as used in "A" and "C", shall not be deemed to include material failure of the heating, cooling, plumbing and electrical system or built-in appliances. If such a system or appliance suffers material failure after acceptance under "A" or "C" above but prior to closing and Seller refuses to pay for any repairs reasonably required to restore it to an operating condition at least as good as previously existing, Purchaser may proceed with the closing or cancel the Contract and recover the earnest money by notifying Seller in writing of the cancellation promptly after Purchaser's receipt of Seller's notice of refusal to pay for such repairs; provided that notice of cancellation must, in any event, be received prior to closing.

Purchaser has the right and the responsibility to walk through and inspect the Property prior to closing and notify Seller immediately if the Property is not in the condition agreed under "A", "B", or "C", whichever one has been selected by the parties. After closing, all conditions of the property are the responsibility of Purchaser.



10. DISCLAIMER: Seller and Purchaser acknowledge that they have not relied upon advice or representations of Broker (or Broker's associated salesperson(s) relative to (i) the legal or tax consequences of this Contract and the sale, purchase or ownership of the Property; (ii) structural condition of the Property, including condition of the roof and basement; (iii) construction materials; (iv) the nature and operating condition of the electrical, heating, air conditioning, plumbing, water heating systems and appliances; (v) the availability of utilities or sewer service; (vi) the character of the neighborhood; (vii) the investment or resale value of the Property; (viii) subsurface conditions, including radon and other potentially hazardous materials and/or gases; or (ix) any other matters affecting their willingness to sell or purchase the Property on the terms and price herein set forth. Seller and Purchaser acknowledge that if such matters are of concern to them in the decision to sell or purchase the Property, they have sought and obtained independent advice relative thereto.

Purchaser's Initials

Seller's Initials

- 11. SELLER WARRANTS that Seller has not received notification from any lawful authority regarding any assessments, pending assessments, pending public improvements, repairs, replacements, or alterations to the Property that have not been satisfactorily made. Seller warrants that there is no unpaid indebtedness on the Property except as described in this Contract. These warranties shall survive the delivery of the deed.
- 12. FIRE/SMOKE/GAS DETECTORS: Purchaser shall satisfy himself/herself that all applicable federal, state and local statutes, ordinances or regulations concerning fire/smoke/gas detectors have been met. Upon closing or after taking possession of the Property, whichever occurs first, Purchaser shall be solely responsible for compliance with such laws.
- 13. RISK OF LOSS: Seller agrees to keep in force sufficient hazard insurance on the Property to protect all interests until this sale is closed and the deed delivered. If the Property is destroyed or materially damaged between the date hereof and the closing, and Seller is unable to restore it to its previous condition prior to closing, the Purchaser shall have the option of canceling this Contract and recovering the earnest money or accepting the Property in its damaged condition provided that notice of cancellation must be received prior to closing. If Purchaser elects to accept the Property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage shall be applied to the balance of the purchase price or otherwise be payable to Purchaser.
- 14. SELECTION OF ATTORNEY: Purchaser and Seller hereby and do not agree to share the fees of a closing attorney. Purchaser and Seller acknowledge and agree that such sharing may involve a potential conflict of interest and they may be required to execute an affidavit at closing acknowledging their recognition and acceptance of same. The parties further acknowledge that they have a right to be represented at all times in connection with this Contract, and the closing, by an attorney of their own choosing at their own expense.
- 15. BROKERAGE FEE/COMMISSION: THE COMMISSION PAYABLE TO THE LISTING OR SELLING BROKER IN THIS TRANSACTION IS PER PRIOR WRITTEN AGREEMENT BETWEEN THE BROKERS AND THEIR RESPECTIVE CLIENTS OR CUSTOMERS AND IS NOT SET BY THE BIRMINGHAM ASSOCIATION OF REALTORS7, INC., BUT IN ALL CASES IS NEGOTIABLE BETWEEN THE BROKER, AND THEIR RESPECTIVE CLIENTS OR CUSTOMERS.
- 16. PERSONAL PROPERTY: Any personal items remaining with the Property shall be at no additional cost to Purchaser; shall not add to the value of the Property; shall be in "as is" condition unless otherwise agreed to herein; shall be unencumbered at the time of closing; and shall be only that which is currently on the premises and included on the itemized list attached hereto (said list to be specific as to description and location of such items).
- 17. NON-REFUNDABLE FEES: Purchaser and Seller acknowledge that in the event this Contract is canceled or not closed, any fees paid will be non-refundable.

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General Sales Contract - Page 4 of 5

19. ADDITIONAL PROVISIONS set forth on the attached addendum(s) and signed by all parties are hereby made a part of this Contract. of this Contract. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between Purchaser and Seller regarding the Property, and supersedes all prior discussions, negotiations and agreements between Purchaser and Seller, whether oral or written. Neither Purchaser, Seller, nor Broker or any sales agent shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein. 20100427000128480 7/11 \$41.00 Shelby Cnty Judge of Probate, AL 04/27/2010 02:18:35 PM FILED/CERT THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING. (Date) Purchaser ess to Purchase 3 Signature (Date) Witness to Seller's Signature EARNEST MONEY: Final receipt is hereby acknowledged of the earnest money as herein above set forth **CHECK** CASH DATE: BY: BROKER:

18. FACSIMILE OR COUNTERPART SIGNATURES: This Contract may be executed by either party or both parties by

telecopy or facsimile, and shall be binding upon the party so executing it upon the receipt by the other party of the signature.





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ADDENDUM <u>F</u>
.  I  =  .
This addendum is to be made part of the contract dated $\frac{6/31/07}{}$
between the undersigned Purchasers, J. Len & Michelle Hourel
and the undersigned Sellers, Italian T. & Middle B. Harrisi
of real property located at 3930 Highway 331
1. Purchasers to lave find right of refund to purchase
any all remaining property located adjacent to their
property et fair mocket value. This in the Remaining
19.79 Ac and should withhele dry land, lete on
home (5) located on this property.
2 Bath upstain that is unfinished, should be fixible
totally except for painting. This is to include title
4. 3 windown with broken seals 1 1 1/ 1/ 1/ 1/200
4. 3 windown with broken seals of furfourl 6-21-0) to be replaced. PURCHASER DATE
PURCHASER DATE  PURCHASER  PURCHASER  PURCHASER  PURCHASER  PURCHASER  PURCHASER  PURCHASER  PURCHASER
PURCHASER DATE
Lise alward Tuth Tuth Tomas 6-12-01
WITNESS DATE
MITNESS SELLER DATE
REMAX Advantage Central
2964 Columbiana Road





Birmingham, Alabama 35216 Office: (205) 979-9854 Fax: (205) 979-2558

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WITNESS

Shelby Cnty Judge of Probate, AL 04/27/2010 02:18:35 PM FILED/CERT ADDENDUM This addendum is to be made part of the contract dated  $\frac{6/21/07}{}$ between the undersigned Purchasers, J. Lent Muhille Hourell -- and the undersigned Sellers, William C. A Mikele B. Harren of real property located at 2930 Highway 331

troputy to follow problets lines on stackel sury Property surveyed out at approx. 14.55 AC+ elusi to bix holesi in upstain uslow welk".

DATE

REMAN



4880 Valleydale Road Birmingham, Alabama 35242



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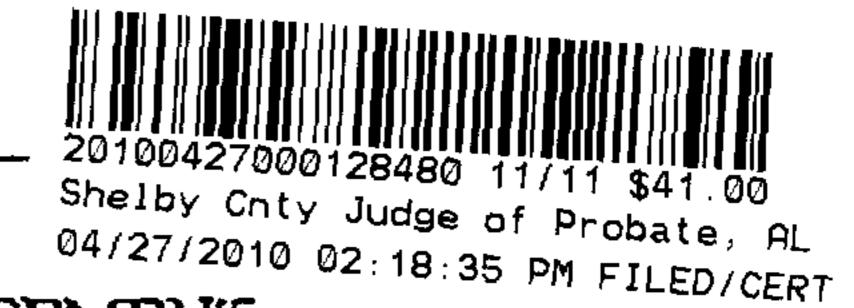


ADDENDUM A



20100427000128480 10/11 \$41.00 Shelby Cnty Judge of Probate, AL 04/27/2010 02:18:35 PM FILED/CERT

•·	$f = \int_{-\infty}^{\infty} \int_{-\infty}^{\infty} dx dx$
This addendum is to be made part of the contrac	
between the undersigned Purchasers,	n Mukelle Havel
- and the undersigned Sellers, William 8.	4 Mille B. Harrison
of real property located at 2930 degline	
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	<u></u>
	J. Len Housell 6-21-09
	PURCHASER DATE
	V-16.01 bleawledberth)
$\sim \Lambda \Lambda \Lambda \Lambda$	PURCHASER
Lie alla	Illa Sumii 6-22-07
WEINESS ( )	SELLER DATE
Salle Chor	SELLER DATE
WITNESS	
	REMARK
	4880 Valleydale Road Birmingham, Alabama 35242
	Each Office Independently Owned and Operated
	MLS Each Office Independently Owned and Operated



### REMAX ADVANTAGE

# LIMITED CONSENSUAL DUAL AGENCY AGREEMENT (For RE/MAX Sellers and RE/MAX Buyer-Broker Purchasers)

Our policy, acceptable to you by signature below, in the event the listing agent or any other agent at RE/MAX Advantage is the selling agent of a property listed with RE/MAX Advantage, will be one of LIMITED CONSENSUAL DUAL AGENCY as described below.

Serving as a Limited Consensual Dual Agent, the agent(s) will be representing both the buyer and seller, therefore the agent(s) will NOT represent the interest of one party to the exclusion or detriment of the interest of the other party in a LIMITED CONSENSUAL DUAL AGENCY agreement, both parties to a possible sales contract (the seller and buyer) agree to the following as an acceptable course of conduct of the LIMITED CONSENSUAL DUAL AGENT.

#### The LIMITED CONSENSUAL DUAL AGENT will:

- 1. Conduct himself with honesty, integrity and in a professional manner toward all parties in a transaction.
- 2. Not knowingly promote the advantages of one party in a transaction to the detriment of another.
- 3. Honestly apply his expertise, skills, knowledge and experience to help facilitate a fair transaction for all parties.
- 4. Not disclose information received in confidence to anyone without the permission of the person who confided same to agent. (Confidential information includes: price a party is willing to pay, motivation to sell or buy, negotiating strategy, etc.)
- Act as an intermediary in a transaction between the parties and as the follow-up person in order that everything necessary for the completion of the transaction comes together for a successful closing.
- 6. Respond honestly and accurately to questions concerning the property

In a LIMITED CONSENSUAL DUAL AGENCY role, REMAX Advantage will be contributing our time, effort, expertise, knowledge and skills to help the parties obtain an agreement that is acceptable to both the seller and the buyer.

I have read and understand the above agreement and have agreed, at time of signing an Exclusive Right To Sell Listing Agreement OR a RE/MAX Buyer-Broker Agency Agreement, to allow RE/MAX Advantage to be a LIMITED CONSENSUAL DUAL AGENT:

REMAX Listed Seller Date REMAX Buyer-Broker Purchaser Date

REMAX Listed Seller Date

REMAX Buyer-Broker Purchaser Date

Date

RE/MAX Listed Seller Date

Michiel Charman 6-22-07

REMAX Listed Seller

RE/MAX Buyer-Broker Purchaser

6-1107 Date

REMAX Buyer-Broker Purchaser

Date

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