

Listing Broker (Co.) RE/MAX Real Estate, Inc. () By Razon and Razon ()
office code individual code

Selling Broker (Co.) ERA Eagle Real Estate, Inc. () By Patrick Orr ()
office code individual code

**PURCHASE AGREEMENT
(IMPROVED PROPERTY)**

1 Date: March 16, 2007

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 3 1. **BUYER:** Ervin R. Reed, Carlos A. Reed ("Buyer")
 4 agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following
 5 terms, provisions, and conditions:
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7 2. **PROPERTY:** The property ("Property") is known as 7204 W. St. Andrews
 8 in Mt. Pleasant Township, Delaware County, Yorktown
 9 Indiana, 47396 (zip code) legally described as: Woodland Trails Sec A Lot 18

10 together with any existing permanent improvements and fixtures attached (unless leased), such as, but not limited
 11 to, electrical and/or gas fixtures, home heating fuel, heating and central air-conditioning equipment and all
 12 attachments thereto, built-in kitchen equipment, sump pump, water softener, water purifier, gas grills, fireplace
 13 inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles and
 14 fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas, satellite
 15 dishes and controls, storage barns, all landscaping, mailbox, garage door opener with control(s) AND THE
 16 FOLLOWING: Range, Refrigerator, Sofa, Window Coverings, Builtins: DW,
 17 Microwave.
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23 The terms of this Agreement will determine what items are included/excluded. All items sold shall be fully
 24 paid for by Seller at time of closing the transaction. Buyer should verify total square footage, land, room
 25 dimensions or community amenities if material.
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27 3. **PRICE:** Buyer will pay the total purchase price of \$290,000.00 for the Property. If Buyer obtains an
 28 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed
 29 upon purchase price.
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31 4. **EARNEST MONEY:** Buyer submits \$5,000.00 as earnest money which shall be applied to the
 32 purchase price. The listing broker shall deposit earnest money received into its escrow account within two (2)
 33 banking days of acceptance of this Agreement and hold it until time of closing the transaction or termination of this
 34 Agreement. If Buyer fails for any reason to submit earnest money, Seller may terminate this Agreement. Earnest
 35 money shall be returned promptly in the event this offer is not accepted. If this offer is accepted and Buyer fails or
 36 refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for damages
 37 the Seller has or will incur, and Seller retains all rights to seek other legal and equitable remedies. The Broker
 38 holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer unless the
 39 parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 1-1-23
 40 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding the
 41 earnest money may release the earnest money as provided in this Agreement. If no provision is made in this
 42 Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail. If neither Buyer
 43 nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified
 44 letter, Broker may release the earnest money to the party identified in the certified letter. Buyer and Seller agree to
 45 hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of
 46 earnest money in accordance with this Agreement and licensing regulations.
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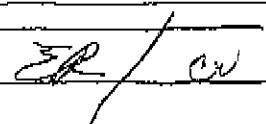
48 5. **METHOD OF PAYMENT:** (Check appropriate paragraph letter)

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 50 **A. CASH:** The entire purchase price shall be paid in cash and no financing is required.
 51 **B. NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a

52 Conventional Insured Conventional FHA VA Other: _____ first
 53 mortgage loan for _____ % of purchase price, payable in not less than _____ years, with an
 54 original rate of interest not to exceed _____ % per annum and not to exceed _____ points. Buyer
 55 shall pay all costs of obtaining financing, except _____
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 58

7204 W. St. Andrews, Yorktown, IN 47396
 (Property Address)

Page 1 of 6 (Purchase Agreement)



59 **CLOSING FEE, SURVEY AND TITLE INSURANCE COSTS ARE NOT INCLUDED ABOVE.** Any inspections
60 and charges which are required to be made and charged to Buyer or Seller by the lender, FHA, VA, mortgage
61 insurer, or closing agent, shall be made and charged in accordance with their prevailing rules or regulations
62 and shall supersede any provisions of this Agreement.

- 63 C. ASSUMPTION: (Attach Financing Addendum)
- 64 D. CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)
- 65 E. OTHER METHOD OF PAYMENT: (Attach Financing Addendum)

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67 6. **TIME FOR OBTAINING FINANCING:** Buyer agrees to make written application for any financing necessary
68 to complete this transaction or for approval to assume the unpaid balance of the existing mortgage within na
69 days after the acceptance of this Agreement and to make a diligent effort to meet the lender's requirements and to
70 obtain financing in cooperation with the Broker and Seller. No more than na days after acceptance of the
71 Agreement shall be allowed for obtaining favorable written commitment(s) or mortgage assumption approval. If a
72 commitment or approval is not obtained within the time specified above, this Agreement shall terminate unless an
73 extension of time for this purpose is mutually agreed to in writing.

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75 7. **CLOSING:** The closing of the sale (the "Closing Date") shall be on or before April 19, 2007, or
76 within _____ days after _____, whichever is later or this Agreement shall terminate
77 unless an extension of time is mutually agreed to in writing. The closing fee shall be paid by BUYER SELLER
78 shared equally.

79
80 8. **POSSESSION:**

81 A. The possession of the Property shall be delivered to Buyer at closing within _____ days after closing
82 or on or before _____ if closed. For each day Seller is entitled to possession
83 after closing, Seller shall pay to Buyer at closing \$ _____ per day. If Seller does not
84 deliver possession by the date required in the first sentence of this paragraph. Seller shall pay Buyer
85 \$ _____ per day as liquidated damages until possession is delivered to Buyer; and Buyer
86 shall have all other legal and equitable remedies available against the Seller.

87 B. **Maintenance of Property:** Seller shall maintain the Property in its present condition until its possession is
88 delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to
89 closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and
90 personal property not included in the sale.

91 C. **Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by
92 Seller. In the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option,
93 may either (a) terminate this Agreement or (b) elect to close the transaction, in which event Seller's right
94 to all insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to
95 Buyer.

96 D. **Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the
97 day of possession.

98
99 9. **SURVEY:** Buyer shall receive a (check ONE) SURVEYOR LOCATION REPORT, which is a survey where
100 corner markers are not set; BOUNDARY SURVEY, which is a survey where corner markers of the Property are
101 set prior to closing; WAIVED, no survey required at (Check ONE) BUYER'S expense; SELLER'S expense.
102 The survey shall (1) be received prior to closing and certified as of a current date, (2) be reasonably satisfactory to
103 Buyer, (3) show the location of all improvements and easements, and (4) show the flood zone designation of the
104 Property.

105
106 10. **FLOOD AREA/OTHER:** Buyer may may not terminate this Agreement if the Property requires flood
107 insurance or Buyer may may not terminate this Agreement if the Property is subject to building or use
108 limitations by reason of the location.

109 11. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain
110 a favorable written commitment for homeowner's insurance within 15 days after acceptance of this Agreement.

111 12. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker,
112 Selling Broker and all salespersons associated with Brokers are NOT experts and have NO special training,
113 knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and
114 other biological contaminants ("Environmental Contaminants") which might exist and affect the Property.
115 Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not
116 limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young
117 children and/or the elderly.

118 Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property
119 and its environmental status. The ONLY way to determine if Environmental Contaminants are present at the
120 Property at harmful levels is through inspections.

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(Property Address)

125 Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental
128 Contaminants and release and hold harmless all Brokers, their companies and sales associates from any
127 and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection
128 result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants.
129 This release shall survive the closing.

130
131 13. INSPECTIONS: (Check paragraph letter A or B)
132 A. BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED (including Lead-Based Paint)
133 independent of and in addition to any inspections required by FHA, VA, or Buyer's lender(s). All inspections
134 are to be at Buyer's expense (unless noted otherwise or required by lender) by licensed inspectors or
135 qualified contractors selected by Buyer within the following time periods. Seller shall have water, gas,
136 electricity and all operable pilot lights on for Buyer's inspections.

137
138 INSPECTION/RESPONSE PERIOD: Buyer shall order all ~~INDEPENDENT~~ INSPECTIONS immediately after
139 acceptance of the Purchase Agreement. Buyer shall have 10 days beginning the day following the date of
140 acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's
141 Inspection Response").

142
143 Inspections may include but are not limited to the condition of the following systems and components:
144 heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,
145 well/septic, water, wood-eating insects and organisms, lead-based paint (note: intact lead-based paint that
146 is in good condition is not necessarily a hazard), radon (tested at lowest livable area either currently
147 finished or unfinished), mold and other biological contaminants and/or the following:

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151 if the initial inspection report reveals the presence of lead-based paint, radon or mold and other biological
152 contaminants, then Buyer shall have 15 additional days to order, receive and respond in writing to any
153 additional reports.

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155 If the Buyer does not comply with any inspection/Response Period or make a written objection to any problem
156 revealed in a report within the applicable inspection/Response Period, the Property shall be deemed to be
157 acceptable. If the Buyer reasonably believes that the inspection report reveals a MAJOR DEFECT with the
158 Property and the Seller is unable or unwilling to remedy the defect to the Buyer's reasonable satisfaction before
159 closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such
160 defect and the transaction shall proceed toward closing. Under Indiana law, "Defect" means a condition that would
161 have a significant adverse effect on the value of the Property that would significantly impair the health or safety
162 of future occupants of the Property, or that if not repaired, removed, or replaced would significantly shorten or
163 adversely affect the expected normal life of the premises. BUYER AGREES THAT ANY PROPERTY DEFECT
164 PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS
165 MENTIONED IN ANY REPORT SHALL NOT BE A BASIS FOR TERMINATION OF THIS AGREEMENT. ALL
166 TIME PERIODS APPLICABLE TO INSPECTION RESPONSES SHALL BE REASONABLE.

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168 B. BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION
169 OF THE PROPERTY ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE SUCH
170 INSPECTIONS AS A CONDITION OF THE AGREEMENT. However, Buyer waives inspections and relies
171 upon the condition of the Property based upon Buyer's own examination and releases the Seller, the
172 Listing and Selling Brokers and all salespersons associated with Brokers from any and all liability relating
173 to any defect or deficiency affecting the Property, which release shall survive the closing. Required
174 FHAVA or lender inspections are not included in this waiver.

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176 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer
177 which will will not be provided at a cost of \$_____ charged to Buyer Seller.
178 Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM will not cover any pre-existing
179 defects in the Property nor replace the need for an independent home inspection. Broker may receive a fee from
180 the home warranty provider and/or a member benefit.

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182 14. SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE: (check one)
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184 Buyer acknowledges receipt and execution of a Seller's Residential Real Estate Sales Disclosure Form.
185 Buyer has not received an executed Seller's Residential Real Estate Disclosure Form.
186 Seller's Residential Real Estate Sales Disclosure Form is not applicable to this transaction.

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188 15. TITLE APPROVAL: Prior to closing, Buyer shall be furnished an ALTA 98 Title Insurance Commitment (if
189 available) or an ALTA 92 Title Insurance Commitment in the amount of purchase price or an abstract
190 of title continued to date showing marketable title to the Property in Seller's name. The cost shall be paid by

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Buyer Seller shared equally Seller to pay owner's policy and Buyer to pay mortgage policy
 other

Any encumbrances or defects in title must be removed and Seller must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions and easements of record which will not materially interfere with Buyer's intended use of the Property. Seller shall order the commitment

immediately after mortgage approval other

Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and vendors affidavit), so that marketable title can be conveyed. A title company, at Buyer's request, can provide information about availability, desirability, coverage, and cost of various title insurance coverages, gap and other endorsements.

16. TAXES: (Check paragraph A, B or C)

A. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on _____, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable before that date.

B. All taxes assessed for any prior calendar year and remaining unpaid shall be paid by Seller, and all taxes assessed for the current calendar year shall be prorated between Seller and Buyer on a calendar-year basis as of the day immediately prior to the Closing Date.

For purposes of paragraph A and B: If the tax rate and/or assessment for taxes assessed in the current year have not been determined at the closing of the transaction, the rate and/or assessment shall be assumed to be the same as the prior year for the purpose of such proration and credit for due but unpaid taxes, and this shall be a final settlement. **WARNING: Buyer is responsible for confirming the status of all tax exemptions and/or credits.**

C. **FOR RECENT CONSTRUCTION ONLY.** If the tax rate and/or assessment for taxes is not available, Seller will give a tax credit of \$ _____ to Buyer at closing. If the tax rate and/or assessment for taxes is available prior to the Closing Date, then paragraph B shall apply.

WARNING: The succeeding year tax bill for recently constructed homes or following reassessment periods may greatly exceed the last tax bill available to the closing agent.

17. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day prior to the Closing Date. Seller shall pay any special assessments applicable to the Property for municipal improvements previously made to benefit the Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing conditions. Public or municipal improvements which are not completed as of the date above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements completed after the date of this Agreement.

18. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in writing to a different date and/or time.

Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and delivery of such offer/counter offer.

19. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION:** Documents for a mandatory membership association shall be delivered by the Seller to Buyer within 10 days after acceptance of this Agreement. If the Buyer does not make a written response to the documents within 10 days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing, within 10 days after Buyer's approval of the documents.

Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable, Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the Property.

20. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

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257 21. MISCELLANEOUS:

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- A. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/assessments, or any other items shall be computed through the date of closing.
- B. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance.
- C. The Indiana Sheriff's Sex Offender Registry (www.indianasheriffs.org) exists to inform the public about the identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.
- D. Conveyance of this Property shall be by general Warranty Deed, or by _____, subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
- E. Seller represents and warrants that Seller is not a "foreign person" (individual entity) and, therefore, is not subject to the Foreign Investment in Real Property Tax Act.
- F. Any notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.
- G. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.
- H. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- I. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties' respecting the transaction and cannot be changed except by their written consent.
- J. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.
- K. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or recommended to them by Broker(s).
- L. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission to a Multiple Listing Service, Internet or other advertising media, if any, to publish information regarding this transaction.
- M. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until this transaction is closed.
- N. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.
- O. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # _____
- P. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.

22. FURTHER CONDITIONS (List and attach any addenda):

Buyer agrees to accept stains on ceiling but will further inspect roof
for reason for leaks. Roof, if leaking will be addressed in inspection
period.

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(Property Address)

321 23. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by 5:00 A.M. P.M.
322 Noon, the 19th day of March, 2007, this Purchase Agreement shall be null and void and all
323 parties shall be relieved of any and all liability or obligations.
324

325 24. CONSULT YOUR ADVISORS: Buyer and Seller acknowledge they have been advised that, prior to signing this
326 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the
327 transaction to which it relates. In any real estate transaction, it is recommended that you consult with a
328 professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the
329 condition of the Property.
330

331 25. ACKNOWLEDGEMENTS: Buyer and Seller acknowledge that each has received agency office policy disclosures,
332 has had agency explained, and now confirms all agency relationships. Buyer and Seller further acknowledge that
333 they understand and accept agency relationships involved in this transaction. By signature below, the parties verify
334 that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.
335

336 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed
337 an original but all of which together shall constitute one and the same instrument. The parties agree that this
338 Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or
339 digitally transmitted signatures constitute original signatures and are binding on the parties. The original document
340 shall be promptly delivered, if requested.
341

342 Ervin R. Reed 03/16/2007 Carlee A. Reed 03/16/2007
343 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

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345 Ervin R. Reed Carlee A. Reed
346 PRINTED PRINTED

347
348 (Check appropriate paragraph letter)

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350 A. As the Seller(s) of the property described herein, the above terms and conditions are accepted this
351 19 day of March, 2007, at 5:00 A.M. P.M. Noon.
352

353 B. The above offer is Rejected.
354

355 C. The above offer is Countered. Seller should sign both the Purchase Agreement and the Counter Offer.
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357 Ervin R. Reed 3/19/07
358 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

359 SIRVA Relocation
360 PRINTED PRINTED
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Reed



Transferor ID: 86496
Authorization ID: 865335

RIDER TO SALES AGREEMENT

Notwithstanding anything contained in the foregoing Sales Agreement of certain Improved real Property commonly known as:

7204 W. St. Andrews Ave
Yorktown, IN 47398

(referenced herein as the "Agreement") the parties agree to modify and amend said Agreement in the following respects. In the event of any disagreements between the terms of this Rider and the Agreement, this Rider shall conclusively govern.

1. Financing Contingency

A. This contract is contingent upon the Buyer's ability to obtain written financing approval, substantially in the form of the Buyer Pre-Qualification Form previously provided by SIRVA Relocation LLC ("SIRVA") to Buyer, in the amount as identified in the purchase contract to which this Rider is attached.

If Buyer is unable, despite best efforts, to obtain such financing approval within ten (10) days of the date of this agreement, then he/she shall give written notice thereof to SIRVA. If such notice is not delivered on or before that date, this Rider and the Agreement shall be deemed unconditional with regard to any financing contingency. If such notice is delivered by said date, then SIRVA shall have ten (10) days from the date of delivery to obtain financing on the terms and conditions set forth above, for the Buyer. The Buyer shall fully cooperate with SIRVA or with SIRVA's designated lender in applying for such mortgage. In the event that SIRVA is unable to obtain such a mortgage for Buyer within said ten (10) day period then this contract shall be terminated and all monies there before deposited shall be returned to the Buyer.

B. If Buyer owns a home and this contract is not subject to closing of said home, The Buyer's commitment must indicate that Buyer is qualified without selling said home. If contract is subject to Buyer's home closing, Buyer shall provide SIRVA within 10 days of acceptance of this contract a copy of a contract on Buyer's home and evidence from Buyer's purchaser(s) satisfactory to SIRVA that said purchasers are qualified to consummate the purchase of Buyer's home. If Buyer fails to provide satisfactory evidence within the specified time or if the evidence is not satisfactory to SIRVA, SIRVA shall have the option of canceling the contract and this Rider by notifying Buyer within five (5) calendar days after expiration of evidence delivery date.

C. In the event that this contract is not subject to a financing contingency, then the Buyer shall provide SIRVA with evidence reasonably satisfactory to SIRVA that Buyer has the financial means to consummate this purchase, including but not limited to evidence of source of liquidity of funds in an amount equal to or greater than purchase price and closing costs. Failure to provide such evidence no later than five (5) days of the date of this contract shall permit SIRVA to cancel this contract by notifying Buyer within five (5) calendar days after expiration of evidence delivery date. All earnest money shall be refunded to Buyer.

2. Condition and Inspections

CONFIDENTIAL: CANNOT BE USED NOR DISSEMINATED WITHOUT WRITTEN CONSENT OF SIRVA RELOCATION LLC. This document was transmitted by and from SIRVA Relocation LLC electronically. It may not be altered or copied in any manner without the express written consent of SIRVA Relocation LLC. Any alterations, additions, deletions or other modifications to the original document shall be void and of no force or effect without the written consent of SIRVA Relocation LLC.

Buyer must acknowledge receipt of the disclosure forms identified below. Said forms are informational only and represent only the opinions of the individuals or firms which prepared them and SIRVA makes no representation or recommendation concerning said reports. Buyer further acknowledges that the home owner disclosure forms were completed by the owner of the Property previous to SIRVA, that said disclosures fulfill any obligation of SIRVA to disclose conditions of the Property to Buyer and that SIRVA may not complete an independent investigation and/or disclosure for the Property.

Please initial those items provided by Seller.

- YES Disclosures/Tests/Inspections/Disclaimers
- Disclosure Statement completed by owner previous to SIRVA (SIRVA form)
 - Disclosure Statement completed by owner previous to SIRVA (Local form)
 - Disclosure Statement completed by SIRVA (Local form)
 - Notice of Affiliated Business Arrangement
 - Lead Paint Disclosure (if home built prior to 1978)
 - Indoor Air Quality Disclaimer
 - General Home Inspection Report
 - Radon Inspection Report
 - A Citizen's Guide to Radon and "Radon Reduction Methods" issued by the United States Environmental Protection Agency
 - Termite/post Inspection Report
 - Well Inspection Report
 - Water Quality Inspection Report
 - Septic Inspection Report
 - Pool Inspection Report
 - Underground Storage Tank Inspection Report
 - Mold test report
 - Other (Identify) _____

It is acknowledged that SIRVA has never occupied the Property and, as such, the Property is being sold in "as is" condition to the maximum extent allowed by law. Neither Seller or any of its agents make any representations concerning the Property, including but not limited to, representations regarding the size of the buildings and improvements, the presence or absence of toxic or hazardous substances, or the presence or absence of any encroachments or unrecorded easements. Buyer further acknowledges that the Property may not be new and Buyer does not expect the Property or any systems therein to be in the same condition nor function as new.

Buyer shall have the right, within a period of ten (10) days from the date of the Agreement, to obtain such inspections, surveys, and tests (collectively, "inspections") that he/she deems necessary or desirable, at his/her own cost and expense. Within said ten (10) day period Buyer shall deliver notice to SIRVA that either:

- A. Purchaser is satisfied with the inspection results and waive all repair and inspection contingencies; or,
- B. The inspection of the property revealed the repair issues. In such event, Buyer shall identify all repair issues to SIRVA.

This section does not condition this contract on the repair of cosmetic and/or other non-structural defects. Failure of Buyer to complete the inspection and provide SIRVA with the professional inspection report within the aforementioned ten (10) day period shall act as a waiver of any and all inspection and repair contingencies in the contract and this Rider.

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Upon notice of the repair issues to SIRVA, SIRVA shall within ten (10) days thereafter elect one of the following: (i) Timely complete the repairs to reasonable satisfactory condition; (ii) At closing, credit the Buyer with the mutually agreed-upon cost of the specified repair items; (iii) Negotiate the repair issues with Buyer, including which items are to be repaired, the cost and of such repair items, and a time frame for completion of any such repairs; or, (iv) terminate this agreement and return to Buyer all amounts theretofore deposited. If SIRVA does not elect one of the above within said the (10) days then Buyer may terminate the contract after written notice and a 48 hour right to cure by SIRVA by selecting (i) though (iv) above.

SIRVA has no knowledge concerning the presence of radon gas, asbestos or other toxic or hazardous substances in the Property. However, Buyer shall not interpret SIRVA's lack of knowledge as a representation that the Property is free of radon gas, asbestos or other toxic or hazardous substances. The Buyer hereby agrees to hold SIRVA, and/or their assigns harmless for any subsequent consequences, which may result from radon levels and/or the effects thereof.

IMPORTANT NOTICE - "BUYER BEWARE CLAUSE"

SIRVA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY SORT WHATSOEVER REGARDING THE PROPERTY, ITS CONDITION, VALUE OR SURROUNDINGS AND MAY NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY DAMAGES OR LIABILITY TO BUYER OR ANY OTHER PERSON OR ENTITY. BUYER IS AGREEING TO FULLY RELY ON ITS RIGHT TO INSPECTIONS, TESTS AND SURVEYS GRANTED HEREIN TO DISCOVER ANY UNDESIRABLE OR LATENT CONDITIONS REGARDING THIS PROPERTY, AND ACKNOWLEDGES THAT SIRVA HAS MADE NO REPRESENTATIONS THEREON UPON WHICH BUYER MAY RELY. THE PROVISIONS HEREIN SHALL SURVIVE CLOSING AND DELIVERY OF THE DEED. THE CLOSING OF THIS TRANSACTION SHALL CONSTITUTE BUYER'S FULL AND COMPLETE ACCEPTANCE AND RELEASE OF CLAIMS FOR ALL CONDITIONS AND INSPECTION MATTERS HEREIN.

3. Unenforceability

In the event that any provision, section, or part hereof is held to be void, voidable, unenforceable or illegal, then it shall be severed from the remainder of the agreement and such provision shall be modified by a court of law to be enforceable and legal in such a manner as most nearly conforms to the intentions expressed within this agreement.

4. Arbitration

Any disagreement over the terms or construction of this agreement or any dispute whatsoever arising out of or relating to the sale of the property, this agreement or the condition of the property (including the arbitrability of such a matter) shall be submitted to final and binding arbitration by and under the rules of the American Arbitration Association. In the event that state or local law absolutely and conclusively dictate any other form of arbitration or remediation then said form of arbitration or remediation shall be utilized but shall, to the extent allowed by law, utilize the rules provided hereunder. The decision of the arbitrator shall be final and binding upon the parties and enforceable by any court of competent jurisdiction. The costs of such arbitration and other litigation, including reasonable attorney fees of the other party, shall be paid by the party against which an arbitration award or finding is made. The arbitrator shall be allowed to allocate such costs and fees between the parties in an equitable manner, giving consideration to the intent of this provision. In the event that the findings or award are not conclusively for or against either party.

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- D. The closing of this sale shall constitute acknowledgement that the premises and systems therein and the condition thereof were acceptable at the time the sale was closed.
- E. Buyer shall be permitted a visual inspection the Property no sooner than 72 hours prior to closing to insure that the property is in the proper condition pursuant to this Contract, reasonable wear and tear excepted. This paragraph does not permit buyer to request any new repairs for any matter not previously requested under the Inspection section except to maintain the original condition of the property.
- F. Buyer hereby releases and forever discharges Seller, Seller's agents, subagents, employees, and any other officer, director or partner, or any one of them, or any other person, firm, or corporation who may be liable by or through them from any and all claims, losses or demands which may arise from any condition whether known or unknown as to the Property.
- G. Both parties shall use reasonable good faith efforts to resolve any disputes prior to exercising any termination rights contained in the Contract, Addendum or Riders.
- H. Buyer's deposit or earnest money shall be made payable to SIRVA's listing Broker.
- I. Seller may assign this Contract of Sale without the consent of the Buyer.
- J. Buyer will rely on Buyer's own inquiry with the local sheriff's office or other authority as to registered sex offenders in the area, and will not rely on Seller or any real estate agent involved in the transaction for this information.

11. Facsimile Signature

This Rider to Sales Agreement shall be deemed valid and effective by original or facsimile signature. This Rider to Sales Agreement shall also be valid and effective if signed in Counterparts.

SELLER:

SIRVA Relocation LLC

By: [Signature]

Printed Name: LANCE HYRKAS

Title: REC

Date: 3/19/07

BUYER: [Signature]

Date: 3/16/07

BUYER: [Signature]

Date: 3/16/07

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SIRVA Relocation LLC
3300 Fernbrook Lane, Suite 300
P.O. Box 47300
Plymouth, MN 55447

NOTICE OF AFFILIATED BUSINESS ARRANGEMENTS

In connection with the sale of your current home or the purchase of a new home, it may be necessary for you to obtain certain real estate related services including real estate brokerage, mortgage, title insurance and appraisal services. SIRVA Relocation LLC is pleased to recommend the following companies for your consideration in the use of any such services. Please note that SIRVA Relocation LLC has a beneficial relationship with these companies as they all have common ownership with SIRVA Relocation LLC. Because of this relationship, the referral may provide SIRVA Relocation LLC a financial or other benefit.

Set forth below is a standard list of items for which there may be costs related to each service and the estimated range of fees for the services. Not all fees may be applicable, (depending on the State in which your home is located and, if applicable, your company's relocation policy) and charges for each particular item may vary. Please contact your SIRVA Relocation LLC counselor or real estate agent for more specific information on how our affiliated companies can assist you and provide services to fit your needs.

Mortgage Services: SIRVA Mortgage, Inc.
Possible Closing Fees: Generally .5%-2% of your home value; Fee may include: Application Fee; Appraisal Fee; Attorney's Fees; Credit Report; Document; Preparation Fee; Funding Fee; Processing Fee; Tax Service Fee; Underwriting Fee.

Title Agency/Closing Services: SIRVA Title Agency, Inc.;
Possible title-related Fees: Generally 1% of home value; Fees may include: Title Search Fee; Title Review Fee; Attorney's Fees; Commitment Fee; Escrow Fee; Closing Service Fee.

Real Estate Services: SIRVA Relocation provides real estate referral services to licensed real estate brokers and agents through its real estate services division. In New York, New Jersey and Connecticut SIRVA provides real estate broker services through its DJK division.

Real Estate Broker commissions for home or condominium sales are always negotiable, but usually run between 4%-7% of home or condominium value and are generally paid by the Seller. Commissions for brokerage services for rental properties are generally 10%-12% of the first years rent and are paid by the Lessee.

While we encourage you to use these companies, other settlement service providers exist who may offer similar services and fees. You are not required to use any of these companies. *

Please acknowledge below and promptly return to SIRVA Relocation at your earliest convenience.

Erwin R. Reed
Signature

Carlee Reed
Signature

Name (Please Print) ERWIN R. REED

Name (Please Print) Carlee Reed

Date: 3/16/07

Date: 3-16-07

* Depending on the state, the seller or buyer of property may be permitted to select the Title Company. CONFIDENTIAL: CANNOT BE USED NOR DISSEMINATED, IN WHOLE OR IN PART, WITHOUT WRITTEN CONSENT OF SIRVA RELOCATION LLC. This document was transmitted by and from SIRVA Relocation LLC electronically. It may not be altered or revised in any manner without the express written consent of SIRVA Relocation LLC. Any alterations, additions, deletions or other modifications to the original document shall be void and of no force or effect without the written consent of SIRVA Relocation LLC.



Transferee ID: 85495
Authorization ID: 385335

Addendum to Purchase Agreement Closing Agent Selection Agreement

The parties agree that the closing, escrow, and title agent shall be SIRVA Title Agency, Inc. or its assignee. The parties, because of SIRVA Title's experience in administering relocation home sale transactions, jointly selected SIRVA Title Agency, Inc.

Buyer acknowledges that (s)he has been advised that SIRVA Title Agency, Inc. is an affiliated entity to Seller and Buyer has received an Affiliated Business Disclosure Form.

A title exam and commitment have been or will be obtained by the Seller through SIRVA Title Agency, Inc. or its assignee; the Seller will provide such to the Buyer. SIRVA Title Agency, Inc. or its assignee will issue the title insurance policy and manage and direct the escrow and closing process. The closing will take place at a location mutually agreed upon by the Seller and the Buyer. Indiana Title Insurance Company, LLC has the authority to select a location on behalf of Seller.

The parties commit to provide SIRVA Title Agency, Inc. or its assignee with lender information and any other pertinent information needed to facilitate a timely closing.

Any additional title exams including those required by Buyer's lender (other than an update of the Seller's title exam prior to closing) shall be paid for by the Buyer.

Title insurance, closing and escrow charges will be paid by the parties in accordance with the normal and customary split of charges for the area, or as specified in the Purchase Agreement for the Property referenced below.

(CASH - seller to provide @ seller's cost)

In the event of any disagreements or conflicts between the terms of this Agreement and the Purchase Agreement or other Riders or Addenda, this Agreement shall conclusively govern.

Property Address: 7204 W. St. Andrews Ave
Yorktown, IN 47396

BUYERS INITIALS

[Handwritten initials]

Important: By initialing this paragraph and signing this form, the buyer understands that Indiana Title Insurance Company, LLC has completed the title exam and will issue the title policies. Buyer agrees to inform buyer's mortgage company of this agreement and provide mortgage company a copy of this agreement.

SELLER

SIRVA RELOCATION LLC

By: *[Handwritten signature]*

Date: 3/19/07

BUYER(S)

[Handwritten signature]
[Handwritten signature]

Date: 3/14/07

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