

NOTICE OF AGENCY RELATIONSHIP

When working with a real estate agent in buying or selling real estate West Virginia Law requires that you be informed of whom the agent is representing in the transaction.

The agent may represent the seller, the buyer, or both. The party represented by the agent is known as the agent's principal and as such, the agent owes the principal the duty of utmost care, integrity, honesty and loyalty.

Regardless of whom they represent, the agent has the following duties to both the buyer and the seller in any transaction:

- Diligent exercise of reasonable skill and care in the performance of the agent's duties.
- A duty of honest and fair dealing and good faith.
- Must offer all property without regard to race, color, religion, sex, ancestry, physical or mental handicap, national origin or familial status.
- Must promptly present all written offers to the owner.
- Provide a true legible copy of every contract to each person signing the contract.

The agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

Should you desire to have a real estate agent represent you as your agent, you should enter into a written contract that clearly establishes the obligations of both parties. If you have any questions about the roles and responsibilities of a real estate agent, they can provide information upon your request.

In compliance with the West Virginia Real Estate License Act, all parties are hereby notified that:

(printed name of agent) Tre Kerns, affiliated with

(firm name) Whitetail Properties Real Estate, is acting as agent of:

- The Seller, as listing agent or subagent. The Buyer, as the buyer's agent.
- Both the Seller and Buyer, with the full knowledge and consent of both parties.

CERTIFICATION

By signing below, the parties certify that they have read and understand the information contained in this disclosure and have been provided with signed copies prior to signing any contract.

<p><small>DocuSigned by:</small> <i>John L. Beard, Pres.</i></p> <p>Seller John Beard JR/Michael Harper _____ Date _____</p>	<p>Buyer _____ Date _____</p>
<p><small>DocuSigned by:</small> <i>Michael R Harper</i></p> <p>Seller Michael R Harper _____ Date _____</p>	<p>Buyer _____ Date _____</p>
<p>Seller _____ Date _____</p>	<p>Buyer _____ Date _____</p>

I hereby certify that I have provided the above named individuals with a copy of this form prior to signing any contract.

WV Real Estate Commission
 300 Capitol Street, Suite 400
 Charleston, WV 25301
 304.558.3555
<http://rec.wv.gov>

Agent's Signature Tre Kerns Bryan P. Thompson
Tre Kerns/Bryan Thompson

Date March 6, 2024

This form has been promulgated by the WVREC for required use by all West Virginia real estate licensees.





BEWARE OF WIRE FRAUD



Criminals are targeting e-mail and social media to steal information. This is particularly common in real estate transactions because sensitive data, including social security numbers, bank account numbers, and wire instructions are often sent by electronic means. **Don't be the next victim of wire fraud.** Money wired to a fraudulent account is usually gone forever and there's generally no insurance for this loss.

PROTECT YOURSELF

DO NOT TRUST EMAILS CONTAINING WIRE INSTRUCTIONS

- If you receive an email containing wire transfer instructions, immediately call your escrow officer to ensure the validity of the instructions.

DO NOT TRUST EMAILS SEEKING PERSONAL/FINANCIAL INFORMATION

- If you receive an email requesting personal/financial information or asking you to download, click on a link, send, and/or do anything that may seem unusual to you, call your escrow officer immediately prior to acting on the suspicious email to verify the validity of the email.

MAKE SURE YOU CAN TRUST YOUR SOURCE OF INFORMATION

- Never direct, accept or allow anyone in the transaction to consent to receiving transfer instructions without a direct personal telephone call to the individual allegedly providing the instructions.
- It is imperative that this call be made to a number obtained in person from the individual or through other reliable means, not from a number provided in the email or the wiring.

ONLINE RESOURCES

The Federal Bureau of Investigation www.fbi.gov/scams-and-safety
 The Internet Crime Complaint Center www.ic3.gov
 The National White Collar Crime Center www.nw3c.org/research
 On Guard Online www.onguardonline.gov

VERIFY AND NOTIFY

Before you wire funds to any party (including your lawyer, title agent, mortgage broker, or real estate agent) personally meet them or call a verified telephone number (not the telephone number in the email) to confirm before you act!

Immediately notify your banking institution and Settlement/Title Company if you are a victim of wire fraud.

The undersigned acknowledges receipt of this Wire Fraud Advisory:

DocuSigned by:
John L. Beard, Pms.
4720A5C84F04BB

Client
John L Beard Jr

Date

DocuSigned by:
Michael R Harper
E087455419384D0

Client
Michael R Harper

Date



CONSENSUAL LIMITED DUAL AGENCY

WHITETAIL PROPERTIES REAL ESTATE, LLC

WHITETAIL PROPERTIES REAL ESTATE, LLC is disclosing to you the Company agency policy that defines how the Company will serve its clients and protect their interests. This Company represents both seller clients and buyer clients.

I. COOPERATING WITH OTHER REAL ESTATE COMPANIES

This Company does cooperate with and compensate brokers from other real estate companies who find purchasers for the properties we have listed. We cooperate with and compensate purchaser's brokers only. We do not cooperate with or compensate other brokers acting as sub-agents.

II. WHO WE REPRESENT AS CLIENTS

This Company represents SELLERS as CLIENTS; and we also represent PURCHASERS as CLIENTS. There is a possibility that this Company will practice disclosed consensual limited dual agency as outlined below.

III. WORKING WITH CUSTOMERS

This Company also works with Purchaser Customers but only on a very limited basis.

IV. DUAL AGENCY POLICY

When circumstances require dual agency, we practice CONSENSUAL LIMITED DUAL AGENCY. We only do so when our purchaser client desires to negotiate for the purchase of the property listed with this Company. Then we have two clients involved in one transaction. In such case, this Company can only proceed to represent both the purchaser and the seller in the transaction if both parties, as evidenced by their signature on this document, consent to such representation. The Company will no longer be the exclusive agent of either party. HOWEVER, this Company can still provide SUBSTANTIAL services to each client.

If a Purchaser Client expresses interest in viewing a property listed with this Company, we will show the property.

V. TEN SERVICES THE COMPANY CAN PROVIDE TO BOTH CLIENTS

1. We will treat the Seller and Purchaser fairly and equally in all matters.
2. We will respond accurately to all relevant questions concerning the sale and purchase of the property.
3. We will, as required by State Law, disclose all material facts about the property, including hidden defects.
4. We will act as a source of information concerning financing options, financial qualifications, closing procedures, and similar matters.
5. When requested we will help the Purchaser and Seller arrange for any tests or inspections that may be desired by either party. However, we will not be liable for any injury or damages caused by the firms recommended by this Company.
6. We will assist in preparation of the offer to purchase and/or counteroffers. We will present all offers and counteroffers in an unbiased manner.
7. We will act as a mediator and make recommendations for compromise if a dispute or impasse arises with written permission of both sides.
8. We will work diligently to facilitate the sale and final closing. We will advise all parties when experts should be retained for the protection of the parties.
9. We will disclose to the Seller, to the best of our ability with information furnished to us, whether or not the Purchaser is qualified for the financing to complete the sale.
10. We will provide to all parties, as available from the Multiple Listing Service, information about comparable properties which have CLOSED so you can make an educated decision of the price to accept or offer.

VI. THREE THINGS THAT WILL REMAIN CONFIDENTIAL

1. We cannot, and will not, disclose confidential information that we may know concerning either party, without their written permission. Confidential information is any information that would adversely affect one party or the other's bargaining position.
2. We cannot, and will not, disclose the price the Seller will accept for the property or the amount that the Purchaser is willing to pay.
3. We cannot, and will not, suggest a price or specific terms for the Purchaser to offer or for the Seller to accept.

VII. THE RESPONSIBILITIES OF THE PURCHASERS AND SELLERS IN CONSENSUAL LIMITED DUAL AGENCY

The Purchaser and Seller recognize that, as a result of the limitation placed on the Company by Consensual Limited Dual Agency, they themselves will be responsible for the following items without the assistance of the Company.

1. You will make your own decisions as to what terms and price will satisfy you as a Purchaser or Seller.
2. You will use your own resources, or those of an independent expert, to determine what terms or price you will offer or accept.
3. You will use your own judgment or seek independent legal counsel, if you desire, before executing this consent.
4. Understand that this Company, and its agents, will not aggressively represent the interests of either party to the detriment of the other.

THIS DISCLOSURE IS NOT A SUBSTITUTE OR REPLACEMENT FOR THE NOTICE OF AGENCY RELATIONSHIP AND MAY NOT BE INTERPRETTED TO AMEND, REPLACE, OR REVISE THE NOTICE OF AGENCY RELATIONSHIP.

BY THEIR SIGNATURES, THE BELOW SIGNED CLIENTS CONSENT TO THIS COMPANY ACTING AS A DISCLOSED LIMITED DUAL AGENT SHOULD A DUAL AGENCY SITUATION ARISE. THEY FURTHER CONSENT AND AGREE TO THE TERMS OF THAT CONSENSUAL LIMITED DUAL AGENCY AS SET OUT ABOVE.

DocuSigned by:
John L. Beard, Pres.
47204A5C84F04BB

DocuSigned by:
Michael R Harper
ED8746E4183B4D0

Sellers **John Beard JR/Michael Harper** Date

Purchasers Date

Broker: WHITETAIL PROPERTIES REAL ESTATE, LLC

DocuSigned by:
Tre Kerns
69CF0484D56664D1

DocuSigned by:
Bryan P. Thompson
1A1C2131AE2B48E...

By **Tre Kerns/Bryan Thompson** Date



RESIDENTIAL LISTING WORKSHEET
EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT



PROPERTY INFO

LIST DATE: 03/11/2024 EXPIRATION DATE: 09/11/2024 LIST PRICE \$ 650,000.00 ML #
ST # 5380 DIR PREFIX STREET NAME Wesley Chapel Rd
DIR SUFFIX ST TYPE UNIT # ZIP CODE ZIP+4 STATE WV
AREA Green Bank CITY Green Bank COUNTY Pocahontas
ELEMENTARY SCHOOL JR MIDDLE SCHOOL
SENIOR HIGH SCHOOL
LOT FRONT BACK LEFT RIGHT or ACRES 86.99
TAX ID 38-04-0073-0006-0001 YEAR BUILT 1989 ANNUAL TAXES \$432.72
FRANCHISE OPT-IN Y N

AGENT INFO

LISTING AGENT Tre Kerns/Bryan Thompson PHONE (540) 691-7749
OFFICE Whitetail Properties Real Estate OFFICE # PHONE (217) 285-9000
CO-LIST AGENT NAME CO-LIST PHONE

ADDITIONAL INFO

OWNER NAME John Beard JR/Michael Harper, Michael R Harper OWNER PHONE
DEED 304 PG 268 LEGAL Rosin Run 17.55 AC Rosin Run 3.17 AC Rosin Run 66.27AC
SUBDIVISION HOME ASSOC Y N if Yes ANNUAL FEE HOA \$
CO-BROKERAGE SPLIT 80/20 BUYERS AGENT Y N EXCLUSIVE AGENCY Y N SUB-AGENCY Y N
LOCKBOX # 23 HOUR LISTING Y N
INTERNET Y N (Display Listing on Websites like Realtor.com) IDX Y N (Display Listing on other IDX Participant Web Pages)
VIRTUAL TOUR URL
DIRECTIONS
REMARKS Parcel ID #'s that convey in sale of property (38-04-0073-0006-0002 , 38-04-0073-0003-0000 , 38-04-00073-0006-0001)
Property is being sold fully furnished.
CONFIDENTIAL REMARKS

SELLER(S) ACKNOWLEDGE THIS IS PAGE 1 OF 4 PAGES (INITIALS) (INITIALS)

FEATURES

WATERFRONT **Y** **N** **FARM FEATURES** **Y** **N** **MANUFACTURED/MOBILE HOME** **Y** **N**

<p>TYPE / STYLE (MIN 1)</p> <input type="checkbox"/> 1 Story <input type="checkbox"/> 1-1 1/2 Story <input type="checkbox"/> 2 Story <input type="checkbox"/> 3-Level Split <input type="checkbox"/> 4-Level Split <input type="checkbox"/> A-Frame <input type="checkbox"/> Co-Op <input type="checkbox"/> Condominium <input type="checkbox"/> Contemporary <input type="checkbox"/> Farmhouse <input type="checkbox"/> Manufactured <input type="checkbox"/> Mid-Entry <input type="checkbox"/> Mobile Home <input type="checkbox"/> Modular <input type="checkbox"/> Other <input type="checkbox"/> Patio Home <input type="checkbox"/> Raised Ranch <input type="checkbox"/> Ranch <input type="checkbox"/> Townhouse <p>FLOORING (MAX 4)</p> <input type="checkbox"/> Brick <input type="checkbox"/> Carpet <input type="checkbox"/> Ceramic <input type="checkbox"/> Concrete <input type="checkbox"/> Hardwood <input type="checkbox"/> Marble <input type="checkbox"/> Other <input type="checkbox"/> Parquet <input type="checkbox"/> Slate <input type="checkbox"/> Tile <input type="checkbox"/> Vinyl <input type="checkbox"/> Laminate <p>WATER (MAX 1)</p> <input type="checkbox"/> City <input type="checkbox"/> Other <input type="checkbox"/> Well <p>INTERIOR FEATURES (MAX 6)</p> <input type="checkbox"/> Cable <input type="checkbox"/> Fireplace Insert <input type="checkbox"/> Security System <input type="checkbox"/> Smoke Alarm <input type="checkbox"/> Sump Pump <input type="checkbox"/> Water Softener <input type="checkbox"/> Wet Bar <input type="checkbox"/> Wood Burning Stove <p>FARM FEATURES</p> <input type="checkbox"/> Barn <input type="checkbox"/> Loading Shute <input type="checkbox"/> Outbuilding(s) <input type="checkbox"/> Riding Rink <input type="checkbox"/> Water Trough	<p>CONSTRUCTION (MAX 2)</p> <input type="checkbox"/> Aluminum <input type="checkbox"/> Block <input type="checkbox"/> Brick <input type="checkbox"/> Drivet / Eifs <input type="checkbox"/> Frame <input type="checkbox"/> Log <input type="checkbox"/> Masonite <input type="checkbox"/> Shingle <input type="checkbox"/> Steel <input type="checkbox"/> Stone <input type="checkbox"/> Stucco <input type="checkbox"/> Vinyl <p>WINDOWS (MAX 2)</p> <input type="checkbox"/> Insulated <input type="checkbox"/> Metal <input type="checkbox"/> Non-Insulated <input type="checkbox"/> Storm <input type="checkbox"/> Wood <p>SEWER (MAX 1)</p> <input type="checkbox"/> Aerator <input type="checkbox"/> Community <input type="checkbox"/> Public <input type="checkbox"/> Septic Tank <p>DINING FEATURES (MAX 2)</p> <input type="checkbox"/> Breakfast Area <input type="checkbox"/> Country Kitchen <input type="checkbox"/> Dining Ell <input type="checkbox"/> Eat-In Kitchen <input type="checkbox"/> Formal Separate <input type="checkbox"/> Great Room <p>GARAGE (MAX 3)</p> <input type="checkbox"/> 3 or More Car <input type="checkbox"/> Attached <input type="checkbox"/> Basement <input type="checkbox"/> Carport <input type="checkbox"/> Detached <input type="checkbox"/> Heated <input type="checkbox"/> One Car <input type="checkbox"/> Other <input type="checkbox"/> Pad <input type="checkbox"/> Two Car	<p>ROOF TYPE (MAX 1)</p> <input type="checkbox"/> Comp Shingle <input type="checkbox"/> Flat <input type="checkbox"/> Metal <input type="checkbox"/> Other <input type="checkbox"/> Slate <input type="checkbox"/> Tile <input type="checkbox"/> Wood <p>HEATING (MAX 4)</p> <input type="checkbox"/> Air Cleaner <input type="checkbox"/> Baseboard <input type="checkbox"/> Ceiling <input type="checkbox"/> Coal / Wood <input type="checkbox"/> Floor Furnace <input type="checkbox"/> Forced Air Electric <input type="checkbox"/> Forced Air Gas <input type="checkbox"/> Gravity <input type="checkbox"/> Heat Pump <input type="checkbox"/> Hot-Water <input type="checkbox"/> Humidifier <input type="checkbox"/> Individual / Space <input type="checkbox"/> Oil Heat <input type="checkbox"/> Other <input type="checkbox"/> Wall Heat <p>BASEMENT (MAX 1)</p> <input type="checkbox"/> Full <input type="checkbox"/> None <input type="checkbox"/> Partial <p>APPLIANCES (MAX 6)</p> <input type="checkbox"/> Central Vacuum <input type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input type="checkbox"/> Electric Range <input type="checkbox"/> Gas Range <input type="checkbox"/> Intercom <input type="checkbox"/> Microwave Oven <input type="checkbox"/> Other <input type="checkbox"/> Refrigerator <input type="checkbox"/> Trash Compactor <p>WATERFRONT</p> <input type="checkbox"/> Boat House <input type="checkbox"/> Boat Ramp <input type="checkbox"/> Davits / Hoist <input type="checkbox"/> Dock <input type="checkbox"/> Lake Access <input type="checkbox"/> Lake View <input type="checkbox"/> No Boats <input type="checkbox"/> Pond <input type="checkbox"/> Private <input type="checkbox"/> River Access <input type="checkbox"/> River View <input type="checkbox"/> Skiing Allowed <input type="checkbox"/> Stream / Creek	<p>WALLS (MAX 2)</p> <input type="checkbox"/> Drywall <input type="checkbox"/> Log <input type="checkbox"/> Paneling <input type="checkbox"/> Plaster <p>AIR CONDITIONING (MAX 4)</p> <input type="checkbox"/> Central <input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Other <input type="checkbox"/> Wall <input type="checkbox"/> Window <p>POSSESSION (MAX 1)</p> <input type="checkbox"/> Closing <input type="checkbox"/> Delayed <input type="checkbox"/> Immediate <input type="checkbox"/> Negotiable <p>OUTSIDE FEATURES (MAX 6)</p> <input type="checkbox"/> Breezeway <input type="checkbox"/> Deck <input type="checkbox"/> Fenced Yard <input type="checkbox"/> Invisible Pet Fence <input type="checkbox"/> Patio <input type="checkbox"/> Pool <input type="checkbox"/> Porch <input type="checkbox"/> Privacy Fence <input type="checkbox"/> Storage Building <input type="checkbox"/> Wooded Lot <p>SHOWING INSTRUCTIONS (MAX 4)</p> <input type="checkbox"/> Call LO for Appt <input type="checkbox"/> Lockbox <input type="checkbox"/> Non-MLS Lockbox <input type="checkbox"/> Occupied <input type="checkbox"/> See Remarks <input type="checkbox"/> Vacant <input type="checkbox"/> Call Agent <input type="checkbox"/> Security System
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ROOMS

NUMBER OF ROOMS 7 **FULL BATHS** 3 **HALF BATHS** _____ **BEDROOMS** 3

APPROXIMATE FIN SQ FT	FB	HB	FP	WB
UPPER	_____	_____	_____	_____
MAIN	_____	_____	_____	_____
LOWER	_____	_____	_____	_____

TOTAL SQUARE FOOTAGE 1680

ROOM SIZES	FT	IN	FT	IN	L
LIVING	_____	_____	X	_____	_____
DINING	_____	_____	X	_____	_____
KITCHEN	_____	_____	X	_____	_____
FAMILY	_____	_____	X	_____	_____
REC	_____	_____	X	_____	_____
DEN	_____	_____	X	_____	_____
PRIMARY BR	_____	_____	X	_____	_____
BEDROOM 2	_____	_____	X	_____	_____

ROOM SIZES	FT	IN	FT	IN	L
BEDROOM 3	_____	_____	X	_____	_____
BEDROOM 4	_____	_____	X	_____	_____
OTHER BR	_____	_____	X	_____	_____
UTILITY	_____	_____	X	_____	_____
OTHER	_____	_____	X	_____	_____
OTHER	_____	_____	X	_____	_____
OTHER	_____	_____	X	_____	_____
OTHER	_____	_____	X	_____	_____

SELLER(S) ACKNOWLEDGE THIS IS PAGE 2 OF 4 PAGES SLP (INITIALS) MRH (INITIALS)

BROKER, TERM AND PRICE: In consideration of the services performed by the undersigned REALTOR herein called Broker, a participant in the Kanawha Valley Board of REALTORS Multiple Listing Service (MLS) and the undersigned owner(s), herein called Seller, does hereby give and grant unto the Broker for a period to be known as the "Listing Period" beginning and ending from the dates stated above, the exclusive right to list, market and sell the above-described real property ("the Property"). The Sellers agree that any sale may be FINANCED as follows: VA, FHA, Conventional, Assumption with Release of Liability, Cash, Other N/A , or such other prices and/or terms that the Sellers may accept.

COMMISSION: In the event the Property is sold, traded, or disposed of either by the Broker or any of Broker's salespersons or by Sellers or by anyone else within the Listing Period or any renewal thereof, the Seller agrees and promises to PAY the Broker a commission of 7.000 % of the gross sales price. This commission is the negotiated value of the Broker's services. The Broker's right to the commission shall be perfected and payable when: (1) Seller sells, exchanges, or otherwise transfers, or contracts to sell, the Property during the Listing Period or any renewal, with or without the assistance of the Broker, at the above price and terms or at any other price and terms accepted by the Seller. In such case the commission shall be payable at the close of the sale, exchange or other transfer, or (2) Broker individually or in cooperation with another real estate Broker procures a Purchasers, during the listing period or any renewal thereof, ready, willing and able to buy said property at the price and terms stated herein, or at any other price and terms accepted by the Seller and the Seller is unable or unwilling to consummate the sale upon the accepted terms or upon the terms set out above, if no others have been negotiated, the commission shall be due and payable upon demand. The undersigned Seller specifically authorizes the designated closing officer closing any sale of this property to collect and disburse all commissions due the Broker by reason of the terms of this agreement.

CONTINUATION OF OBLIGATION TO PAY COMMISSION AFTER LISTING PERIOD: Should Seller sell or agree to sell the Property within six (6) months after the expiration of the listing period or any extension thereof or any termination of the agreement, without the services of a licensed real estate Broker, directly or indirectly to anyone who's attention was brought to said property by the Broker or to anyone with whom there has been negotiations relative to sale of said property, or to anyone who has made an offer to purchase said property during the continuation of this agreement, or any renewals thereof, the Seller agrees to pay the above stated commission to the Broker upon demand. In the event it becomes necessary for the Broker to retain an attorney to secure payment of the real estate commission provided for in this agreement in addition to all other sums to which Broker may be entitled, Broker shall be entitled to recover costs of suit and reasonable attorney's fees from Seller. Seller agrees to refer to Broker all inquiries received by Seller during the life of this agreement.

COOPERATION WITH OTHER BROKERS: (Purchaser's Brokers) Sellers authorize the Broker to compensate Purchaser's Broker and the Seller acknowledges and understand that any offer to compensate Purchaser's Broker, and the amount of said compensation is at the sole and exclusive discretion of the Listing Broker.

POSSESSION: Actual PHYSICAL possession of the property will be delivered to any Purchaser within upon days of closing; Possession is subject to the rights of tenants.

DUAL REPRESENTATION: Seller acknowledges that from time to time Real Estate Licensees may elect to represent Purchasers as clients. The Broker DOES DOES NOT represent Purchasers as clients. If the Broker does have Purchasers as clients it is possible for a dual agency to arise. Under State law Brokers MAY represent both the Purchasers and the Sellers in the same real estate transaction. This is known as a "dual agency." This can ONLY occur with the KNOWLEDGE and WRITTEN CONSENT of both the Purchasers and the Sellers. If a Broker does obtain written consent to represent both the Purchasers and the Sellers, there is a limitation on the Broker's ability to represent either party fully and exclusively. The Broker will inform the Seller about the specifics of those limitations, if the situation should arise. Absent your KNOWLEDGE and WRITTEN CONSENT the Broker cannot modify the relationship created by this agreement, which is an exclusive seller's agency.

PROPERTY DEFECTS: Seller hereby acknowledges that it is the duty of the Seller to disclose to any and all prospective Purchasers any defects, which substantially affect the value or habitability of the Property and would not be discovered by Purchasers in the course of a reasonably diligent inspection of the Property. Seller hereby represents to the Broker: (1) That he or she is not aware of any latent defects in the Property or mechanical equipment or other fixtures which have not been set out below or otherwise disclosed to the Broker in writing, AND (2) That no complaints have been made by any governmental body as to the condition of said premises or as to the need of repairs or improvements, AND (3) That the Seller is not aware of any occurrences of any traumatic or unusual event upon the property such as homicides, or suicides, AND (4) That the Seller is not aware of any environmental hazards, EXCEPT ASHEREINAFTER SET OUT: N/A

The Seller in order to protect both the Seller and Broker specifically empowers the Broker to DISCLOSE these latent defects to prospective Purchasers. State law requires such disclosure. If the Seller completes a Seller's Property Condition Disclosure Form, it shall be made available to all prospective Purchasers.

BROKER: Broker agrees to use reasonable efforts and act diligently in attempting to sell the property in accordance with the terms and conditions of this agreement.

LOCKBOX: Broker is is not hereby authorized to place a lockbox containing a key to the improvements on the Property. Seller further acknowledges that neither the Listing Broker, any Salesperson of the Listing Broker, Purchaser's Broker, the Board of REALTORS, or the MLS is an insurer against the loss of Seller's personal property. Seller is advised to verify the existence of, or obtain personal property insurance through Seller's Insurance Agent.

SELLER(S) ACKNOWLEDGE THIS IS PAGE 3 OF 4 PAGES MRH (INITIALS) NBP (INITIALS)

SELLER'S WARRANTY OF INFORMATION: Seller hereby represents and warrants to Broker and all the participants of the Multiple Listing Service and the Kanawha Valley Board of REALTORS that all written information relating to the property provided to the Broker by Seller, including the above profile, is true and correct. Seller agrees to hold Broker, and any cooperating Broker, and the Kanawha Valley Board of REALTORS and MLS harmless from any damages, costs, attorney's fees, or expenses whatever, arising by reason of Seller's withholding of any pertinent information or the giving of any incorrect information. Seller is hereby advised that Broker or any cooperating Broker shall rely upon said written representation as to the truth and accuracy thereof for the purpose of providing said information to prospective Purchasers and for the purpose of giving written notice of said reliance to prospective Purchasers. Seller is further advised that, if said information is false or inaccurate, Seller may be held liable for damages caused by said falsity and inaccuracy. Seller hereby authorizes Broker and any cooperative Brokers to require that all earnest money contracts for the sale of the Property include a written disclosure advising the prospective Purchasers that certain information relating to the Property has been received by Broker and cooperating Brokers from Seller and/or other sources and that Broker and cooperating Brokers do not warrant or guarantee such information.

IMPROVEMENTS AND FIXTURES: All buildings and improvements, including fixtures and all flowers, trees and shrubs on the Property are to remain with the Property and are to be delivered to the Purchasers in as good condition as they are on the date of this agreement, ordinary wear and tear excepted, except as hereinafter provided.

MLS: The Broker is a participant of the Kanawha Valley Multiple Listing Service (MLS) and will file this listing with said services and thereby make a blanket unilateral offer of cooperation to other participants in those services in accordance with the direction of the Seller herein and terms set out above.

MARKETING OF THE PROPERTY: Seller agrees that all members of said services with whom cooperation has been authorized above may cooperate with Broker in procuring or attempting to procure Purchasers for the Property. Broker is authorized, at his/her discretion, to: photograph, record and advertise the Property by any means and methods as Broker deems best; place a "For Sale" sign on the premises and remove all other signs offering the Property for sale; disseminate this listing information to other cooperating Brokers as authorized above; and submit the sales contract price to the Kanawha Valley Board of REALTORS® for publication to its members for their disclosure to bona fide customers and clients. Broker and cooperating Brokers as authorized above are authorized to enter the premises at any reasonable time for the purpose of showing the premises to prospective Purchasers. Seller agrees that the photography and recording noted above may include video recording, virtual tours, live streams, digital marketing, and the like, and Seller expressly authorizes the same to be made and distributed by the Broker, cooperating Brokers, customers and/or clients, in efforts to procuring or attempting to procure Purchasers for the property. Sellers agree to refrain from negotiating with any prospective Purchasers who may contact Seller directly or through a Purchaser's Broker and shall direct all prospects to the Broker and otherwise cooperate fully in Broker's efforts to sell the Property. Sellers agree to cooperate fully in the Broker's efforts to market the Property.

TITLE: Seller further represents that he or she has the ability to deliver a general warranty deed to any Purchasers unless otherwise designated herein: General Warranty (designate special warranty deed, quitclaim deed, or any other exception to general warranty deed). **In the event Seller cannot or does not deliver a clear and marketable title, the Seller is obligated to pay the Broker's commission.**

SELLER'S REPRESENTATIONS: Seller represents that he or she is not now a party to and agrees not to enter into a Listing Agreement with another Broker for the sale or lease of the Property during the terms of this agreement, or any extension thereto. Seller agrees not to rent or lease the Property during the terms of this agreement or any extensions thereto without the prior written approval of the Broker.

FAIR HOUSING: Seller acknowledges that as provided in the Fair Housing Act the property will be offered, shown and made available for sale to all persons without regard to race, color, religion, national origin, sex, family status or disability.

LIMITATIONS OF LIABILITY: Seller agrees that Broker and any cooperating Brokers shall not be responsible in any manner for loss or damage of personal or real property due to vandalism, theft, freezing water pipes, or other damage or loss which may occur. Seller is advised that if the Property will be vacant to notify their Insurance Company and request any necessary coverage to protect the Seller.

WITNESS: The following signatures of the Seller and Broker; Seller acknowledges that he or she has read this entire agreement which consists of this pre-printed agreement with ALL blanks completed. Seller further acknowledges that he or she understands its contents, has reviewed a copy and state there are no other agreements or conditions other than as set forth herein. This agreement is binding upon the parties hereto, their heirs, administrators, executors, successors and assigns. ALL changes in this agreement must be in writing. This agreement is neither subject to cancellation nor revocation.

Signed this date 6th day of, March, 2024
Broker Accepts Employment Hereunder:

Whitetail Properties Real Estate (Broker)

By: Tre Kerns (Salesperson)
Tre Kerns/Bryan Thompson

DocuSigned by:
Bryan P. Thompson
1A1C2131AE2B4E...

Seller John L. Beard, Pres. Date _____
~~John Beard JR/Michael Harper~~

Seller Michael R Harper Date _____
Michael R Harper

Street Address _____
City/State/Zip _____



SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT

TO BE COMPLETED BY SELLER. Please print. Answer every question by checking the appropriate box(s).

Purpose of Statement: This is a statement of the condition of the property and additional information concerning the property owned and being sold by the SELLER. It is not a warranty of any kind by the SELLER or by any agent representing any SELLER in the transaction. It is not a substitute for any inspection. PURCHASER IS ENCOURAGED TO OBTAIN ANY INSPECTIONS PURCHASER DEEMS NECESSARY. The SELLER'S agent has been authorized to provide a copy of the Seller's Property Condition Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the property.

THE FOLLOWING STATEMENTS ARE MADE ONLY BY THE SELLER. THEY ARE NOT REPRESENTATIONS OF, OR REVIEWED BY, ANY BROKER, AGENT OR AGENCY IN CONNECTION WITH ANY ACTUAL OR ANTICIPATED SALE OF THE PROPERTY.

DATE: 3/7/2024 | 12:50 PM CST PROPERTY ADDRESS: 5380 wesley Chapel Road Green Bank, WV

SELLER(S): John L Beard Jr / Michael R Harper

*****PLEASE CHECK ALL APPROPRIATE BOXES AND INITIAL AT THE BOTTOM OF EACH PAGE*****

1. APPLIANCES: Will the property include:

- a. Built-In Vacuum System: Yes [] No [x] Do Not Know [] Is it in working order? Yes [] No [] Do Not Know []
- b. Clothes Dryer: Yes [x] No [] Do Not Know [] Is it in working order? Yes [x] No [] Do Not Know []
- c. Clothes Washer: Yes [x] No [] Do Not Know [] Is it in working order? Yes [x] No [] Do Not Know []
- d. Dishwasher: Yes [x] No [] Do Not Know [] Is it in working order? Yes [x] No [] Do Not Know []
- e. Disposal: Yes [] No [x] Do Not Know [] Is it in working order? Yes [] No [] Do Not Know []
- f. Refrigerator(s): Yes [x] No [] Do Not Know [] Is it in working order? Yes [x] No [] Do Not Know []
Quantity: 1 (If more than one, please explain in comments)
- g. Freestanding Freezer(s): Yes [] No [x] Do Not Know [] Is it in working order? Yes [] No [] Do Not Know []
Quantity: 0 (If more than one, please explain in comments)
- h. Gas Grill: Yes [x] No [] Do Not Know [] Is it in working order? Yes [x] No [] Do Not Know []
- i. Microwave: Yes [x] No [] Do Not Know [] Is it in working order? Yes [x] No [] Do Not Know []
- j. Oven/Range: Yes [x] No [] Do Not Know [] Is it in working order? Yes [x] No [] Do Not Know []
- k. Trash Compactor: Yes [] No [x] Do Not Know [] Is it in working order? Yes [] No [] Do Not Know []
- l. TV Antenna/Dish: Yes [x] No [] Do Not Know [] Is it in working order? Yes [x] No [] Do Not Know []

Purchasers Acknowledge Page 1 of 5 (initials) (initials)

Sellers Acknowledge Page 1 of 5 (initials) (initials)



SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT

2. ELECTRICAL SYSTEM: Will the property include:

- a. **Security System:** Yes No Do Not Know Is it in working order? Yes No Do Not Know
- b. **Ceiling Fan(s):** Yes No Do Not Know Is it in working order? Yes No Do Not Know
- c. **Garage Door Opener(s):** Yes No Do Not Know Is it in working order? Yes No Do Not Know
Remotes: Yes No Do Not Know Is it in working order? Yes No Do Not Know
- d. **Inside Phone Wiring:** Yes No Do Not Know Is it in working order? Yes No Do Not Know
- e. **Generator:** Yes No Do Not Know Is it in working order? Yes No Do Not Know
- f. **Light Fixtures:** Yes No Do Not Know Is it in working order? Yes No Do Not Know
- g. **Sauna:** Yes No Do Not Know Is it in working order? Yes No Do Not Know
- h. **Smoke/Fire Alarms:** Yes No Do Not Know Is it in working order? Yes No Do Not Know
- i. **Switches/Outlets:** Yes No Do Not Know Is it in working order? Yes No Do Not Know
- j. **Vent Fan(s):** Yes No Do Not Know Is it in working order? Yes No Do Not Know
- k. **Circuit Breakers:** Yes No Do Not Know Is it in working order? Yes No Do Not Know
Fuses: Yes No Do Not Know Is it in working order? Yes No Do Not Know

3. Heating and Cooling Systems:

- a. **Heating System:** Electric: Gas: Heat Pump: Solar: Baseboard: Hot Water:
 Other: _____
 Is it in working order? Yes No Do Not Know
- b. **Cooling System:** Heat Pump: Central: Window:
 Other: _____
 Is it in working order? Yes No Do Not Know
- c. **Attic Fan(s):** Yes No Do Not Know Is it in working order? Yes No Do Not Know
- d. **Fireplace(s):** Wood-Burning Wood-Burning Stove Gas Logs
 Other: _____
 Yes No Do Not Know Is it in working order? Yes No Do Not Know
- e. **Has the fireplace/wood stove/chimney/flue been cleaned?** Yes No Do Not Know If yes, when was it last cleaned: _____
- f. **Propane Tank:** Yes No Do Not Know Is it in working order? Yes No Do Not Know
- g. **Humidifier:** Yes No Do Not Know Is it in working order? Yes No Do Not Know
- h. **Air Purifier:** Yes No Do Not Know Is it in working order? Yes No Do Not Know

Purchasers Acknowledge Page 2 of 5 _____ (initials) _____ (initials)

Sellers Acknowledge Page 2 of 5 MSH^{DS} (initials) NSP^{DS} (initials)



SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT

4. Water System:

- a. **Public Water:** **Private Water:** If private, what type: Cistern: Well: Community:
Other: _____
Is it in working order? Yes No Do Not Know
- b. **Public Sewer:** **Private Sewer:** If private, what type: Septic Tank/Leaching Field: Septic Tank Only:
Community: Aeration: Other: _____
Is it in working order? Yes No Do Not Know
- c. **Jetted Bathtub:** Yes No Do Not Know Is it in working order? Yes No Do Not Know
- d. **Hot Tub:** Yes No Do Not Know Is it in working order? Yes No Do Not Know
- e. **Pool:** Yes No Do Not Know Is it in working order? Yes No Do Not Know
If yes, Pool Construction Type: Liner Fiberglass Concrete Tile
Other: _____
- f. **Plumbing:** Yes No Do Not Know Is it in working order? Yes No Do Not Know
- g. **Sump Pump:** Yes No Do Not Know Is it in working order? Yes No Do Not Know
- h. **Underground Sprinkler:** Yes No Do Not Know Is it in working order? Yes No Do Not Know
- i. **Water Heater Type:** Electric Gas Solar Propane Other: _____
Is it in working order? Yes No Do Not Know
- j. **Water Purifier:** Yes No Do Not Know Is it in working order? Yes No Do Not Know
- k. **Water Softener:** Yes No Do Not Know Is it in working order? Yes No Do Not Know

5. Roof:

- a. **Roof Type:** Composite Shingles: Slate: Wood: Metal: Tile: Flat:
Other: _____
- b. Does the roof leak? Yes No Do Not Know
- c. Is there present damage to the roof? Yes No Do Not Know
- d. Comments: _____

6. Hazardous Conditions:

- a. Are you aware of any hazardous conditions such as methane gas, lead paint, radon gas, radioactive material, landfill, mineshaft, expansive soil, toxic material, urea formaldehyde foam, asbestos insulation, mold, mildew, etc.:
Yes No Do Not Know

If yes please describe: _____

Purchasers Acknowledge Page 3 of 5 _____ (initials) _____ (initials)

Sellers Acknowledge Page 3 of 5 MRH NBP
(initials) (initials)



SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT

Other Disclosures: If YES, please explain on Page 5

- a. Are any trees or shrubs diseased or dead? Yes No Do Not Know
- b. Are there any encroachments? (An encroachment occurs when all or part of a structure, such as a building, fence, or driveway, extends beyond the land of its owner or beyond the legal building lines) Yes No Do Not Know
- c. Are there any violations of zoning, building code, or restrictive covenants? Yes No Do Not Know
- d. Have you received any notices by any government or quasi-governmental agency affecting the property? Yes No Do Not Know
- e. Have any substantial additions or alterations been made without a required building permit? Yes No Do Not Know
- f. Has there been any clandestine drug and/or methamphetamine lab or production at the property? Yes No Do Not Know
- g. If the answer to "f." above, was "yes," have you received a certificate of remediation completion for any clandestine drug and/or methamphetamine lab or production at the property? Yes No Do Not Know
- h. Is there any hidden damage due to wind, fire, flood, termites, or rodents? Yes No Do Not Know
- i. Are you aware of any past structural problems? Yes No Do Not Know
- j. Are you aware of any current structural problems? Yes No Do Not Know
- k. Are there current or previous moisture and/or water problems in the basement or crawlspace? Yes No Do Not Know
- l. Is the property located in a flood hazard area? Yes No Do Not Know
- m. Has flooding occurred on the property? Yes No Do Not Know
- n. Has water from any source caused damage inside any structure on the property? Yes No Do Not Know
- o. Are you aware of any unnatural deaths on the property? Yes No Do Not Know
- p. Are any fixtures excluded from sale? Yes No Do Not Know

If yes, please list: _____

Purchasers Acknowledge Page 4 of 5 _____
 (initials) (initials)

Sellers Acknowledge Page 4 of 5 _____
 (initials) (initials)

DS
 JLB

DS
 MRH



SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT

ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Please Print or Type)

Additional Comments Attached YES NO

Other Disclosures: In addition to the disclosure statement made herein, the following facts are known or suspected by me/us which may materially affect the value or habitability of the subject property, now or in the future. (burial sites, murder, suicide, etc.)

The foregoing answers and explanations are true and complete to the best of my/our knowledge. **SELLER** has authority to complete this disclosure form and authorize Whitetail Properties Real Estate, LLC, (Listing Broker and/or Company) to disclose the information set forth herein to other real estate brokers, real estate agents and prospective **PURCHASER** of the property. **SELLER** agrees to hold harmless all brokers and agents in any actual or anticipated sale of the subject property and to defend and indemnify them from any claim, demand, action or proceedings resulting from any omission or alleged omission by **SELLER** in this disclosure statement.

SELLER certifies that the information herein is true and correct to the best of **SELLER's** knowledge as of the date signed by **SELLER**. **SELLER** further agrees to notify **PURCHASER** of any additional items which may become known to **SELLER** prior to closing.

PURCHASER acknowledges receipt of a copy of this statement and understands that this information is a description of the property to the best of seller's knowledge as of the above date. **PURCHASER** understands that this statement is not a warranty of any kind by **SELLER** or any real estate broker or agent in connection with any actual or anticipated sale of the property described herein and therefore agrees to hold harmless all real estate brokers and agents involved in any such transaction. This statement is **NOT** a substitute for any inspections **PURCHASER** may wish to obtain.

Purchasers hereby acknowledge receipt of this disclosure.		Sellers hereby certify this disclosure.	
<hr/>	<hr/>	<small>DocuSigned by:</small> <i>Michael R Harper</i>	3/7/2024 12:50 PM CST
Purchaser	Date	Seller <small>8746E4183B4D0...</small>	Date
<hr/>	<hr/>	<small>DocuSigned by:</small> <i>John L. Beard, Pres.</i>	3/7/2024 5:25 PM PST
Purchaser	Date	Seller <small>42200C24F0A8...</small>	Date

Certificate Of Completion

Envelope Id: 8654BE5B8B964A2BBE0847828581147C	Status: Completed
Subject: Please DocuSign: Seller's Property Condition Disclosure	
Source Envelope:	
Document Pages: 13	Signatures: 16
Certificate Pages: 5	Initials: 14
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Tre Kerns
Time Zone: (UTC-06:00) Central Time (US & Canada)	121 South Madison St
	Pittsfield, IL 62363
	tre.kerns@whitetailproperties.com
	IP Address: 71.79.85.125


Record Tracking

Status: Original	Holder: Tre Kerns	Location: DocuSign
3/6/2024 7:56:02 PM	tre.kerns@whitetailproperties.com	

Signer Events

Tre Kerns
 tre.kerns@whitetailproperties.com
 Salesperson - Land Specialist
 Whitetail Properties Real Estate, LLC
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 50FFD1B1DECC4D1...
 Signature Adoption: Pre-selected Style
 Using IP Address: 71.79.85.125

Timestamp

Sent: 3/6/2024 8:13:30 PM
 Viewed: 3/6/2024 8:13:41 PM
 Signed: 3/6/2024 8:13:49 PM

Electronic Record and Signature Disclosure:
 Accepted: 2/28/2024 7:49:11 PM
 ID: d7e7c58e-fb5c-448c-b697-bca6e02dc815

Bryan P. Thompson
 bryan.thompson@whitetailproperties.com
 Agent
 Whitetail Properties
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 1A1C2131AE2B48E...
 Signature Adoption: Pre-selected Style
 Using IP Address: 67.211.140.75
 Signed using mobile

Sent: 3/6/2024 8:13:52 PM
 Viewed: 3/6/2024 8:14:06 PM
 Signed: 3/6/2024 8:14:30 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Michael R Harper
 wsherrod1015@gmail.com
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 ED8746E4183B4DE...
 Signature Adoption: Pre-selected Style
 Using IP Address: 158.120.77.51

Sent: 3/6/2024 8:13:51 PM
 Resent: 3/7/2024 6:22:34 AM
 Viewed: 3/7/2024 12:04:19 PM
 Signed: 3/7/2024 12:50:06 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/7/2024 12:04:19 PM
 ID: a38c8ae1-3227-4bb4-a71b-63a3e793509e

John L. Beard, Pres.
 bearharp@aol.com
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 47204A5C84F04BB...
 Signature Adoption: Pre-selected Style
 Using IP Address: 174.106.215.143
 Signed using mobile

Sent: 3/7/2024 12:50:09 PM
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 Signed: 3/7/2024 7:25:52 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/7/2024 12:58:13 PM
 ID: 6f7208f2-49cb-40ec-9648-310e1f72284d

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/6/2024 8:13:30 PM
Certified Delivered	Security Checked	3/7/2024 12:58:13 PM
Signing Complete	Security Checked	3/7/2024 7:25:52 PM
Completed	Security Checked	3/7/2024 7:25:52 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Whitetail Properties Real Estate, LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Whitetail Properties Real Estate, LLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: deb.laux@whitetailproperties.com

To advise Whitetail Properties Real Estate, LLC of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at deb.laux@whitetailproperties.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Whitetail Properties Real Estate, LLC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to deb.laux@whitetailproperties.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Whitetail Properties Real Estate, LLC

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to deb.laux@whitetailproperties.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies

- | | |
|--|---|
| | <ul style="list-style-type: none">• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |
|--|---|

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Whitetail Properties Real Estate, LLC as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Whitetail Properties Real Estate, LLC during the course of my relationship with you.