INVOICE

Date: 12/22/2010

Prepared for:
Safe Bank
000 AVE
Anywhere, WA 98004

Property Appraised:

4476 CHANTING CIRCLE SW
PORT ORCHARD, WA 98367

Work Performed:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1004 Appraisal of above referenced property</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

Total Amount Due: $500.00

Please make checks payable to:

EVALUATION CO.
000 CIRCLE
ANYWHERE, WA 98310
APPRAISAL REPORT OF

A Detached Dwelling Located At
4476 CHANTING CIRCLE SW
PORT ORCHARD, WA 98367

AS OF
DECEMBER 20, 2010

PREPARED FOR
SafeBank/Department of Veterans Affairs
000 Ave, Anywhere, WA 98004

PREPARED BY
JASON SNELL
EVALUATION CO.
000 CIRCLE
ANYWHERE, WA 98310
The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

**CONDO/CO-OP PROJECTS**

**MARKET RESEARCH & ANALYSIS**

The data for the total number of listings and the months of housing supply for the previous two periods is not available from the local MLS. The data for the total number of sales and the months of housing supply for the previous two periods is also not available from the local MLS. The data for the total number of listings and the months of housing supply for the previous two periods is not available from the local MLS. The data for the total number of sales and the months of housing supply for the previous two periods is also not available from the local MLS.

**Inventory Analysis**

<table>
<thead>
<tr>
<th>Inventory Analysis</th>
<th>Prior 7–12 Months</th>
<th>Prior 4–6 Months</th>
<th>Current – 3 Months</th>
<th>Overall Trend</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total # of Comparable Sales (Settled)</td>
<td>9</td>
<td>9</td>
<td>7</td>
<td>Declining</td>
</tr>
<tr>
<td>Absorption Rate (Total Sales/Months)</td>
<td>1.50</td>
<td>3.00</td>
<td>2.33</td>
<td>Stable</td>
</tr>
<tr>
<td>Total # of Comparable Active Listings</td>
<td>NOT AVAILABLE</td>
<td>NOT AVAILABLE</td>
<td>NOT AVAILABLE</td>
<td>Declining</td>
</tr>
<tr>
<td>Months of Housing Supply (Total Listings/Ab.Rate)</td>
<td>NOT AVAILABLE</td>
<td>NOT AVAILABLE</td>
<td>3.96</td>
<td>Increasing</td>
</tr>
<tr>
<td>Median Sale &amp; List Price, DOM, Sale/List %</td>
<td>Prior 7–12 Months</td>
<td>Prior 4–6 Months</td>
<td>Current – 3 Months</td>
<td>Overall Trend</td>
</tr>
<tr>
<td>Median Comparable Sale Price</td>
<td>256,713</td>
<td>258,385</td>
<td>257,000</td>
<td>Increasing</td>
</tr>
<tr>
<td>Median Comparable Sales Days on Market</td>
<td>0</td>
<td>0</td>
<td>52</td>
<td>Declining</td>
</tr>
<tr>
<td>Median Comparable List Price</td>
<td>256,713</td>
<td>258,385</td>
<td>262,000</td>
<td>Declining</td>
</tr>
<tr>
<td>Median Comparable Listings Days on Market</td>
<td>NOT AVAILABLE</td>
<td>NOT AVAILABLE</td>
<td>129</td>
<td>Declining</td>
</tr>
<tr>
<td>Median Sale Price as % of List Price</td>
<td>100.00</td>
<td>100.00</td>
<td>99.92</td>
<td>Declining</td>
</tr>
</tbody>
</table>

**Total # of Active Comparable Listings**

- Declining
- Stable
- Increasing

**Total # of Comparable Sales (Settled)**

- Declining
- Stable
- Increasing

**Absorption Rate (Total Sales/Months)**

- Increasing
- Stable
- Declining

**Median Sale Price as % of List Price**

- Declining
- Stable
- Increasing

**Median Sale Price as % of List Price**

- Declining
- Stable
- Increasing

**Median Comparable Sale Price**

- Increasing
- Stable
- Declining

**Median Comparable Sales Days on Market**

- Declining
- Stable
- Increasing

**Median Comparable List Price**

- Increasing
- Stable
- Declining

**Median Comparable Listings Days on Market**

- Declining
- Stable
- Increasing

**Median Sale Price as % of List Price**

- Declining
- Stable
- Increasing

**Are foreclosure sales (REO sales) a factor in the market?**

- Yes
- No

If yes, explain (including the trends in listings and sales of foreclosed properties).

**Seller-(developer, builder, etc.) paid financial assistance prevalent?**

- Yes
- No

**Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.).**

**Data sources include Metroscan, the local multiple listing service, and individual parties that had some interest or connection to the individual sales and listings researched in the course of carrying out this appraisal assignment.**

**Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as the trends in pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.**

**Are foreclosure sales (REO sales) a factor in the market?**

- Yes
- No

If yes, explain (including the trends in listings and sales of foreclosed properties).

**Are foreclosure sales (REO sales) a factor in the project?**

- Yes
- No

If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

**Summarize the above trends and address the impact on the subject unit and project.**

**Signatures**

- Appraiser Name: Jason Snow
- Supervisory Appraiser Name: Supervisory Appraiser Name
- Company Name: EVALUATION CO.
- Company Address: 4478 Charting Circle SW, Port Orchard, WA 98367
- State License/Certification #: 7T01F-T1001TRA
- State: WA
- Email Address: jason@training.tar

**Case No.:** LAPP 46-46-6-5177TRA

**File No.:** 1-0123TRA

**EVALUATION CO.**

**File No. 1-0123STRA**

**Page 3 of 27**

**Freddie Mac Form 71**

**March 2009**

**Fannie Mae Form 1004MC**

**March 2009**
### Uniform Residential Appraisal Report

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

**Property Address**: 4476 Chanting Circle SW  
**City/Port Orchard**  
**State**: WA  
**Zip Code**: 98367

**Borrower**: Mike Thomas  
**Owner of Public Record**: Hope Construction Corp.  
**County**: Kitsap


**Assessor’s Parcel #**: 5547-000-069-009  
**Tax Year**: 2010  
**R.E. Taxes**: $448 (Land Only)

**Neighborhood Name**: The Ridge at the McCormick Woods  
**Map Reference**: Thomas Guide: 621-C4 2007

**Occupant**: Owner  
**Special Assessments**: 0

**Property Rights Appraised**: Fee Simple  
**Leasehold**: Other (describe)

**Assignment Type**: Purchase Transaction  
**Other**: Refinance Transaction, Other (describe)

**Lender/Client**: SafeBank/Department of Veterans Affairs  
**Address**: 000 Ave, Anywhere, WA 98104

**Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal?**  
**Yes**  
**No**

**Report data source(s) used, offering price(s), and date(s)**.

**Contract Price**: $264,795  
**Date of Contract**: 09/10/2010  
**Is the property seller the owner of public record?**  
**Yes**  
**No**

**Did the analysis of the contract for sale or why the analysis was not performed.**

**Arms length sale, analysis of the Purchase & Sale Agreement showed no unusual terms, conditions, or concessions in this transaction.**

**Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower?**  
**Yes**  
**No**

**If yes, report the total dollar amount and describe the items to be paid.** $5,000. The seller has agreed to contribute up to $5,000 towards buyer’s allowable closing costs, prepaid and/or financing subject to securing financing through Quadrant Home Loans.

### Neighborhood Characteristics

<table>
<thead>
<tr>
<th>Neighborhood Characteristics</th>
<th>One-Unit Housing Trends</th>
<th>One-Unit Housing</th>
<th>Present Land Use %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>Urban</td>
<td>Suburban</td>
<td>Rural</td>
</tr>
<tr>
<td>Built-Up</td>
<td>Over 75%</td>
<td>25–75%</td>
<td>Under 25%</td>
</tr>
<tr>
<td>Growth</td>
<td>Rapid</td>
<td>Stable</td>
<td>Slow</td>
</tr>
<tr>
<td>Neighboring Boundaries</td>
<td>The subject area is bounded on the south by the Kitsap/Pierce County line, on the west by Mason County line, on the north by State Highway #3 and State Highway #160, and on the east by</td>
<td>250</td>
<td>Pred</td>
</tr>
</tbody>
</table>

### Utilities

- **Electricity**:  
- **Water**:  
- **Gas**:  
- **Sanitary Slope**:  
- **Street**:  
- **Aley**:  

### FEMA Special Flood Hazard Area

- **Yes**:  
- **No**:  

### Off-site Improvements—Type

- **Public**:  
- **Private**:  

### General Description

- **Units**:  
- **Foundation**:  
- **Exterior Description**:  
- **Interior Description**:  

### Additional Features

- **Special energy efficient items, etc.**

### Note: Race and the racial composition of the neighborhood are not appraisal factors.

### Uniform Residential Appraisal Report

**File #**: 1-01235TRA  
**Page 4 of 27**  
**EVALUATION CO.**  
**Case No**: LAPP 46-46-6-5177TRA  
**File #: 1-01235TRA**

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**For Training Purposes Only**

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**Freddie Mac Form 70**  
**March 2005**  
**Page 1 of 6**  
**Fannie Mae Form 1004**  
**March 2005**
For Training Purposes Only

**Uniform Residential Appraisal Report**

<table>
<thead>
<tr>
<th>FEATURE</th>
<th>SUBJECT</th>
<th>COMPARABLE SALE # 1</th>
<th>COMPARABLE SALE # 2</th>
<th>COMPARABLE SALE # 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>4476 CHANTING CIR SW PORT ORCHARD 98367</td>
<td>4476 CHANTING CIR SW PORT ORCHARD 98367</td>
<td>4476 CHANTING CIR SW PORT ORCHARD 98367</td>
<td>4476 CHANTING CIR SW PORT ORCHARD 98367</td>
</tr>
<tr>
<td>Proximity to Subject</td>
<td>2 BLOCKS SOUTH</td>
<td>2.5 BLOCKS SOUTH</td>
<td>2 BLOCKS SOUTH</td>
<td></td>
</tr>
<tr>
<td>Sale Price</td>
<td>$264,795</td>
<td>$269,560</td>
<td>$270,785</td>
<td></td>
</tr>
<tr>
<td>Data Source(s)</td>
<td>INSP, MLS &amp; PR</td>
<td>MLS; DOM 45</td>
<td>MLS; DOM 33</td>
<td>MLS; 98</td>
</tr>
<tr>
<td>Verification Source(s)</td>
<td>INSP, MLS &amp; PR</td>
<td>AFS 20101220081000</td>
<td>AFS 20101220092500</td>
<td>AFS 20101220094800</td>
</tr>
<tr>
<td>VALUE ADJUSTMENTS</td>
<td>DESCRIPTION</td>
<td>+(-) $ Adjustment</td>
<td>DESCRIPTION</td>
<td>+(-) $ Adjustment</td>
</tr>
<tr>
<td>Sale or Financing Concessions</td>
<td>$5,000 CC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Sale/Time</td>
<td>08/04/2010</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td>N;Res</td>
<td>N;Res</td>
<td>N;Res</td>
<td>N;Res</td>
</tr>
<tr>
<td>Leased/Free Simple</td>
<td>FEE SIMPLE</td>
<td>FEE SIMPLE</td>
<td>FEE SIMPLE</td>
<td>FEE SIMPLE</td>
</tr>
<tr>
<td>Site</td>
<td>Appx: 8,712 sf</td>
<td>6,086 sf</td>
<td>4,792 sf</td>
<td>+ $5,000</td>
</tr>
<tr>
<td>View</td>
<td>N;Res</td>
<td>N;Res</td>
<td>N;Res</td>
<td>N;Res</td>
</tr>
<tr>
<td>Design (Style)</td>
<td>Contemporary</td>
<td>Contemporary</td>
<td>Contemporary</td>
<td>Contemporary</td>
</tr>
<tr>
<td>Quality of Construction</td>
<td>Q4</td>
<td>Q4</td>
<td>Q4</td>
<td>Q4</td>
</tr>
<tr>
<td>Actual Age</td>
<td>AA0/EA0</td>
<td>AA0/EA0</td>
<td>AA0/EA0</td>
<td>AA0/EA0</td>
</tr>
<tr>
<td>Condition</td>
<td>C1</td>
<td>C1</td>
<td>C1</td>
<td>C1</td>
</tr>
<tr>
<td>Gross Living Area</td>
<td>2,309 sf, 2,431 sq. ft.</td>
<td>3,700 sf, 2,846 sf.</td>
<td>-10,100 sf, -2,257 sq. ft.</td>
<td>+1,600 sf, +2,257 sq. ft.</td>
</tr>
<tr>
<td>Basement &amp; Finished Rooms Below Grade</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Functional Utility</td>
<td>AVERAGE</td>
<td>AVERAGE</td>
<td>AVERAGE</td>
<td>AVERAGE</td>
</tr>
<tr>
<td>Energy Efficient Items</td>
<td>INS WINDOWS</td>
<td>INS WINDOWS</td>
<td>INS WINDOWS</td>
<td>INS WINDOWS</td>
</tr>
<tr>
<td>Garage/Carport</td>
<td>2-CAR GAR.</td>
<td>2-CAR GAR.</td>
<td>2-CAR GAR.</td>
<td>2-CAR GAR.</td>
</tr>
<tr>
<td>Porch/Patio/Deck</td>
<td>Porch/Patio</td>
<td>Porch/Patio</td>
<td>Porch/Patio</td>
<td>Porch/Patio</td>
</tr>
<tr>
<td>Fencing</td>
<td>NONE</td>
<td>NONE</td>
<td>NONE</td>
<td>NONE</td>
</tr>
<tr>
<td>Landscaping</td>
<td>AVG - FYO only</td>
<td>AVG - FYO</td>
<td>AVG - FYO</td>
<td>AVG - FYO</td>
</tr>
<tr>
<td>Net Adjustment (Total)</td>
<td>-3,700</td>
<td>-5,100</td>
<td>-4,100</td>
<td></td>
</tr>
<tr>
<td>Adjusted Sale Price of Comparables</td>
<td>Net Adj: -1%</td>
<td>Gross Adj: 2%</td>
<td>$265,800</td>
<td>Net Adj: -5%</td>
</tr>
<tr>
<td>Did</td>
<td>did</td>
<td>did</td>
<td>did</td>
<td>did</td>
</tr>
</tbody>
</table>

My research did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data source(s) NORTHWEST MULTIPLE LISTING SERVICE AND METROSCAN

My research did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data source(s) NORTHWEST MULTIPLE LISTING SERVICE AND METROSCAN

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).
COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) See Comment Addendum

<table>
<thead>
<tr>
<th>Source of cost data</th>
<th>Dwelling 2,309 Sq. Ft. @ $80.00</th>
<th>= $184,720</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality rating from cost service</td>
<td>AVERAGE</td>
<td></td>
</tr>
<tr>
<td>Effective date of cost data</td>
<td>12/2009</td>
<td></td>
</tr>
<tr>
<td>Comments on Cost Approach (gross living area calculations, depreciation, etc.)</td>
<td>PORCH, PATIO, &amp; APPLIANCES</td>
<td>= $5,000</td>
</tr>
<tr>
<td>DATE ASSIGNED</td>
<td>12/17/2010</td>
<td></td>
</tr>
<tr>
<td>DATE FAXED</td>
<td>12/17/2010</td>
<td></td>
</tr>
<tr>
<td>DATE RECEIVED</td>
<td>12/17/2010</td>
<td></td>
</tr>
<tr>
<td>DATE FIRST CONTACTED</td>
<td>12/18/2010</td>
<td></td>
</tr>
<tr>
<td>DATE APPRAISED</td>
<td>12/20/2010</td>
<td></td>
</tr>
<tr>
<td>DATE MAILED</td>
<td>12/22/2010</td>
<td></td>
</tr>
</tbody>
</table>

Depreciated Cost of Improvements........................................................................... = $12,000

"As-is" Value of Site Improvements........................................................................... = $201,720

Indicated Value By Cost Approach.................................................................................. = $201,720

Total Estimate of Cost-New ......................................................................................... = $201,720

Less Physical Functional External Depreciation................................................................ (             )

In the event of a reinspection, it is the lender's/client's responsibility to pay for the reinspection.

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent $ N/A X Gross Rent Multiplier N/A = $ N/A

Indicated Value by Income Approach.............................................................................. = $260,000

PROJECT INFORMATION FOR PUDS (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)?

Yes [ ] No [ ] Unit type(s) Detached [ ] Attached [ ]

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project

Total number of phases

Total number of units

Total number of units for sale

Total number of units sold

Was the project created by the conversion of an existing building(s) into a PUD? Yes [ ] No [ ]

If Yes, date of conversion

Does the project contain any multi-dwelling units? Yes [ ] No [ ]

Data source(s)

Are the units, common elements, and recreation facilities complete? Yes [ ] No [ ]

If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? Yes [ ] No [ ]

If Yes, describe the rental terms and options.

Describe common elements and recreational facilities
This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser’s continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparison to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market’s reaction to the financing or concessions based on the appraiser’s judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser’s certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser’s determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.
APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser’s or supervisory appraiser’s (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an “electronic record” containing my “electronic signature,” as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER’S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser’s analysis, opinions, statements, conclusions, and the appraiser’s certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser’s analysis, opinions, statements, conclusions, and the appraiser’s certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an “electronic record” containing my “electronic signature,” as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature  Jason Snell  
Name  JASON SNELL  
Company Name  EVALUATION CO.  
Company Address  000 CIRCLE  ANYWHERE, WA 98310  
Telephone Number  555-555-7600  
Email Address  JSNELL@TRAINING.SAR  
Date of Signature and Report 12/21/2010  
State Certification # 27017-1700TRA  
or Other (describe) VA APPRAISER #0TRA  
State License #  
Expiration Date of Certification or License 01/13/2013  
ADDRESS OF PROPERTY APPRAISED  
4476 CHANTING CIRCLE SW  PORT ORCHARD, WA 98367  
APPRaised Value of SUBJECT PROPERTY $ 265,000  
LENDER/CLIENT  
Name  Safe Bank/ Dept ov Veterans Affairs  
Company Address 000 Ave, Anywhere, WA 98004  
Email Address  

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature  
Name  
Company Name  
Company Address  
Telephone Number  
Email Address  
Date of Signature  
State Certification #  
State License #  
State  
Expiration Date of Certification or License  

SUBJECT PROPERTY  
☐ Did not inspect subject property  
☐ Did inspect exterior of subject property from street  
Date of Inspection  
☐ Did inspect interior and exterior of subject property  
Date of Inspection  

COMPARABLE SALES  
☐ Did not inspect exterior of comparable sales from street  
☐ Did inspect exterior of comparable sales from street  
Date of Inspection  

For Training Purposes Only
Exhibit 1: Requirements – Condition and Quality Ratings Usage

Appraisers must utilize the following standardized condition and quality ratings within the appraisal report.

**Condition Ratings and Definitions**

**C1**
The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.*

*Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and the recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered “new” if they have any significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

**C2**
The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

**C3**
The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

**C4**
The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

**C5**
The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

**C6**
The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.
Quality Ratings and Definitions

**Q1**
Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

**Q2**
Dwellings with this quality rating are often custom designed for construction on an individual property owner’s site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

**Q3**
Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner’s site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from “stock” standards.

**Q4**
Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

**Q5**
Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

**Q6**
Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.
Exhibit 2: Requirements – Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is ‘Not Updated’ may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage). This would include a complete gutting and rebuild.
## Exhibit 3: Requirements – Abbreviations Used in Data Standardization Text

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Full Name</th>
<th>Appropriate Fields</th>
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<tr>
<td>ac</td>
<td>Acres</td>
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<td>Adjacent</td>
<td>Location</td>
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<td>AdjPwr</td>
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<td>City View Skyline View</td>
<td>View</td>
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<td>CtyStr</td>
<td>City Street View</td>
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<td>Woods</td>
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**SALES COMPARISON APPROACH**

**SALE HISTORY**

- **Address:**
  - 4476 CHANTING CIRCLE SW
  - PORT ORCHARD 98367
  - 854 MYSTERY LN
  - PORT ORCHARD 98367

- **Proximity to Subject:** 3 MILES NORTHEAST

- **Sale Price:** $264,795
  - $250,000
  - $259,000

- **Sale Price/Gross Liv. Area:**
  - 114 sq.ft.
  - 127 sq.ft.
  - 134 sq.ft.

- **Data Source(s):** INSPECTION, MLS & PR

- **Verification Source(s):** AFN 20101101014

**VALUE ADJUSTMENTS**

- **Description:**
  - Leasehold/Fee Simple
  - N/Res

- **Date of Sale/Time:**
  - 08/14/2010
  - 08/11/11

- **Location:**
  - N/Res

- **View:**
  - N/Res

- **Design (Style):**
  - Contemporary

- **Quality of Construction:** Q4

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<tr>
<th>FEATURE</th>
<th>SUBJECT</th>
<th>COMPARABLE SALE #4</th>
<th>COMPARABLE SALE #5</th>
<th>COMPARABLE SALE #6</th>
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<td>854 MYSTERY LN</td>
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<td>854 MYSTERY LN</td>
<td>PORT ORCHARD 98367</td>
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</table>

**Analysis/Comments**

- **Date of Prior Sale/Transfer:**
  - NO PREVIOUS SALE

- **Price of Prior Sale/Transfer:**
  - NO PREVIOUS SALE

- **Data Source(s):** MLS & METROSCAN

- **Effective Date of Data Source(s):**
  - 12/2010

**SALE HISTORY**

- **Date of Prior Sale/Transfer:**
  - NO PREVIOUS SALE

- **Price of Prior Sale/Transfer:**
  - NO PREVIOUS SALE

- **Data Source(s):** MLS & METROSCAN

- **Effective Date of Data Source(s):**
  - 12/2010

**Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).**

**ITEM**

- **SUBJECT**

- **COMPARABLE SALE #4**
  - Sale Price: $264,795
  - Data Source(s): INSPECTION, MLS & PR

- **COMPARABLE SALE #5**
  - Sale Price: $250,000
  - Data Source(s): MLS & PR

- **COMPARABLE SALE #6**
  - Sale Price: $259,000
  - Data Source(s): MLS & PR

**Analysis/Comments**

- **See Comment Addendum**

Title to the subject property has not transferred within the three-year period prior to the effective date of this appraisal. Also, none of the comparables has had a transfer of title within the twelve-month period prior to these most recent sales.
A lot in the Ridge at McCormick Woods subdivision was sold in March of 2010 at a sale price of $125,000. This transaction included this lot as well as two others for a total of three separate lots. The appraiser did not inspect the land sales.

The land sales data has been obtained from public records and the multiple listing service. The appraiser did not inspect the land sales.

The land value estimate is based on a limited number of comparable lot sales in the general area. The land to improvement ratio is typical for this type of property in this area. The land sales data has been obtained from public records and the multiple listing service. The appraiser did not inspect the land sales.

The property is located in an area that carries an R8 zoning classification, which is a single-family residential zone which allows for a density of 8 dwelling units per acre. The purpose of the single family detached/attached residential zones (R8 - up to 8.0 units/net useable acre) and (R12 - up to 12.0 units/net useable acre) is to (a) define areas that allow a greater dwelling unit density - particularly in locations that are well served by the arterial circulation system and community facilities in general, (b) implement comprehensive plan goals and policies for housing quality, diversity, and affordability, and (c) efficiently use residential land, public services, and energy. The minimum lot size in this zone is 5,445 square feet and the subject's site is smaller than that. However, this subdivision was developed under the PUD provision of the Kitsap County Zoning Ordinance which allows for smaller lot sizes. This subdivision was annexed into the City of Port Orchard subsequent to the development of the subdivision, so according to the Port Orchard Department of Community Development, these lots have been accepted as legal building lots.

The improvements are physically possible, economically feasible, and give the greatest return within the existing zoning. As a result, it is concluded that the present use of the site represents its highest and best use.

No apparent adverse easements, encroachments or other adverse conditions on this site, however, there is a 10'-wide utility easement along the street which is typical of all of the lots in the subdivision. These easements do not have any apparent adverse impact on the sites as they are situated in the front yard setback areas and do not have any impact on the building envelop. The subject is an interior site which has generally level topography, has an irregular shape, and is on-grade with the street.

Utilities which serve the site are typical for the area and include electricity, telephone, natural gas, and public water and sewer.

The subject is located in an area that carries an R8 zoning classification, which is a single-family residential zone which allows for a density of 8 dwelling units per acre. The purpose of the single family detached/attached residential zones (R8 - up to 8.0 units/net useable acre) and (R12 - up to 12.0 units/net useable acre) is to (a) define areas that allow a greater dwelling unit density - particularly in locations that are well served by the arterial circulation system and community facilities in general, (b) implement comprehensive plan goals and policies for housing quality, diversity, and affordability, and (c) efficiently use residential land, public services, and energy. The minimum lot size in this zone is 5,445 square feet and the subject's site is smaller than that. However, this subdivision was developed under the PUD provision of the Kitsap County Zoning Ordinance which allows for smaller lot sizes. This subdivision was annexed into the City of Port Orchard subsequent to the development of the subdivision, so according to the Port Orchard Department of Community Development, these lots have been accepted as legal building lots.

The improvements are physically possible, economically feasible, and give the greatest return within the existing zoning. As a result, it is concluded that the present use of the site represents its highest and best use.

Concrete driveway, walk, rear patio, and covered front porch; average landscaping in front yard only; garage walls and ceiling are insulated, sheetrocked, and taped; laminate floors in the entryway, butler's pantry, kitchen, family room, laundry room, and all three bathrooms; carpeting throughout the rest of the house including the stairway; Birch cabinets with formica counter tops; four-piece master bath; large walk-in closet off master bathroom; bedrooms #2 and 3 have smaller walk-in closet, and bedroom #4 has a standard closet.

Concrete driveway, walk, rear patio, and covered front porch; average landscaping in front yard only; garage walls and ceiling are insulated, sheetrocked, and taped; laminate floors in the entryway, butler's pantry, kitchen, family room, laundry room, and all three bathrooms; carpeting throughout the rest of the house including the stairway; Birch cabinets with formica counter tops; four-piece master bath; large walk-in closet off master bathroom; bedrooms #2 and 3 have smaller walk-in closet, and bedroom #4 has a standard closet.

The subject is proposed construction and upon completion of the improvements will not have any physical depreciation, or functional or locational obsolescence. The age-life method of depreciation was used in determining the physical depreciation of the property. The appraiser did not inspect the land sales.

The land value estimate is based on a limited number of comparable lot sales in the general area. The land to improvement ratio is typical for this type of property in this area. The land sales data has been obtained from public records and the multiple listing service. The appraiser did not inspect the land sales.

The property is located in an area that carries an R8 zoning classification, which is a single-family residential zone which allows for a density of 8 dwelling units per acre. The purpose of the single family detached/attached residential zones (R8 - up to 8.0 units/net useable acre) and (R12 - up to 12.0 units/net useable acre) is to (a) define areas that allow a greater dwelling unit density - particularly in locations that are well served by the arterial circulation system and community facilities in general, (b) implement comprehensive plan goals and policies for housing quality, diversity, and affordability, and (c) efficiently use residential land, public services, and energy. The minimum lot size in this zone is 5,445 square feet and the subject's site is smaller than that. However, this subdivision was developed under the PUD provision of the Kitsap County Zoning Ordinance which allows for smaller lot sizes. This subdivision was annexed into the City of Port Orchard subsequent to the development of the subdivision, so according to the Port Orchard Department of Community Development, these lots have been accepted as legal building lots.

The improvements are physically possible, economically feasible, and give the greatest return within the existing zoning. As a result, it is concluded that the present use of the site represents its highest and best use.

Concrete driveway, walk, rear patio, and covered front porch; average landscaping in front yard only; garage walls and ceiling are insulated, sheetrocked, and taped; laminate floors in the entryway, butler's pantry, kitchen, family room, laundry room, and all three bathrooms; carpeting throughout the rest of the house including the stairway; Birch cabinets with formica counter tops; four-piece master bath; large walk-in closet off master bathroom; bedrooms #2 and 3 have smaller walk-in closet, and bedroom #4 has a standard closet.

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The improvements are physically possible, economically feasible, and give the greatest return within the existing zoning. As a result, it is concluded that the present use of the site represents its highest and best use.

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The subject is proposed construction and upon completion of the improvements will not have any physical depreciation, or functional or locational obsolescence. The age-life method of depreciation was used in determining the physical depreciation of the property. The appraiser did not inspect the land sales.

The land value estimate is based on a limited number of comparable lot sales in the general area. The land to improvement ratio is typical for this type of property in this area. The land sales data has been obtained from public records and the multiple listing service. The appraiser did not inspect the land sales.
For Training Purposes Only

PRELIMINARY REASSESSMENT

The appraised value is SUBJECT TO completion of the proposed improvements in accordance with the plans and specification submitted to and reviewed by the appraiser.

CONCLUSIONS

The Cost and Sales Comparison Approaches to value are both given consideration in arriving at the final conclusion of value with the Sales Comparison Approach being given most weight as it reflects recent activity in the market place. The Income Approach has not been utilized as the majority of homes in the area are owner-occupied. As a result, no meaningful rental data is available for the subject.

I hereby certify that the information contained in the exhibits identified below has been employed in arriving at the estimate of reasonable value noted in the report.

The plan number is Plan #2295 Left (Standard) of the 40’ wide 2200 Series. The specifications and purchaser's options are detailed in the Selections Summary Document provided by Hope Construction Homes.

CONDITIONS OF APPRAISAL

The appraised value is SUBJECT TO completion of the proposed improvements in accordance with the plans and specification submitted to and reviewed by the appraiser.

FINAL RECONCILIATION

COST APPROACH COMMENTS (Continued)

The comparables that have been included in this report form a very narrow range of indicated value for the subject ranging from a low of $45,000 requiring a fairly modest upward site adjustment. It is of similar design, quality, age, and condition, and has a more living area. The listing shows that it was listed on April 14, 2010, at $269,785 and a deal was struck at that price on the same date essentially meaning that it was on the market for zero days as this was a pre-sale. It closed on December 8, 2010, at a sale price of $269,300. It sold for just $485 less than the listing price which essentially is a sale to list price ratio of 100%. The seller paid $7,000 towards the purchasers' closing costs, however, this amount is less than the 3% typically paid by sellers in this market and the selling price was not increased above the listed price. Therefore, no adjustment for seller concessions is necessary.

Comparable 2 is located about 2.5 blocks south of the subject and is situated on a much smaller site which has an estimated site value of $45,000 requiring a fairly modest upward site adjustment. It is of similar design, quality, age, and condition, and has a less living area, but otherwise, is quite similar to the subject. This was a pre-sale and the listing date is shown as the same date as the deal was signed around. Therefore, it essentially was not on the market at the time it sold. According to information provided by the seller, the seller paid $7,000 towards the purchasers' closing costs which amounts to 2.6% of the selling price. However, this amount is less than the 3% typically paid by sellers in this market and the selling price was not increased above the listed price. Therefore, no adjustment for seller concessions is necessary. The sale to list price ratio is 100%.

Comparable 3 is located about 2 blocks south of the subject and is situated on a somewhat smaller site which has an estimated site value of $42,500 requiring a very modest upward site adjustment. It is of similar design, quality, age, and condition, and has a little less living area. This was a pre-sale and the listing date is shown as the same date as the deal was signed around. Therefore, it essentially was not on the market at the time it sold. According to information provided by the seller, the seller paid $6,500 towards the purchasers' closing costs which amounts to 2.5% of the selling price. However, this amount is less than the 3% typically paid by sellers in this market and the selling price was not increased above the listed price. Therefore, no adjustment for seller concessions is necessary. The sale to list price ratio is 100%.

Comparable 4 is located about 3 miles northeast of the subject and is situated on a slightly larger site which has the same estimated site value as the subject. It is of similar design, quality, age, and condition, and has less living area. It was listed April 14, 2010, at $269,950 and on August 30, the price was reduced to $259,950. On September 9, 2010, an offer of $250,000 was accepted, and according to the selling agent, the seller paid 3.3% or about $7,600 of the purchasers' closing costs. However, this amount is equal to the 3% that is typically paid by sellers in this market and because the selling price was not increased above the listed price, no adjustment for seller concessions is necessary.

The comparables that have been included in this report form a very narrow range of indicated value for the subject ranging from a low of $260,300 to a high of $265,800. All of them are of similar design, quality, age and condition with the major difference on all of them being the difference in the amount of living area. As a result, all of the sales are given consideration in forming an opinion of the market value of the subject property by the Sales Comparison Approach. All but one of the comparables that have been included in this report are located within the subject's subdivision.

I hereby certify that the information contained in the exhibits identified below has been employed in arriving at the estimate of reasonable value noted in the report.

The plan number is Plan #2295 Left (Standard) of the 40’ wide 2200 Series. The specifications and purchaser's options are detailed in the Selections Summary Document provided by Hope Construction Homes.

CONDITIONS OF APPRAISAL

The appraised value is SUBJECT TO completion of the proposed improvements in accordance with the plans and specification submitted to and reviewed by the appraiser.

FINAL RECONCILIATION

The Cost and Sales Comparison Approaches to value are both given consideration in arriving at the final conclusion of value with the Sales Comparison Approach being given most weight as it reflects recent activity in the market place. The Income Approach has not been utilized as the majority of homes in the area are owner-occupied. As a result, no meaningful rental data is available for the subject.
SKETCH/AREA TABLE ADDENDUM

Borrower/Client: MIKE THOMAS  
Property Address: 4476 CHANTING CIRCLE SW  
City: PORT ORCHARD  
County: KITSAP  
State: WA  
Zip Code: 98367

Lender/Client: SafeBank/Department of Veterans Affairs  
Address: 000 Ave, Anywhere, WA 98004

File No. 1-01235TRA  
Case No. 46-46-5177TRA

Area Calculations Summary

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Total Livable (rounded): 2309

Living Area Calculations

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AREA CALCULATIONS SUMMARY

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LIVING AREA CALCULATIONS

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TOTAL LIVABLE (rounded) 2309
SUBJECT INTERIORS PHOTOS

Borrower/Client  MIKE THOMAS
Property Address  4476 CHANTING CIRCLE SW
City  PORT ORCHARD  County  STATE  Zip Code 98367
Lender/Client  SafeBank/Department of Veterans Affairs

Bedroom 1

Bedroom 2

Bedroom 3

Family Room
### COMPARABLES 1-2-3

<table>
<thead>
<tr>
<th>File No. 1-01235TRA</th>
<th>Page 25 of 27</th>
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<td>SafeBank/Department of Veterans Affairs</td>
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<tr>
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#### COMPARABLE # 1
4596 CHANTING CIR SW PORT ORCHARD

#### COMPARABLE # 2
4598 CHANTING CIR SW PORT ORCHARD

#### COMPARABLE # 3
4548 CHANTING CIR SW PORT ORCHARD
COMPARABLE 4

Borrower: MIKE THOMAS
Property Address: 4476 CHANTING CIRCLE SW
City: PORT ORCHARD  County: KITSAP  State: WA  Zip Code: 98367
Lender/Client: SafeBank/Department of Veterans Affairs
Address: 000 Ave, Anywhere, WA 98004

COMPARABLE #
854 MYSTERY LN
PORT ORCHARD
### Proposed Construction Exhibits

<table>
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"I hereby certify that the information contained in Plan #2295 Left (Standard) of the 40 foot Wide 2200 Series 14 sheets, VA Form 26-1852, Description of Materials, Selections Summary Document provided by Quadrant Homes 6 sheets, and The Ridge at McCormack Woods Division 3 plat Map was used to arrive at the estimate of reasonable value noted in this report.

<table>
<thead>
<tr>
<th>Name</th>
<th>Jason Snell</th>
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<td>Date Signed</td>
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<tr>
<td>Or State License #</td>
<td>VA Appraiser #0TRA</td>
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This is an addendum to the Contract dated 09/10/2010 between Robert Hope Seller, and Mike Thomas Purchaser, on the sale of 4476 Chanting Circle SW, Port Orchard, WA 98367.

The following clauses are made a part of the Contract.

VA Loan:

It is expressly agreed that, notwithstanding any other provision of this Contract, the Purchaser shall not incur any penalty or forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the Contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs (VA). The Purchasers shall, however have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable value established by the VA.

Dorethy Lamour
Selling Agent
Date 09/10/2010

Dorethy Lamour
Listing Agent
Date 09/10/2010

Mike Thomas
Purchaser
Date 09/10/2010

James Smith
Seller
Date 09/10/2010

Purchaser
Date

Seller
Date
REAL STATE PURCHASE AGREEMENT

This CONTRACT OF PURCHASE MADE AS OF September 10, 2010 between Hope Construction Corp. and Mike Thomas, (the “Seller” whether one or more) and ____________________________ (the “Purchaser) whether one or more), is a binding and legal agreement and provides:

1. REAL PROPERTY: Purchaser agrees to buy and Seller agrees to sell the land, all improvements theron located in the (check as applicable)
( ) County or (X) City of Port Orchard, WA and described as (Legal Description);
Lot 65, Block __________, Section __________, Phase __________, Map of The Ridge at McCormick Woods And more commonly known as: 4476 Chanting Circle SW
Together with the items of personal property described in paragraph 10 (the “Property”).

AGENCY DISCLOSURE AND CONFIRMATION

The following agency relationships are hereby confirmed by the signatures below. If a transaction involves Disclosed Dual Agency or Disclosed Designated Agency, the responsibilities of the parties are defined in the Disclosed Dual Agency Consent and Confirmation Agreement or the Designated Agency Consent and Confirmation Agreement which appropriate Agreement has been reviewed and signed prior to signing the Purchase Agreement.

Listing Agent ____________________________ Selling Agent ____________________________

is the agent of (check one) is the agent of (check one)

X the Seller

____ both the Purchaser and the Seller

____ the Purchaser

____ the Seller

Robert Hope 09/10/2010 Mike Thomas 09/10/2010
SELLER DATE PURCHASER DATE

SSELLER DATE PURCHASER DATE

2. ADDENDA: The following addenda are made a part of this Contract

( ) Residential Property Disclosure

( X) Standard Clauses Addendum

( ) Residential Septic System Disclosure

( ) Lead-Based Paint Disclosure

( ) Inspection Addendum

3. OCCUPANCY Disclosure: Purchaser acknowledges that he intends to X occupy ____ not occupy the property as a principal residence.
4. RESIDENTIAL PROPERTY DISCLOSURE: Seller represents that the property ( ) is OR (X) is not subject to the State Residential Property Disclosure Act, which requires the Seller of certain residential property to furnish the Purchaser a property disclosure statement. No representations have been made by Seller regarding parcels adjacent to the Property. The Purchaser should exercise whatever due diligence he or she deems necessary with respect to adjacent parcels prior to settlement on the Property. The Purchaser has been furnished a Residential Property Disclosure Form prior to signing this Contract. If the Disclosure is not furnished prior to the signing of this Contract, Purchaser shall have the right to terminate the Contract at or prior to the earliest of (i) three (3) days after delivery of the Disclosure in person, or (ii) five days after the postmark if the Disclosure is deposited in the United States mail, postage prepaid, and properly addressed to the Purchaser, or (iii) settlement upon purchase of the Property, or (iv) occupancy of the Property by the Purchaser, or (v) the execution by Purchaser of waiver of the Purchaser’s right of termination contained in a written document separate from this Contract, or (vi) the Purchaser making written application to a lender for a mortgage loan where such application contains a disclosure that the right of termination shall end upon the application for the mortgage loan. In order to terminate this Contract, the Purchaser must give written notice to the Seller by hand delivery, United States mail, postage prepaid, and properly addressed to the Seller. Upon Termination by Purchaser, the Deposit shall be refunded in full to the Purchaser.

5. PROPERTY OWNER’S ASSOCIATION DISCLOSURE: Seller represents that the Property (X) is OR ( ) is not located within a development which is subject to the State Property Owners Association Act (the Act). If the property is within such a development, the Act requires the Seller to obtain from the property owners association an association disclosure packet and provide it to the purchaser or notify Purchaser that the packet is unavailable. The information contained in the association disclosure packet shall be current as of a date specified on the association disclosure packet. The Purchaser may submit a copy of the contract to the association with a request for assurance that the information required by the Act previously furnished remains materially unchanged, or, if there have been material changes, a statement specifying such changes. The Purchaser shall be provided with such assurance or such statement within ten days of the receipt of such request by the association. The Purchaser may be required to pay a fee for the preparation and issuance of the requested assurances. The Purchaser may cancel the Contract (a) within 3 days after the Date of the fully executed Contract, if on or before the Date of the fully executed Contract, the Purchaser receives the association disclosure packet or is notified that the association disclosure packet is not available; (b) within 3 days after hand delivered receipt of the association disclosure packet or notice; or (c) within 6 days after the post mark date if the association disclosure packet or notice is mailed to the Purchaser. The Purchaser may cancel this Contract at any time prior to settlement if the Purchaser has not been notified that the association disclosure packet will not be available from the association or the association disclosure packet is not delivered to the Purchaser. Written notice of cancellation shall be made to the Seller within the cancellation period by one of the following methods: (i) hand delivery; (ii) United States mail, postage prepaid provided the sender retains sufficient proof of mailing; (iii) electronic means where the sender retains sufficient proof of the electronic delivery; or (iv) overnight delivery using a commercial service of the United States Postal Service. The sender shall have the burden to demonstrate delivery of the cancellation notice. If this Contract is cancelled pursuant to this paragraph, such cancellation shall be without penalty, this Contract shall terminate and the Deposit shall be refunded in full to the Purchaser in accordance with the procedure defined in Paragraph 11(a) and in accordance with the procedure of the Act. The right to receive the association disclosure packet and to cancel this Contract terminates at settlement.

6. CONDOMINIUM DISCLOSURE: Seller represents that the Property ( ) is OR (X) is not a condominium resale which is subject to the State Condominium Act (the Condominium Act). If the property is subject to the Condominium Act, the Condominium Act requires the Seller to obtain from the unit owners association an association disclosure packet and provide it to the purchaser or notify Purchaser that the packet is unavailable. The information contained in the association disclosure packet shall be current as of a date specified on the resale certificate. The Purchaser may submit a copy of the contract to the unit owners association with a request for assurance that the information required by the Condominium Act previously furnished remains materially unchanged, or, if there have been material changes, a statement specifying such changes. The Purchaser shall be provided with such assurance or such a statement within ten days of the receipt of such request by the association. The Purchaser may be required to pay the same fee charged a unit owner for the resale certificate, if any. In the absence of a written agreement to the contrary, the failure of the unit owners association to provide the statement required by the Condominium Act or the disclosure by such statement that there have been one or more material changes shall render the purchase contract void at the option of the purchaser. The Purchaser may cancel the Contract (i) within 3 days after the Date of the fully executed Contract, if on or before the Date of the fully executed Contract, if the Purchaser received the resale certificate on or before the date that the Purchaser signs the contract (ii) within three days after receiving the resale certificate if the resale certificate is hand delivered; or within six days after the postmark date is the resale certificate is sent to the Purchaser by United States mail. Written notice of cancellation shall be made to the unit owner selling the unit by one of the following methods: (i) hand delivery; (ii) United States mail, postage prepaid provided the sender retains sufficient proof of mailing; (iii) electronic means where the sender retains sufficient proof of the electronic delivery; or (iv) overnight delivery using a commercial service of the United States Postal Service. The sender shall have the burden to demonstrate delivery of the cancellation notice. Such cancellation shall be without penalty, and the unit owners shall cause any deposit to be returned promptly to the Purchaser in accordance with the Condominium Act. The right to receive the resale certificate and the right to cancel this Contract are waived conclusively if not exercised before settlement.

7. MECHANIC’S LIEN DISCLOSURE State law permits persons performing labor or furnishing materials of the value of $50 or more, including the reasonable rental or use value of equipment, for site development improvements and/or for the construction, removal, repair or improvements of any building or structure permanently annexed to the property shall have a lien, if perfected, against the property. This lien may be foreclosed if the lien is not paid within 30 days of the date of issuance of the foreclosure notice. The liens shall be subject to the rights and priorities of any other lienholders already perfected against the property. The liens shall be subject to priority to the rights and priorities of any other lienholders already perfected against the property. The right to receive a copy of the completed or the work theron is otherwise terminated. AN ENFORCEABLE LIEN FOR WORK PERFORMED OR MATERIALS PROVIDED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

8. FAIR HOUSING DISCLOSURE: All offers shall be presented and considered without regard to race, color, religion, sex, handicap, familial status, elderliness or national origin as well as all classes protected by the laws of the United States, the State of ______________, and applicable local jurisdiction.

9. MEGAN’S LAW DISCLOSURE: Purchaser should exercise whatever due diligence Purchaser deems necessary with respect to information on any sexual offenders registered under applicable Federal or State law. Such information may be obtained by contacting your local police department or the Department of State Police, Central Criminal Records exchange, at 111-222-3333 or www.sp.state.state.as.

10. PERSONAL PROPERTY INCLUDED: Included with the sale of the above real estate (if located within said Property at time of signing this agreement, unless otherwise noted) are the following appliances in the kitchen (garbage disposal, range, oven and dishwasher), shades, blinds, curtain and drapery rods, screens and screen doors, storm windows and doors, light fixtures, wall to wall carpeting, laundry tubs, attic fan, smoke and heat detectors, awning, electrical wiring connections for appliances, ceiling fan(s), garage door opener(s), and all other items attached to the real estate and being a part thereof, including all shrubbery and plantings on the Property.
11. PURCHASE PRICE: The Purchase price of the property is Two Hundred Sixty Four Thousand Seven Hundred Ninety Five and 00/100 Dollars ($264,795.00),
which shall be paid to Seller at Settlement, subject to the prorations described herein and/or from the following sources:

(A) DEPOSIT: The Purchaser has made a deposit of Ten Thousand Dollars ($10,000.00) by check, receipt of which is hereby acknowledged. Upon full execution of this Contract by all parties, the Deposit shall be placed in a special escrow account of the Selling Firm to conform with all applicable state and federal requirements. This escrow account may be an interest bearing account. The Purchaser and Seller waive any claim to any interest accrued or earned by such account and acknowledge that any interest shall be disbursed to the Selling Firm. The Deposit shall be held in escrow until (i) credited toward the Purchase Price at settlement; (ii) all parties have agreed in writing as to the disposition; (iii) a court of competent jurisdiction orders disbursement or (iv) disposed of in any other manner authorized by the State Real Estate Board. (See paragraph 18 for additional information on Entitlement to Deposit.)

(B) LENDER'S FIRST TRUST: The sale is subject to Purchaser obtaining:

- CONVENTIAL, FHA, VA, or ( ) other (describe ___________________), a loan secured by a first deed of trust lien on the Property in the principal amount of $264,765.00, amortized over a term of 30 years, bearing interest:
  - at a fixed rate not exceeding 4.6% per year and requiring not more than a total of 3 loan discount points, excluding a loan origination fee
  - at an adjustable rate with an initial rate not exceeding _______% per year and a maximum rate during the term of the loan not exceeding _______% per year and requiring not more than a total of _______ loan discount points excluding a loan origination fee.

(C) BALANCE OF THE PURCHASE PRICE: To be paid by Purchaser in cash, cashier's check, certified check or wire transfer funds at settlement.

12. LOAN APPLICATION: Purchaser will make written application for any loan to which this Contract is subject within 20 business days, as defined in Standard Provision A, after full execution of this Contract and will make every effort to secure the loan and will accept the loan once approved. Making written loan application is defined as completing the loan application and all applicants signing the application, paying for the appraisal and credit report(s). If Purchaser fails to make written application within the time specified, Seller at its option will have the right to terminate the Contract upon notice to Purchaser. If the Purchaser makes timely application and having made every effort, fails to obtain approval on or before 01/30/2011 (date), Purchaser will not be deemed in default, but Seller will nevertheless have the right to terminate the Contract upon notice to Purchaser; in that event, Purchaser will be entitled to refund of the Deposit. Absent such notice from the Seller, the time for loan approval will be automatically extended until Seller notifies Purchaser of termination. In this paragraph the word “approved” with respect to the loan means the written commitment of the lender to make the loan without the fulfillment of conditions dependent upon the actions of third parties, such as the sale of settlement or lease of other real estate or increase in salary unless otherwise agreed to in writing by all parties. If Purchaser makes every effort to obtain the loan, but fails and this Contract is terminated, Purchaser will be entitled to return of the Deposit. The Purchaser grants permission for the Selling Agent and the lender to disclose to the Seller’s Agent general information available about the progress of the loan application and loan approval process.

In the event the lender requires repairs as condition for loan approval, the Purchaser will provide the Seller or Seller’s Agent a copy of the repairs required by the lender as a condition for loan approval as soon as the list of repairs is available from the lender or on or before 11/01/2010 (date), whichever is sooner. Seller shall notify Purchaser in writing within 5 business days after receiving the written list of repairs whether (a) Seller will make the repairs as a condition for loan approval. All repairs made on behalf of Purchaser shall be completed prior to closing and will be performed by a State licensed contractor unless otherwise agreed in writing by all parties, or (b) if Seller is unwilling to correct the problems, the Purchaser will have 5 business days within which to notify Seller in writing if (1) Purchaser elects to make the repairs as condition of loan approval. All repairs made on behalf of Purchaser shall be completed prior to closing and will be performed by a State licensed contractor unless otherwise agreed in writing by all parties. Or (2) Purchaser elects to terminate this contract and receive a refund of the Deposit. In the event Purchaser does not respond in writing within the specified time period, Seller will have the right to terminate the Contract upon notice to Purchaser and the Deposit will be refunded to the Purchaser.

The purchaser shall be in default if settlement does not occur because the Purchaser:

(a) Fails to apply for any loan on the same terms set forth in this Contract; or
(b) Fails to lock-in the interest rate(s) and the rate(s) increase so that the Purchaser no longer qualifies for such financing; or
(c) Fails to comply with lender’s requirements in a timely manner; or
(d) Does not have the funds to settle as provided in this Contract at the time of settlement; or
(e) Fails to notify lender, Seller or Listing Firm promptly of any material adverse change in Purchaser’s financial situation that affects Purchaser’s ability to obtain the financing; or
(f) Makes any act or fails to do any act following the date of full execution of this Contract that prevents the Purchaser from obtaining the financing; or
(g) Makes any knowingly false representations, material omission or other inaccurate submission or statement that result in Purchaser’s inability to secure the financing.

13. INSPECTIONS: This Contract ( ) is OR (X) is not subject to one or more inspections. In the event that Purchaser elects to include inspection contingencies, the Inspection Addendum shall be executed and become a part of this Contract.
14. EQUIPMENT CONDITION AND INSPECTION:

(A) If Purchaser's obligations under this Contract are contingent on a professional home inspection of the primary dwelling, then Purchaser shall be entitled to receive the Property at settlement or occupancy, whichever occurs first, in such condition as determined by such inspection and any negotiation and agreements relating to it. Purchaser and Selling Agent shall have the right to conduct a preoccupancy or presettlement inspection to verify that the condition of the Property conforms to this Contract and that no material damage or changes necessitating repairs have occurred to the Property after the date of this Contract or after any prior inspection of the Property provided for herein. Purchaser shall not be entitled to require Seller to correct defects discovered at a preoccupancy or presettlement inspection but existing as of the time of a prior inspection of the Property if those defects were not reported to Seller in connection with such prior inspection and Seller has not agreed to remedy such defects.

(B) If Purchaser's obligations under this Contract are not contingent on a professional home inspection of the primary dwelling, then Seller warrants that at the time of settlement or occupancy, whichever occurs first, the plumbing (including well, well pump, sump pump, septic system, if any), heating, air conditioning (if any), electrical systems and appliances are in safe working order, there are no structural defects and the roof is free of leaks. Purchaser and Selling Agent shall have the right to conduct a preoccupancy or presettlement inspection to verify that the condition of the Property conforms to this Contract and that no material damage or changes necessitating repairs have occurred to the Property after the date of this Contract. Seller's obligations in this regard are limited by the Remediation Limit set forth in Paragraph 17 of this Contract.

(C) Seller shall provide Purchaser, Purchaser's professional inspectors and engineer, Selling Firm and representatives of Purchaser's lenders reasonable access to the Property to conduct inspections as appropriate and in compliance with this Contract. Seller will have all utilities, systems and appliances that convey in service at the time of all inspections to be conducted pursuant to this Contract, including those provided for in any separate provisions or addendum dealing with inspections of the Property.

(D) Any repairs made shall be made by a State licensed contractor unless otherwise agreed in writing by all parties. If Seller fails to deliver the Property in the condition required by this Paragraph and Standard provisions F, or if the presettlement or preoccupancy inspection reveals material damage or changes necessitating repairs occurring after any prior inspection of the Property, and Seller refuses to make the appropriate repairs, Purchaser shall have the right to terminate this Contract and receive a refund of the Deposit in accordance with procedures defined in Paragraph 11(a) or to waive the repairs and proceed to settlement with no adjustment to the Purchase Price.

15. LEAD-BASED PAINT DISCLOSURE: All parties to this Contract acknowledge that the property was built (   ) before January 1, 1978 or (   ) after January 1, 1978. For all homes built prior to January 1, 1978, a Lead-Based Paint Disclosure is hereby attached and made part of this Contract.

16. SELLER'S AND PURCHASER'S OPTIONS: In the event that the total cost of fulfilling Seller's obligations including Seller's costs in obtaining inspections and any repairs and corrections required by provisions of paragraph 14 Equipment Condition and inspection) of this Contract exceeds $10,000.00 in the aggregate (the "Remediation Limit"), Seller shall have the option to (a) fulfill Seller's obligations fully at Seller's expense or (b) pay or credit the Remediation Limit to Purchaser if lender allows (or contractor of Purchaser's choice) at settlement or (y) terminate this Contract and receive a refund of the Deposit. If no amount is entered in the space in this paragraph, the parties agree that the Remediation Limit shall be $1000.00. The Remediation Limit applies to all of Seller's remediation obligations under this Contract, including all inspections under the Inspection Addendum.

17. DEFAULT: If either Seller or Purchaser defaults under this Contract, the defaulting party, in addition to all other remedies available at law or in equity, shall be liable for the brokerage fee as if this Contract had been performed and for any damages and allow expenses incurred by the non-defaulting party, the Listing Firm and the Selling Firm in connection with this transaction and the enforcement of any provisions of this Contract, including, without limitation, reasonable attorneys' fees and costs, if any. Payment of a brokerage fee as the result of a transaction relating to the Property which occurs subsequent to a default under this Contract shall not relieve the defaulting party of liability for any other fees due in connection with this transaction. Should the Purchaser be the defaulting party, the Selling Firm shall have the right to apply all monies held in escrow toward the brokerage fee and other damages due under this Contract. Purchaser further agrees, should Purchaser be the defaulting party, in addition to standard Contract remedies and damages, to be responsible for all reasonable expenses incurred by Seller in preserving the property and attempting to resell it, including but not limited to interest paid on loans in existence on the property at the time of breach to the time of resale, loss of use and equity, and the difference the net sales proceeds of this Contract and the final net sales proceeds of the resale.

18. CHOICE OF SETTLEMENT AGENT: The State's Consumer Real Estate Settlement Protection Act provides that the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's roll in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in the State and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Variation by agreement: The provisions of the Consumer Real Estate Settlement Protection Act may not be varied by agreement, and rights conferred by this chapter may not be waived. The seller may not require the use of a particular settlement agent as a condition of the sale of the property.
Escrow, closing and settlement service guidelines: The State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from his settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

19. SETTLEMENT POSSESSION: Settlement shall be made at offices of Dewey, Cheatum and Howe, Attorneys at Law on or about 01/03/2011. Possession of the Property shall be given at settlement unless otherwise agreed in writing by the parties. Seller and Purchaser authorize and direct settlement agent to provide a copy of the unified settlement statement for the transaction to the Seller, Purchaser, Listing Firm and Selling Firm.

20. BROKERAGE FEE: Seller represents that he has agreed to pay a total brokerage fee as per the Listing Agreement (brokerage fee). In the event that this is a cooperative sale, the Selling Firm is to receive 7,898.85 and the Listing Firm is to receive the remainder of the total brokerage fee. Seller hereby authorizes and directs the settlement agent to disburse the Listing Firm and Selling Firm firm Seller’s proceeds the respective portions of the fee at settlement.

21. ASSIGNABILITY: This Contract ( ) may OR ( ) may not be assigned without the written consent of the Purchaser and Seller. If the Purchaser and the Seller agree to writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until settlement.

22. FACSIMILES: One or more counterparts to this contract may be signed, all of which shall be considered the same instrument. Each of the counterparts shall be an enforceable original. Signed documents and counterparts received via electronic or facsimile transmission shall be considered originals and are likewise enforceable.

23. ATTORNEY’S FEES: In any action or proceeding involving a dispute between the Purchaser, the Seller, the Listing and/or Selling Firm arising out of this Contract, or to collect the Brokerage Fee, the prevailing party shall be entitled to receive from the other party reasonable attorneys’ fees to be determined by the court or arbitrator(s).

24. TITLE: At Settlement, Seller shall convey the Property to the Purchaser by a General Warranty deed containing English Covenants of Title. Free of all encumbrances, tenancies and liens (except for taxes not yet due and payable), but subject to such restrictive covenants and easements of record which do not unreasonably impair the use of the Property for its intended purpose and render the title unmarketable.

25. EXPENSES AND PRORATIONS: Seller agrees to pay the expense of preparing the deed and owner/seller affidavit, Seller’s settlement fee, certificate for non-foreign status and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with this purchase shall be borne by the Purchaser. All taxes, assessment, interest, rent, escrow deposits and other ownership fees, if any shall be prorated as of the date of settlement.

26. ADDITIONAL TERMS: (Use this space for additional terms not covered in this Contract).

27. MISCELLANEOUS: This Contract represents the entire agreement between Seller and Purchaser and may not be modified or changed except by written instrument executed by the parties. This Contract shall be construed, interpreted and applied according to the laws of the State and the Seller and Purchaser hereby bind themselves, their heirs, successors, assigns, executors and/or administrators for the faithful performance of the Agreement. UNLESS OTHERWISE PROVIDED HEREIN, THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER HEREIN AND ALL OTHER PROVISIONS OF THIS CONTRACT SHALL BE DEEMED MERGED INTO THE DEED DELIVERED AT SETTLEMENT AND SHALL NOT SURVIVE SETTLEMENT.
All parties that have an ownership interest in the Property must sign the Contract as a Seller.

SELLER: Robert Hope (SEAL)
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   Home Office
   Fax Cell
   Email

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