

COUNSELORS TITLE, LLC

Darby, Nalls, Smyth & Muldoon, LLC
GENERAL COUNSEL

SETTLEMENT AGREEMENT AND DISCLOSURE

Case No.: VA Seller

Buyer(s)/Borrower(s):

Bob Buyer
Betty Buyer

Seller(s)/Owner(s):

Sam Seller
Suzie Seller

Property:

Lender:

In reference to this case, the undersigned does agree, understand and affirm to the best of his/her knowledge that:

1) ACKNOWLEDGEMENT OF RECEIPT: The Purchaser(s)/Borrower(s) and Seller(s)/Owner(s) do hereby acknowledge receipt of a copy of the settlement statement and do approve and accept the same as a correct representation of the agreement. COUNSELORS TITLE, LLC ("Settlement Agent") has no liability for matters not appearing of record subsequent to the date of the title examination. The parties hereby acknowledge notification that COUNSELORS TITLE, LLC, as the title insurance agent, receives a commission on the title insurance premium.

2) SETTLEMENT STATEMENT: The Seller(s) or Owner(s) state that there are no unpaid obligations affecting the property other than those shown on the settlement statement. The parties further state that those matters listed on the settlement statement are true and correct. The Seller(s)/Owner(s) further guarantee the prompt and immediate payment, release and full satisfaction of all unpaid liens/bills affecting said property not shown on the settlement statement and hereby indemnifies and holds harmless the Settlement Agent from the same.

3) THIRD PARTY INFORMATION: The parties understand and agree that the accuracy of third-party information furnished to COUNSELORS TITLE, LLC as to contract provisions, taxes, assessments, balances on notes secured by mortgages, deeds of trust and other evidences of indebtedness, as well as the amount of escrow funds, lender charges and similar items are not guaranteed by COUNSELORS TITLE, LLC. COUNSELORS TITLE, LLC does not guarantee the accuracy of this information and the parties acknowledge that they will be responsible as to any discrepancies affecting them.

4) LIABILITY: It is understood and agreed that COUNSELORS TITLE, LLC has no liability, express or implied, for notices of and/or actual violations of governmental orders or requirements, if any, issued by any department, office or other authority of local, state, county or federal government as to occupancy, zoning and/or similar laws, truth-in-lending or consumer protection regulations and/or ordinances.

5) FDIC WAIVER: The undersigned does hereby understand and agree that the Federal Deposit Insurance Corporation ("FDIC") coverages apply only to the maximum amount for each individual depositor provided by law. The funds for this settlement are being deposited in Bank of Georgetown for disbursement. We understand that the Settlement Agent assumes no responsibility for, nor will we hold the same liable for, loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's account to exceed FDIC coverage and that the excess amount is not insured by the FDIC or that FDIC insurance is not available on certain types of bank instruments. COUNSELORS TITLE, LLC' escrow account is maintained and administered in accordance with the Commonwealth of Virginia's CRESA laws. Unless otherwise provided for by separate agreement, no interest shall be paid to any party in connection with this transaction.

6) CLOSING CONDITIONS: The Purchaser(s)/Borrower(s) and Seller(s)/Owner(s) agree that settlement is not complete until the following conditions have been met:

- a) All funds in the form of certified funds have been received and have cleared our escrow account;
- b) All checks (including assignment of funds check) are received and have cleared our escrow account;
- c) All documents [both Purchaser(s)/Borrower(s) and Seller(s)/Owner(s)] have been properly executed and delivered;
- d) All lender's requirements have been fulfilled; and,
- e) The title search to the property has been brought current to the time of recordation.

7) DISBURSEMENT: In accordance with Virginia law, no disbursements shall be made in connection with this transaction until the instruments executed in connection with this transaction have been recorded among the applicable land records and title has been continued to the time of recording and no adverse matters affecting title have been discovered.

8) ADJUSTMENTS: The parties understand and agree that COUNSELORS TITLE, LLC may make any subsequent corrections and proper adjustments in the event any information and/or items on the settlement statement are incorrect, or if funds collected for any item prove to be insufficient, and agree to pay and/or reimburse COUNSELORS TITLE, LLC any further sums found to be due since all computations and entries

COUNSELORS TITLE, LLC

Darby, Nalls, Smyth & Muldoon, LLC
GENERAL COUNSEL

Page 2

on this settlement statement are subject to final audit. If any legal action is required to collect any such sums, the parties agree to pay all costs and reasonable attorney's fees directly resulting from necessary collection actions.

9) CORRECTION AGREEMENT – LIMITED POWER OF ATTORNEY: The undersigned Purchaser(s)/Borrower(s) and Seller(s)/Owner(s), for and in consideration of the Lender funding the closing of the loan and the Settlement Agent closing this transaction, agree that, if requested by the Lender or COUNSELORS TITLE, LLC, to fully cooperate and adjust all typographical or clerical errors discovered in any or all of the closing documentation presented at settlement.

The undersigned appoint COUNSELORS TITLE, LLC and its authorized representatives as their attorney-in-fact, to correct any such errors, place our initials on documents where changes are made, and/or sign our names to any document or form. In the event this procedure is utilized, the party involved shall be notified and receive a copy of the amended document.

10) ACKNOWLEDGEMENT OF LEGAL REPRESENTATION: It is acknowledged that the law firm of Darby, Nalls, Smyth & Muldoon, LLC (the "Law Firm") acts as legal counsel to COUNSELORS TITLE, LLC. In the event that one of the attorneys of the Law Firm has been requested to conduct the settlement, the undersigned Purchaser(s)/Borrower(s) and/or Seller(s)/Owner(s) acknowledge that such attorney, as legal counsel to COUNSELORS TITLE, LLC, is not representing either Purchaser(s)/Borrower(s) or Seller(s)/Owner(s) and that no attorney-client relationship is being created as a result of such attorney conducting the settlement.

11) CERTIFICATE OF TRUE IDENTITY: The undersigned does certify and agree that they are the actual parties of record to this transaction and that the representations made to the Settlement Agent with regard to identity are true and correct.

Dated this .

Bob Buyer

Sam Seller

Betty Buyer

Suzie Seller

Notary Public
My Comm. Exp.:

Notary Public
My Comm. Exp.:

Seller's forwarding address:

E-Mail address: _____

Seller's phone numbers: Work _____ Home _____

Cell/Mobile _____

Purchaser's forwarding address:

E-Mail address: _____

Purchaser's phone numbers: Work _____ Home _____

Cell/Mobile _____

Attached is Certified To Be a True and Correct Copy of the Original Settlement Statement.

COUNSELORS TITLE, LLC

By: _____

Date:

VA - BATCH - VA SALE-Sale

COUNSELORS TITLE, LLC

Darby, Nalls, Smyth & Muldoon, LLC
GENERAL COUNSEL

CERTIFICATION

Case No.: VA Seller

Buyer(s)/Borrower(s):

Bob Buyer
Betty Buyer

Seller(s)/Owner(s):

Sam Seller
Suzie Seller

Property:

Lender:

I have carefully reviewed the HUD-1 SETTLEMENT STATEMENT and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 SETTLEMENT STATEMENT.

Effective Date:

Purchaser(s)/Borrower(s):

Seller(s):

Bob Buyer

Sam Seller

Betty Buyer

Suzie Seller

To the best of my knowledge, the HUD-1 SETTLEMENT STATEMENT which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

COUNSELORS TITLE, LLC

By: _____

Date: November 5, 2008

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY OTHER SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND INPRISONMENT. FOR DETAILS, SEE TITLE 18 U.S. CODE, SECTION 1001 AND SECTION 1010.

HUD Certification

COUNSELORS TITLE, LLC

Darby, Nalls, Smyth & Muldoon, LLC
GENERAL COUNSEL

DISBURSEMENT AUTHORIZATION

Re: Property:

We hereby authorize COUNSELORS TITLE, LLC to disburse the proceeds of the sale/refinance of the above property, after paying the costs, in one (1) check or wire made payable to the Seller(s)/Borrower(s) unless otherwise stated herein:

1) **ONE CHECK PAYABLE TO:** _____
ADDRESS: _____

2) **ONE WIRE TRANSFER TO THE FOLLOWING ACCOUNT:**
BANK NAME: _____
CITY: _____ **STATE:** _____
ABA #: _____
ACCOUNT NAME: _____
ACCOUNT #: _____

NOTE: Some banking institutions may impose a fee to accept incoming wire transferred funds. I acknowledge this fee may be charged to me by my bank and will not hold COUNSELORS TITLE, LLC responsible for payment of such fee.

COUNSELORS TITLE, LLC has relied on the above information for the transfer of funds. We will not be held responsible for the delay in receipt of these funds in the event the above information is insufficient to affect the transfer of funds.

3) **MULTIPLE CHECKS:** \$ _____ TO _____
address: _____
\$ _____ TO _____
address: _____
\$ _____ TO _____
address: _____

4) The balance of any escrow is to be disbursed to: _____

Date:

Sam Seller

Suzie Seller

Split BATCH - VA SALE

COUNSELORS TITLE, LLC

Darby, Nalls, Smyth & Muldoon, LLC
GENERAL COUNSEL

Re: Settlement Date: November 5, 2008
Purchaser(s): Bob Buyer, Betty Buyer
Seller(s): Sam Seller, Suzie Seller
Property Address:

Brief Legal:
Our File No.: VA Seller

The following individuals were present at the above referenced settlement:

PRINTED NAME

SIGNATURE

PRINTED NAME

SIGNATURE

PRINTED NAME

SIGNATURE

PRINTED NAME

SIGNATURE

PRINTED NAME

SIGNATURE

PRINTED NAME

SIGNATURE

PRINTED NAME

SIGNATURE

PRINTED NAME

SIGNATURE

VA – Attendance Form

**SELLER'S SUPPLEMENTAL DISCLOSURE
AS REQUIRED BY THE VIRGINIA RESIDENTIAL
PROPERTY DISCLOSURE ACT**

SETTLEMENT DATE:

ADDRESS OF THE PROPERTY:

A. If a Residential Disclosure Statement was provided to the Purchaser, please complete the following:

1. Date Seller Signed Residential Property Disclosure Statement: _____

2. () I/We certify that to the best of my/our knowledge, as of the settlement date the condition of the property described above is substantially the same as it was when I/we completed the Residential Property Disclosure Statement.

() I/We certify that, to the best of my/our knowledge, as of the settlement date, the condition of the property described above is substantially the same as it was when I/we completed the Residential Property Disclosure Statement except for the following material changes in the condition of the property:

_____ (____ / ____)

_____ (____ / ____)

_____ (____ / ____)

_____ (____ / ____)

_____ (____ / ____)

_____ (____ / ____)

_____ (____ / ____)

_____ (____ / ____)

_____ (____ / ____)

B. I/We are not subject to VA Code Section 55-522 requiring supplemental disclosure because:

() I/We did not provide a disclosure statement, but rather provided the purchaser with a disclaimer statement.

() This transaction is exempt from the provisions of the Virginia Residential Property Disclosure Act pursuant to VA Code Section 55-518.

Purchasers:

Sellers:

Bob Buyer

Sam Seller

Betty Buyer

Suzie Seller

FIRPTA AFFIDAVIT

STATE/DISTRICT OF _____ :
:ss:
COUNTY/CITY OF _____ :

The undersigned, being first duly sworn according to law, deposes and states, according to its first-hand information and belief, as follows:

1. That the testimony herein relates to the certain Purchase Agreement (the "Agreement"), by and between Sam Seller, Suzie Seller, (collectively the "Seller") and Bob Buyer, Betty Buyer, (collectively the "Buyer"), with respect to certain real estate known as _____, (the "Premises") and partnership interests with respect thereto.
2. Seller is selling, transferring and conveying control of the Premises to Buyer pursuant to the Agreement.
3. The undersigned is delivering this Affidavit for the purposes of informing Buyer that withholding of tax is not required upon the sale, transfer, and conveyance of control of the Premises by the undersigned.
4. The undersigned is not a foreign person, a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in Section 1445 of the Internal Revenue Code and the treasury and income tax regulations promulgated thereunder.
5. That the U.S. Employer Tax Identification Number or Social Security Number of the undersigned is as set forth below and that the undersigned intends to file a U.S. Income Tax Return reporting the transfer of control of the Premises.
6. That the undersigned understands that this Affidavit may be disclosed to the Internal Revenue Service by Buyer and that any false statement contained herein could be punished by fine, imprisonment, or both.

_____(SEAL)
Sam Seller
Tax ID No.:

_____(SEAL)
Suzie Seller
Tax ID No.:

_____(SEAL)
Tax ID No.:

_____(SEAL)
Tax ID No.:

Sworn to and subscribed before me this.

Notary Public
My Comm. Exp.:

BATCH - VA SALE-VA

Virginia Department of Taxation Nonresident Real Property Owner Registration

(Do not complete if exemptions on Form R-5E apply)

Part I. Nonresident Payee

SSN, Fed. Employer Identification #, or Virginia Business Account #
Name Sam Seller, Suzie Seller
(If Trust) Name and Title of Fiduciary
Address (of Fiduciary if Trust) Number & Street or Rural Rout & Box #
City or Town, State and ZIP Code

PARTNERSHIPS, S-CORPORATIONS, ESTATES and TRUSTS must provide the above information on all nonresident partners, shareholders and beneficiaries on Form R-5P. Substitute schedules may be used provided the same format is followed.

Part II. Type of Entity (check one and enter total shares)

Individual	<input type="checkbox"/>	C-Corp	<input type="checkbox"/>
Trust/Estate	<input type="checkbox"/>	Partnership	<input type="checkbox"/>
LLC	<input type="checkbox"/>	S-Corp	<input type="checkbox"/>
Check here if filing a unified individual income tax return for nonresident shareholders or partners <input type="checkbox"/>			
Total number of partners, shareholders or Beneficiaries.....Total _____			

Part III. Property Information

If more than one piece of property is being rented or sold, attach a separate schedule listing the legal description of each property.

Legal Description
Address (Number and Street or Rural Route and Box Number)
City or County

Part IV. Check either Sales and/or Rentals

and complete the appropriate information

<input type="checkbox"/> Rental Average Gross Monthly Rental Income.... \$ _____ First date property placed in service by nonresident payee / / (mon/ day/ year)	<input type="checkbox"/> Sales Gross Proceeds from Sale..... Date of Closing..... Installment Sale: Date Payments Begin.. / / (mon/day / year) Date Payments End..... / / (mon/ day/ year)
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Part V. Broker or Real Estate Reporting Person

SSN, Fed. Employer Identification #, or Virginia Business Account#
Name COUNSELORS TITLE, LLC,
Address (Number and Street) 4400 Jenifer Street, NW, Suite 200
City or Town, State and ZIP Code Washington, D.C. 20015

For Assistance:

Write to: Department of Taxation
Office of Customer Services
P.O. Box 1115
Richmond, VA 23218-1115

Call: 804-367-8031

Internet: www.tax.state.va.us

To get forms: 804-236-2760 or 2761

I, the undersigned, do declare under penalties provided by law the information provided in Parts I, II, III, IV and V is true, correct and complete to the best of my knowledge and belief.

Signature _____ Date _____

Mail this certificate to: Department of Taxation, P.O. Box 2390, Richmond, VA 23218-2390

AFFIDAVIT OF PAYMENT

STATE/DISTRICT OF _____ :
:ss:
COUNTY/CITY OF _____ :

COMES NOW the Affiant(s), Sam Seller, Suzie Seller, who, being duly sworn under oath, depose and affirm the following pursuant to the provisions of Section 43-13.3 of the Code of Virginia (1950 as amended):

1. That I/We have been the owner(s) of the property described below for at least 123 days prior to the date hereof: .
2. That all persons performing labor or furnishing materials in connection with any improvements on such property, and with whom I/we are in privity of contract, have been paid in full except for the following:

(See attached for list of names, addresses and amounts payable OR if NONE, please state "NONE")

WITNESS the following signature(s) and seal(s):

Sam Seller

Suzie Seller

Sworn to and subscribed before me this.

Notary Public
My Comm. Exp.:

FIRST AMERICAN TITLE INSURANCE COMPANY

Case No.: VA Seller

EAGLE OWNER'S AFFIDAVIT

Street Address of Subject Property:

STATE OF MARYLAND, to wit:

THIS DAY, there personally appeared before the undersigned, a Notary Public in and for the State of , duly commissioned, the undersigned Owner(s) of the captioned property, who, being first duly sworn, depose(s) and say(s) as follows:

1. That I/we are a) of legal age, b) have legal capacity to act for myself/ourselves, c) are all of the owners of the subject property, d) are the same persons named in the title Deed, and e) are citizens of the United States.
2. The property is currently used as a residence.
3. The street address of the property is correct as shown at the heading of this Affidavit.
4. No one has ever questioned or disputed my/our ownership of the property.
5. That there are no disputes with any adjoining property owners or with any parties or persons as to use or location of any improvements (including fences, driveways, structures, etc.) nor disputes regarding location of property lines.
6. Our access to and from a public street has never been questioned or limited in any way.
7. That I/we are not a party to any pending lawsuits in any Court.
8. That no proceedings in bankruptcy have been instituted by or against the undersigned in any Court.
9. That there are no liens or encumbrances (Mortgages, Deeds of Trust, Judgments, Tax Liens, Mechanic's Liens, Unpaid Homeowners or Condominium Association Dues or Assessments, etc.) known to me/us which are not being paid or adjusted for in this current transaction.
10. That all labor and materials used in construction of improvements, repairs, or modifications to this property have been paid for, and there are now no unpaid bills for labor or material against the improvements or property. I/we have not received notice of any mechanic's lien claim.
11. That there are no unrecorded and/or outstanding leases, contracts, options or agreements affecting this property (other than the contract or option which is the subject of the present transaction) which have not been disclosed to First American Title Insurance Company or its agent in writing.
12. That I/we know of no violations of subdivision or lot division laws, nor do we know of any violations of any zoning laws regarding this property.
13. That all taxes, charges, dues, water and sewer bills and charges, and other assessments payable in connection with this property have been paid through the date of the herein affidavit unless payment has been provided for on the HUD-1 Settlement Statement used in the current transaction; and the undersigned have not received notice from any Governmental agency that work is required to be done to the subject property which will result in future charges.
14. That I/we are not receiving the benefit of any real property tax credits or preferential assessments which may not continue as credits or preferential assessments to any purchaser of this property.
15. That no Governmental authority has notified me/us of any violations, abatement notices, or condemnations.
16. That I/we have no knowledge of any violations of neighborhood restrictions and/or homeowners or condominium association restrictions or by-laws with respect to this property.
17. That I/we are not aware of any problems regarding the issuance of a building permit or failure to obtain a building permit regarding this property.
18. That this property is occupied by the undersigned and undersigned's family. No other persons are in possession of this property.
19. That the marital status of the undersigned is: Single _____ or Married _____. (NOTE: If married, the undersigned have not been divorced (even if remarried), unless this fact previously has been made known to First American Title Insurance Company or it's Agent.)
20. That none of the improvements to this property are a mobile home or trailer.
21. There are no bodies of water (including ponds, marshlands, or streams) located on or abutting the property.
22. OTHER: _____
23. OTHER: _____

Wherever used in this Affidavit, the singular shall be construed to mean the plural, and the plural shall be construed to mean the singular, as the case may be.

NOTE: If any of the statements above are incomplete, inaccurate, or require further explanation or comments, it is the responsibility of the undersigned to place an "X" in the box below and to provide detailed explanation(s) on an additional page.

THE PURPOSE OF THIS AFFIDAVIT is to induce First American Title Insurance Company or it's Agent to make and complete settlement on the subject property, and to issue its Policy(ies) of Title Insurance, and we understand that First American Title Insurance Company and/or it's Agent will rely upon the accuracy of the statements contained herein. I/we affirm and state under the penalties of perjury that unless I/we have made written notations on this Affidavit to the contrary, all of the foregoing statements are true and correct to the best of my/our knowledge and belief.

Witness

Sam Seller

Suzie Seller

Enhanced Policy Owner's Affidavit

FILER'S Name, Street address, City, State and Zip Code
COUNSELORS TITLE, LLC,

: 1. Date of Closing (MMDDYY)

2009 - 1099s
Proceeds From
Real Estate

4400 Jenifer Street, NW, Suite 200
Transaction
Washington, D.C. 20015

: 2. Gross Proceeds

FILER'S Federal Identification Number

TRANSFEROR'S Identification Number

TRANSFEROR'S Name
Sam Seller
Suzie Seller

: 3. Address or Legal Description (including City, State & Zip)

Street Address (including Apt. No.)

4. Check here if the Transferor received or will receive Property or
Services as part of the Consideration _____

City, State and Zip Code

Account Number (optional)

: 5. Buyer's Part of Real Estate Tax

TESTA-

FOR TRANSFEROR: This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

INSTRUCTIONS:

Generally, persons responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. If the real estate transferred was your main home, file Form 2119, Sale of Your Home, with your income tax return even if you sold at a loss or you did not replace your home. If the real estate transferred was not your main home, report the transaction in the applicable parts of Form 4797, Sales of Business Property, Form 6252, Installment Sale Income, and/or Schedule D (Form 1040), Capital Gains and Losses.

If you sold your home and (1) you did not own for more than 9 years and (2) it was financed after 1990 under a Federally subsidized program (qualified mortgage bonds or mortgage credit certificates), you may have to recapture part of the subsidy. This will increase your tax. See Form 8828, Recapture of Federal Mortgage Subsidy, and Pub. 523, Selling your Home.

BOX 1. Shows the date of closing.

BOX 2. Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or are to receive. See BOX 4.

BOX 3. Shows the address of the property transferred or a legal description of the property.

BOX 4. If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in Box 2.

BOX 5. Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract this amount from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the line for "other Income" on Form 1040. For more information, see Pub. 523.

Sam Seller
SSN:

Suzie Seller
SSN:

SSN:

SSN:

COUNSELORS TITLE, LLC

Darby, Nalls, Smyth & Muldoon, LLC

GENERAL COUNSEL

CERTIFICATE OF RESIDENCY
COMMONWEALTH OF VIRGINIA

Section 58.1-317 of the Code of Virginia of 1950, as amended, provides that every nonresident seller receiving payment from the transfer of fee simple title to real property in the Commonwealth of Virginia shall, concurrent with the transfer, register with the Department of Taxation pursuant to forms and regulations adopted by the Tax Commissioner. To inform COUNSELORS TITLE, LLC, the "Real Estate Reporting Person" (as defined in Section 6045(e) of the Internal Revenue Code and the regulations thereunder) that such registration is not required upon the transfer of Virginia real property, the undersigned hereby certifies/certify the following:

1. The undersigned is/are residents of the Commonwealth of Virginia.
2. The taxpayer identification number (social security number) of the undersigned is/are:
3. The address of the undersigned is/are:

The undersigned acknowledges/acknowledge that this certificate may be disclosed to the Department of Taxation of the Commonwealth of Virginia by COUNSELORS TITLE, LLC and that any false statements made herein could be punished by fine, imprisonment or both.

Under the penalties of perjury, the undersigned has/have examined this certification and, to the best knowledge and belief of the undersigned, this certification is true, correct and complete.

Date:

Sam Seller

Suzie Seller

Sworn to and subscribed before me this .

Notary Public
My Comm. Exp.: