COOPERATIVE AGREEMENT

		, 20
		State of Mississippi
Karen L Stephens	REALHome Services & Solutions,	dba, Owners.comListing Agent
(Agent Name)	(Company Name)	
and		
		, Selling Agent
(Agent Name)	(Company Name)	See Instructions to Closing Agent "Brokerage
the gross sales price as con	their respective Brokers that Selling B npensation for professional services re he following street address:	Commissions Addendum" roker shall receive XXXX % of indered in connection with the

pursuant to the Real Estate Purchase Contract dated ______, 20 ____, submitted by:

as buyer(s). Such compensation shall be paid to Selling Broker by Listing Broker at the time of closing of the transaction described in such Real Estate Purchase contract.

Listing Agent or Broker shall furnish a copy of this Cooperative Agreement and the Listing Agreement to the Lender/Closing Attorney prior to the closing of the transaction and hereby authorizes the Lender/Closing Attorney to make payment of such compensation to the Selling Broker.

This Agreement shall be binding upon, and shall inure to the benefit to the parties hereto, their respective heirs, personal representatives, successors, and assigns.

Karen L Stephens LIC # 20410

(Selling Agent)

1355 Lynnfield Rd., Ste 245 Memphis, TN 38119 (901) 683-8422

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 - (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
- (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
 (b) Records and Reports available to the seller (check (i) or (ii) below):
 - (i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):
 - (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) _____ Purchaser has received copies of all information listed above.
- (d) _____ Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.
- (e) Purchaser has (check (i) or (ii) below):
 - (i) _____ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
 - (ii) _____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) <u>KLS</u> Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Karen L Stephens LIC # 20410 Agent	Date	Agent	Date
F12A - Disclosure of Information on Lead Paint (Seller)			

INFORMATIONAL STATEMENT FOR MISSISSIPPI PROPERTY CONDITION DISCLOSURE STATEMENT (EFFECTIVE JULY 1, 2008)

In accordance with Sections 89-1-501 through 89-1-527 of the Mississippi Code of 1954, as amended, effective July 1, 2005, a **TRANSFEROR** of real property consisting of not less than one (1) nor more than four (4) dwelling units shall provide a Property Condition Disclosure Statement when the transfer is by, or with the aid of, a duly licensed real estate broker or salesperson. The required Property Condition Disclosure Statement shall be in the form promulgated by the Mississippi Real Estate Commission (MREC) or on another form that contains the identical information. The MREC Form may be found at www.mrec.ms.gov.

RIGHTS OF PURCHASER AND CONSEQUENCES FOR FAILURE TO DISCLOSE

If the Property Condition Disclosure Statement is delivered <u>after</u> the Transferee has made an offer, the transferee may terminate any resulting real estate contract or withdraw any offer for a time period of three (3) days after the delivery in person or five (5) days after the delivery by deposit in mail. This termination or withdrawal will always be without penalty to the Transferee and any deposit or earnest money must be promptly returned to the prospective purchaser (despite any agreement to the contrary).

DUTY OF LICENSEE AND CONSEQUENCES OF FAILURE TO FULFILL SUCH DUTIES

The Mississippi Statute requires real estate licensees to inform their clients of those clients' duties and rights in connection with the Property Condition Disclosure Statement. The failure of any licensee to inform their client of the clients' responsibilities could subject the licensee (salesperson and broker) to censure, suspension, or revocation of their respective real estate licenses. The licensee is not liable for any error, inaccuracy or omission in a Property Condition Disclosure Statement **unless** the licensee has actual knowledge of the error, inaccuracy or omission by the Transferor.

IMPORTANT PROVISIONS OF THE LAW

**The Property Condition Disclosure Statement should not be considered a warranty by the Transferor.

The Property Condition Disclosure Statement is **NOT intended to become a part of any contract between the Transferor(s) and the Transferee(s) and it is for "disclosure" purposes only.

**The Property Condition Disclosure Statement may not be used as a substitute for an inspection by a licensed home inspector or for other home warranties that the Transferor or Transferee may obtain.

Any **Appliances or Items deemed to be Personal Property should be negotiated by the Seller and the Buyer in the Contract for the Purchase and Sale of Real Estate and all ownership rights should be transferred by a Bill of Sale or other appropriate contractual instrument. This Property Condition Disclosure Statement is not part of the Contract of Sale. **Nothing in this law precludes the rights and duties of the Transferee to inspect the property.

Shaw precludes the rights and dures of the transferee to inspect the property. Seller has never occupied this property

EXEMPTIONS and has no history of the property

Section 89-1-501 (2) <a through i> stipulates specific exemptions from the requirement of providing a Property Condition Disclosure Statement by the Transferor of residential property. They include:

**Transfers pursuant to a court order, a writ of execution, a foreclosure sale, a bankruptcy, an eminent domain proceeding, transfers from a decree for specific performance, transfers by a mortgagor who is in default, any sale pursuant to a decree of foreclosure or by means of a deed in lieu of foreclosure, transfer by the administration of a decedent's estate, a guardianship, a conservatorship or a trust.

**Transfers from one co-owner to another, transfers from one spouse to another, transfers to a person in the lineal line of consanguinity, transfers to or from governmental entities or transfers on which no dwelling is located.

If the Transferor has NOT OCCUPIED the dwelling but, during the period of ownership, the Transferor has requested or authorized any repairs, replaced any of the mechanical equipment, has initiated any action or activity which could be documented on the Disclosure Statement or has actual knowledge of information which might impact a transferee's decision to purchase the residence, Transferors are obligated to complete those specific portions of the Disclosure Statement which are applicable to that information.

The Transferor is **REQUIRED** to sign the Disclosure Statement when the transaction is finalized to **confirm that there have been no material changes to the property.**

CONFIRMATION OF UNDERSTANDING

SELLER (UPON LISTING)

DATE

DATE

BUYER (BEFORE OFFER) DATE

SELLER (UPON LISTING)

Karen Stephens

REPRESENTING THE SELLER(S) Karen Stephens License # 20410 REALHome Services & Solutions, Inc. /Owners.com^{Page 1 of 3} License # 19677

BUYER (BEFORE OFFER)

DATE

REPRESENTING THE BUYER(S)

PROPERTY CONDITION DISCLOSURE STATEMENT

The following is a Property Condition Disclosure required by Sections 89-1-507 through 89-1-527 of the Mississippi Real Estate Brokers Act of 1954, as Amended, and made by the **SELLER(S)** concerning the condition of the **RESIDENTIAL PROPERTY** located at:

SELLER(S):_

Approximate Age of the Residence____

This Disclosure is not a warranty of any kind by the Seller or any Real Estate Agent of the Seller in this transaction and is not a substitute for any inspections or warranties the Purchaser may wish to obtain. This statement may be made available to other parties and **is to be attached to the Listing Agreement and signed by the SELLER(S)**.

TO THE SELLER(S): Please complete the following form, including any past history of problems, if known. If the condition or question does not apply to your property, mark with "N/A".

IF THE RESIDENCE IS NEW/PROPOSED RESIDENTIAL CONSTRUCTION, the **BUILDER** should complete the Property Condition Disclosure Statement and reference specific plans/specifications, materials lists and/or change orders.

DO NOT LEAVE ANY BLANK SPACES. ATTACH ADDITIONAL PAGES IF NECESSARY. THIS FORM MAY BE DUPLICATED BUT NOT ALTERED

STRUCTURAL ITEMS:

A.	BUILDING CODE: Was the residence built in conformity with an approved building code? Yes No Unknown If yes, was it inspected by a City/County Code Enforcement Inspector? Yes No Unknown Has a Mississippi Licensed Home Inspector completed a Home Inspection Report? Yes No
В.	STRUCTURAL ITEMS: Are you aware of any foundation repairs made in the past? Yes No Explain Are any foundation repairs currently needed? Yes No Explain
C.	HISTORY OF INFESTATION, IF ANY: TERMITES, CARPENTER ANTS, ETC: Any evidence of rot, mildew, vermin, rodents, termites, carpenter ants, or other infestation? Yes No Have you requested treatments for an type of infestation? Yes No Explain Are you aware of any Repaired Dama s? Yes No If thes, please iter table Is there currently an outstanting term to detarate? Yes No While this optimized
D.	ROOF: Has the roof been replaced or repaired during your ownership? Yes No; If yes, when? During your ownership have there been any leaks, water back ups, or problems with the roof? Yes No The roof is years old.
E.	LAND AND SITE DATA: Is there an engineer's survey available? YesNo No Date the survey was completed Are you aware of the existence of any of the following, to wit: Encroachments: YesNoUnknown Date the survey was completed Easements: YesNoUnknown Flood Zone: YesNoUnknown YesNoUnknown Soil Problems: YesNoUnknown Subsoil Problem: YesNoUnknown Standing Water: YesNoUnknown Land Fill: YesNoUnknown
	Are you aware of any current zoning regulations which will cause the residence to be considered a nonconforming usage (lot size, set backs, etc) Yes No If Yes, please explain Are there any rights-of-way, easements, eminent domain proceedings or similar matters which may negatively impact your ownership interest in the residence? Yes No If YES, please explain
	FOR ANY REASON, has any portion of the residence ever suffered water damage? Yes No If yes, please explain in detail Is the residence currently located in a FEMA Designated Flood Hazard Zone? Yes No Unknown; Is Flood Insurance required. Yes No Unknown Is any portion of the property designated as a WETLANDS AREA? Yes No Unknown
F.	ADDITIONS/REMODELS: During your period of ownership, have there been any additions, remodeling, structural changes or alterations to the residence? Yes No If YES, please explain Were all work permits and approvals in compliance with the local building codes? Yes No Please Explain
G.	STRUCTURE/WALLS/ WINDOWS: Has there been any damage to the structure as a result of fire, windstorm, tornados, hurricane or any other natural disaster? Yes No If YES, please explain Have you ever experienced ANY problems with walls, siding or windows? Yes No Explain
H.	OTHER: Are you aware of any problems which may exist with the property by virtue of prior usages such as, but not limited to, Methamphetamine Labs , Hazardous/Toxic waste disposal, the presence of asbestos components, Lead-Based Paint, Urea-Formaldehyde Insulation, Mold, Radon Gas, Underground Tanks or any past industrial uses of the premises? Yes <u>No</u> If "YES, please explain <u>Section</u> .

ELECTRICAL SYSTEM/PLUMBING SYSTEM:

Is Cable Television Service available at the site? Yes

Are you aware of any problems or conditions that affect the desirability or functionality of the Heating, Cooling, Electrical, Plumbing, or Mechanical Systems? Yes <u>No</u> If yes, please explain all known problems in complete detail <u></u>

WATER, SEWER, & SEPTIC ITEMS: WATER: The water supply is: Public _____ Private ____ On-site Well ____ Neighbor's Well ____ _ Community_ If your drinking water is from a well, when was the water quality last checked for safety, what were the results of the test and who conducted the test? Is the water supply equipped with a water softener? Yes _____ No ____ The Sewage Systemis: Public ____ Private ____ Septic ____ Cesspo _ Unknown _ _ Treatment Plant _____ Other _ _ Cesspool _ Is there a sewage pump installed? Yes ____ No ____ Date of the last Septic Inspection _ Are you aware of any leaks, back-ups, or other problems relating to any of the plumbing, water, sewage, or related items during your ownership? Yes ____ ___ No ____. If yes, please explain _ **OTHER MATTERS/ITEMS: MISCELLANEOUS:** Is the residence situated on Lease old or Sixteenth Section land? Yes Explain _ No _ Is there any existing or threatening legal action affecting the property? Yes <u>No</u> Explain Are you aware of any violations of local/state/federal laws/regulations relating to the property? Yes No Are you aware of any hidden defects or needed repairs about which the purchaser should be informed **PRIOR** to their purchase? Yes _____ No ____ If yes please explain in detail ______ What is the **APPROXIMATE SQUARE** How was this approximation of square for FOOTA of the ng Area How was this approximation of squ Are there any finished wo d flo Are there any Homeowner Fee ation Amount soc th If the property is a Condominium, how much is the YEARLY Maintenance Fees \$ What is the YEARLY Real Estate Tax Bill? \$_ Homestead Exemption has been filed for Is the property subject to ANY special real property tax assessments Yes _____ _ No ___ Explain Is the property located in a Public Improvement (tax) District (PID) Yes ____ No Unknown What is the average **YEARLY** Electric Bill? \$ What is the average **YEARLY** Gas Bill? \$_ If the residence is serviced by Propane (LP) Gas, what is the average YEARLY Propane Bill? \$ If Leased, how much is the lease payment? \$_____ The Propane Tank is: Owned _____ Leased

APPLIANCES/SYSTEMS REMAINING WITH RESIDENCE:

Are any items remaining with the residence financed separately from the mortgages? Yes

Service Provider

No

ITEM	VEC	NO	GAS/ELECTRIC	AGE	LIST REPAIRS COMPETED
IIENI	YES	NO	GAS/ELECTRIC	AGE	
					IN LAST TWO (2) YEARS
Cook-top					
Dishwasher					
Garbage Disposal					
Ice-maker					
Microwave					
Oven(s)					
Trash Compactor					
Vent-Fan					
Other Items					

MECHANICAL EQUIPMENT CONSIDERED PERSONAL PROPERTY SHOULD BE NEGOTIATED IN THE CONTRACT OF SALE OR OTHER SUCH INSTRUMENT IF THE ITEMS REMAIN WITH THE RESIDENCE.

To the extent of the Seller's knowledge as a property owner, the Seller(s) acknowledges that the information contained above is true and accurate for those areas of the property listed. The owner(s) agree to save and hold the Broker harmless from all claims, disputes, litigation and/or judgments arising from any incorrect information supplied by the owner(s) or from any material fact known by the owner(s) which owner(s) fail to disclose except the Broker is not held harmless to the owner(s) in claims, disputes, litigation, or judgments arising from conditions of which the Broker had actual knowledge.

SELLER (UPON LISTING)	DATE	SELI	LER (UPON LISTING)	DATE
SELLER (AT CLOSING)	DATE	SELI	LER (AT CLOSING)	DATE
PROSPECTIVE PURCHASER'S		PURCHASER(S) ACKNO	WLEDGE RECEIPT OF REI	PORT DATE
MREC FORM #0100		Page 3 of 3	EFFECTIVE DATE:	JULY 1, 2008



WORKING WITH A REAL ESTATE BROKER

Approved 01/2003 By MS Real Estate Commission P. O. Box 12685 Jackson, MS 39232

GENERAL

****THIS IS NOT A LEGALLY BINDING CONTRACT****

Before you begin working with any real estate agent, you should know whom the agent represents in the transaction. Mississippi real estate licensees are required to disclose which party they represent in a transaction and to allow a party the right to choose or refuse among the various agency relationships.

There are several types of relationships that are possible and you should understand these at the time a broker or salesperson provides specific assistance to you in a real estate transaction,

The purpose of the Agency Disclosure is to document an acknowledgement that the consumer has been informed of various agency relationships, which are available in a real estate transaction.

For the purpose of this disclosure, the term seller and/or buyer will also include those other acts specified in Section 73-35-3 (1), of the Miss. Code, "...list, sell, purchase, exchange, rent, lease, manage, or auction any real estate, or the improvements thereon including options."

SELLER'S AGENT

A seller can enter into a "listing agreement" with a real estate firm authorizing the firm and its agent(s) to represent the seller in finding a buyer for his property. A licensee who is engaged by and acts as the agent of the Seller only is known as a Seller's Agent. A Seller's agent has the following duties and obligations:

To the Seller:

* The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence. To the Buyer and Seller:

- * A duty of honesty and fair dealing.
- * A duty to disclose all facts known to the Seller's agent materially affecting the value of the property which are not known to, or readily observable by, the parties in a transaction.

BUYER'S AGENT

A buyer may contract with an agent or firm to represent him/her. A licensee who is engaged by and acts as the agent of the Buyer only is known as the Buyer's Agent.

If a Buyer wants an agent to represent him in purchasing a property, the buyer can enter into a Buyer's Agency Agreement with the agent. A Buyer's Agent has the following duties and obligations:

To the Buyer:

* The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence.

To the Seller and Buyer:

* A duty of honesty and fair dealing.

DISCLOSED DUAL AGENT

A real estate agent or firm may represent more than one party in the same transaction. A Disclosed Dual Agent is a licensee who, with the informed written consent of the Seller and Buyer, is engaged as an agent for both Seller and Buyer.

As a disclosed dual agent, the licensee shall not represent the interests of one party to the exclusion or detriment of the interests of the other party. A disclosed dual agent has all the fiduciary duties to the Seller and Buyer that a Seller's or Buyer's agent has except the duties of full disclosure and undivided loyalty.

A Disclosed Dual Agent may not disclose:

- (a) To the Buyer that the Seller will accept less than the asking or listed price, unless otherwise instructed in writing by the Seller.
- (b) To the Seller that the Buyer will pay a price greater than the price submitted in a written offer to the Seller, unless otherwise instructed in writing by the Buyer.
- (c) The motivation of any party for selling, buying, or leasing a property, unless otherwise instructed in writing by the respective party, or
- (d) That a Seller or Buyer will agree to financing terms other than those offered, unless otherwise instructed in writing by the respective party.

IMPORTANT NOTICE!

"Customer" shall mean that person not represented in a real estate transaction. It may be the buyer, seller, landlord or tenant.

A Buyer may decide to work with a firm that is acting for the Seller (a Seller's Agent or subagent). If a Buyer does not enter into a Buyer Agency Agreement with the firm that shows him properties, that firm and its agents may show the buyer properties as an agent or subagent working on the seller's behalf. Such a firm represents the Seller (not the Buyer) and must disclose that fact to the Buyer.

When it comes to the price and terms of an offer, the Seller's Agent will ask you to decide how much to offer for any property and upon what terms and conditions. They can explain your options to you, but the final decision is yours, as they cannot give you legal or financial advice. They will attempt to show you property in the price range and category you desire so that you will have information on which to base your decision.

The Seller's Agent will present to the Seller any written offer that you ask them to present. You should keep to yourself any information that you do not want the Seller to know (i.e. the price you are willing to pay, other terms you are willing to accept, and your motivation for buying). The Seller's agent is required to tell all such information to the Seller. You should not furnish the Seller's agent anything you do not want the Seller to know. If you desire, you may obtain the representation of an attorney or another real estate agent, or both.

THIS IS NOT A CONTRACT. THIS IS AN ACKNOWLEDGEMENT OF DISCLOSURE					
The below named Licensee has informed me that brokerage services are being provided me as a:					
Client (Seller's or Landlord's Agent)					
Client (Buyer's or Tenants Agent)	(Not as my Agent)				
Client (Disclosed Dual Agent)					
By signing below, I acknowledge that I received this informative document and explanation prior to the exchange of confidential information					
which might affect the bargaining position in a real estate transaction involving me.					
Karen L Stephens LIC # 2041	Ø (Date)				
(Client) (Licensee) dba, Owners.com	(Customer) de dba Owners.com				
REALHome Services & Solution					
(Client) (Company) Lic # 19677	(Customer)				

LICENSEE - Provide a copy of disclosure acknowledgement to all parties and retain signed original for your files.