

SELLER'S DISCLOSURE FOR LAND

This disclosure is voluntary, that is, it is not required by state law for Sellers to complete and sign. However it is prudent for the Seller to disclose to Buyer any and all defects of the land known to Seller. NOTE: If you, the Seller, become aware of a defect after delivery of this statement, but before you accept an offer to purchase, you should deliver or cause to be delivered an amended disclosure statement disclosing the newly discovered defect to the Buyer. If the disclosure form, or amendment is delivered to a Buyer after an offer to purchase has been made by the Buyer, the offer to purchase shall be accepted by you only after a Buyer has acknowledged receipt of this statement and confirmed the offer to purchase.

THE DECLARATIONS AND INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT ARE NOT WARRANTIES, EXPRESSED OR IMPLIED OF ANY KIND, AND ARE NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER. THE INFORMATION AND STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE DECLARATIONS AND REPRESENTATIONS OF THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE REAL ESTATE LICENSEE.

THIS DISCLOSURE DOES NOT REPLACE THE REQUIRED SELLER'S DISCLOSURE FOR RESIDENTIAL REAL PROPERTY IMPROVED WITH 1 AND/OR 2 DWELLING UNITS PURSUANT TO THE RESIDENTIAL PROPERTY CONDITION DISCLOSURE ACT. Okla. State. Title. 60 §§ 831-839.

LEGAL DESCRIPTION W 50' (W/2) LOT 8 BLK 441 SO MCALESTER & N 16' OF VAC KIOWA AVE LYING ADJ THERETO

THE ADDRESS (IF KNOWN) 311 W Kiowa Ave Mcalester OK 74501-5726

The property is governed by ordinances as to zoning, development, etc. of the following city or counties:

PLEASE ANSWER YES OR NO TO THE BEST OF YOUR CURRENT ACTUAL KNOWLEDGE. IF YOU ANSWER YES ON ANY OF THE ITEMS BELOW PLEASE EXPLAIN. ATTACH ADDITIONAL PAGES WITH YOUR SIGNATURE, IF NEEDED.

TO THE BEST OF YOUR CURRENT ACTUAL KNOWLEDGE:

- | | Yes | No | UNK |
|---|-------------------------------------|--------------------------|--------------------------|
| 1. Are there or have there ever been any fuel or other chemical storage tanks located on or under the surface of this property? | ☒ | ☐ | ☐ |
| 2. Are any chemicals, trash dumps, landfills, debris or other objects buried on or under the surface of this property? | ☒ | ☐ | ☐ |
| 3. Are there any oil, water, or gas wells (active or abandoned), septic fields, caves, mines or un-compacted soils on this property? | ☒ | ☐ | ☐ |
| 4. Is there any contamination of any water well, water source, aquifer, lake, pond, creek, stream or river on or under this property? | ☒ | ☐ | ☐ |
| 5. Are there any pipelines, electric cables, or communication cables located above, on or under the surface of this property? | ☒ | ☐ | ☐ |
| 6. Are there any environmental hazards in the watershed above this property that may flow onto the property? | ☒ | ☐ | ☐ |
| 7. Are there any federally designated superfund sites within 30 miles of this property? | ☒ | ☐ | ☐ |
| 8. Are there any nuisances (e.g., excessive noise, odors, lights) present on or affecting this property? | ☒ | ☐ | ☐ |

- | | |
|--|---|
| 9. Has the property been damaged or affected by flood, storm run-off, sewer backup, drainage or grading problems? | ✓ |
| 10. Has the property been the subject of or otherwise affected by any biological hazard (e.g. major plant, animal or human diseases)? | ✓ |
| 11. Are there any wildlife issues (e.g. rare, endangered or otherwise legally protected species or their nesting sites) associated with this property? | ✓ |
| 12. Are there any substances, materials or products not mentioned herein which may constitute an environmental hazard to or otherwise affect this property? | ✓ |
| 13. Are there any existing or planned uses on bordering properties, which might affect the value or desirability of this property? | ✓ |
| 14. Are any taxes, assessments, claims or judgments due against this property? | ✓ |
| 15. Has there ever been any environmental remediation ordered or conducted on this property? | ✓ |
| 16. Are there existing violations of conditions, or covenants and restrictions or other restrictions placed on this property? | ✓ |
| 17. Are there any existing violations of any zoning, condition, covenants and restrictions affecting this property? | ✓ |
| 18. Are there any unusual problems in getting utilities (water, sewage, electricity, gas) available on this property? | ✓ |
| 19. Are any features of the property shared in common with adjoining landowners (e.g. fences, driveways, roads, or other improvements) which affect this property? | ✓ |
| 20. Are there any road or other easements (other than utility easements on public streets) or encroachments, which affect this property? | ✓ |
| 21. Are there any pins that can be located from a previous pin survey of the property or adjacent property? | ✓ |
| 22. Is there a property owner's association or road maintenance agreement associated with this property? | ✓ |
| 23. Is there any cloud on the title to the property or problems with physical access to this property? | ✓ |
| 24. Does the location of the fence (if any) represent the boundary line of this property or are there any adverse possession issues? | ✓ |
| 25. Are there any restrictive government programs or do you intend to place any restrictions when the property is sold? | ✓ |
| 26. Are there any wetlands (as defined under applicable law) on the property? | ✓ |
| 27. Are there any unpaid notes or mortgages on personal property (e. g., propane tank, or mobile home) on the property? | ✓ |
| 28. Are there any notices from any federal, state, county or municipal governmental agency or quasi-governmental agency affecting the property? | ✓ |
| 29. Are you aware of any pending or threatened litigation affecting the property? | ✓ |
| 30. If there is a septic system, has it been approved by the Department of Environmental Quality (DEQ)? | ✓ |

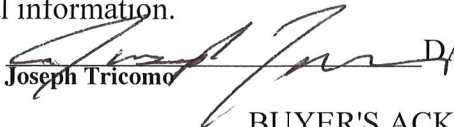
EXPLANATIONS

1. _____
2. _____
3. _____
4. _____
5. _____

6. _____

7. _____

The undersigned Seller represents that the information set forth in the foregoing disclosure statement is accurate and complete based upon Seller's current actual knowledge. Seller does not intend this disclosure statement to be a warranty or guarantee of any kind. Seller hereby authorizes (listing REALTOR®) _____ to provide this information to prospective buyers of the property and to real estate brokers and salespeople. Seller understands and agrees that Seller will notify (listing REALTOR®) _____ (phone no.) _____ in writing as soon as possible if any information set forth in this disclosure statement becomes inaccurate or incorrect in any way through the passage of time or the discovery of additional information.

SELLER  DATE _____ SELLER _____ DATE _____

Joseph Tricomo

BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

1. I understand and agree that the information in this form is limited to information of which Seller has current actual knowledge and that Seller need only make an honest effort at fully revealing the information requested.
2. Except as may be provided in the Real Estate Purchase Agreement, this Property is being sold to me without warranties or guarantees of any kind by Seller or real estate licensees concerning the condition or value of the property.
3. I understand I have the right to make an independent investigation of my own. I have been specifically advised to have the property examined by professional inspectors.
4. I acknowledge that neither Seller nor real estate licensee is expert at detection or repairing physical defects in the property.

BUYER _____ DATE _____

BUYER _____ DATE _____