

## Letter of Instruction to Agents

1. Please find attached our form sales contract. If you have any difficulty filling this out please do not hesitate to call the agent – Michael Dusiewicz at (202) 680-3335. While all of the required addenda have been attached, you are welcomed to attach your appropriate broker disclosure forms.
2. The minimum earnest money deposit is **\$2,000** unless you are using HPAP in which case it is **\$500**. If you choose Heritage Title as the settlement agent please make the check payable to Heritage Title; otherwise please make the check out to your real estate company. **The check or check copy must be turned in with the contract or the contract will not be reviewed. In addition, each contract MUST HAVE a financial information sheet.**
3. The contract must include the following:
  - a. Lender Approval Letter
  - b. Copy of EMD check
  - c. Contact Information Sheet
  - d. Financial Information Sheet
4. Once you have written the contract, please call Mike Dusiewicz (202) 680-3335 to present the contract to the seller. Contracts will be accepted for presentation via email ([mikedusiewicz@tenacitygroup.com](mailto:mikedusiewicz@tenacitygroup.com)) or fax to (240) 542-1057.
5. After the contract has been ratified, you will be contacted by Kat Danaher at (202) 349-0700 x1466 to coordinate your walk through and inspection.
6. To arrange settlement/walk through dates and times call or email Kat Danaher (202) 349-0700 x1466 or [katdanaher@tenacitygroup.com](mailto:katdanaher@tenacitygroup.com).
7. If you have any questions about the process after contract ratification, please call Kat Danaher at (202) 349-0700 x1466 or email her at [katdanaher@tenacitygroup.com](mailto:katdanaher@tenacitygroup.com) and if you have any questions about the contract, please call Mike Dusiewicz at (202) 680-3335 or email him at [mikedusiewicz@tenacitygroup.com](mailto:mikedusiewicz@tenacitygroup.com).

**This copy must accompany the contract.**

**Agents: Please initial this to acknowledge receipt. \_\_\_\_\_**

# The Alexander Contact Information

All Items Must Be Complete  
Please Print Clearly

## Buyer Information

Name(s)

Cell Phone

Email

## Agent Information

Name

Brokerage

Cell Phone

Email

## Lender Information

Name

Company

Cell Phone

Email

## Settlement Information

Company

Date

Buyer's Initials

Seller's Initials



### Financial Information Sheet

This information is presented with the understanding that it may be used as a basis for the acceptance of a contract by the seller. The undersigned hereby authorizes the agent to disclose to the seller, seller's agents, dual agents cooperating agents and any lender all or any portion of the information sheet. Any misrepresentations, fraudulent entries and/or omissions on this form, which may adversely affect the Buyer's ability to qualify for a loan, may be used as a basis for legal action.

Buyer (Full Name) \_\_\_\_\_

Residence Phone ( ) \_\_\_\_\_ Business Phone ( ) \_\_\_\_\_ Other ( ) \_\_\_\_\_

Present Address \_\_\_\_\_

Years at Present Address \_\_\_\_\_ Own \$ \_\_\_\_\_ PIII or Rent \$ \_\_\_\_\_ Per Month

Previous Address \_\_\_\_\_

Occupation (Position & Title) \_\_\_\_\_ # of Years \_\_\_\_\_

Place of Employment (Name & Address) \_\_\_\_\_

Previous Employer (Name & Address) \_\_\_\_\_ # of Years \_\_\_\_\_

Co-Buyer (Full Name) \_\_\_\_\_

Residence Phone ( ) \_\_\_\_\_ Business Phone ( ) \_\_\_\_\_ Other ( ) \_\_\_\_\_

Present Address \_\_\_\_\_

Years at Present Address \_\_\_\_\_ Own \$ \_\_\_\_\_ PIII or Rent \$ \_\_\_\_\_ Per month

Previous Address \_\_\_\_\_

Occupation (Position & Title) \_\_\_\_\_ # of Years \_\_\_\_\_

Place of Employment (Name & Address) \_\_\_\_\_

Previous Employer (Name & Address) \_\_\_\_\_ # of Years \_\_\_\_\_

GROSS ANNUAL INCOME :	Buyer	Co-Buyer		
Base Salary:	\$ _____	\$ _____	Buyer self-employed?	Co-Buyer self-employed?
Overtime:	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bonuses:	\$ _____	\$ _____	Are all buyers First Time MD Home Buyers?	
Commissions:	\$ _____	\$ _____	*See Below for details	
Dividends:	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Net Rental Income:	\$ _____	\$ _____	Do all Buyers intend to occupy this property?	
Other: _____	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	Details: _____
_____	\$ _____	\$ _____	# of Dependents	_____
TOTAL	\$ _____	\$ _____	Details:	_____

#### ASSETS:

Present Residence (if owned): Mkt Value \$ \_\_\_\_\_ Mtg Balance(s) \$ \_\_\_\_\_ Lender(s) \_\_\_\_\_

Checking \$ \_\_\_\_\_ Bank \_\_\_\_\_

\$ \_\_\_\_\_ Bank \_\_\_\_\_

Savings \$ \_\_\_\_\_ Bank \_\_\_\_\_

\$ \_\_\_\_\_ Bank \_\_\_\_\_

Credit Union \$ \_\_\_\_\_ Bank \_\_\_\_\_

Stocks \$ \_\_\_\_\_ Bonds \$ \_\_\_\_\_ Life Insurance-Cash \$ \_\_\_\_\_ Face Value \$ \_\_\_\_\_

Other Assets: (Specify) \_\_\_\_\_

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**THE ALEXANDER CONDOMINIUM  
CONDOMINIUM UNIT PURCHASE AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date"), being the date this Agreement is accepted by Seller, by and between \_\_\_\_\_ (hereinafter known as the "Purchaser") and COLUMBIA 3534 10<sup>th</sup> Street, LLC, a District of Columbia limited liability company (hereinafter known as the "Seller"). Tenacity Real Estate (hereinafter known as the "Agent") is acting as the agent of Seller in this transaction.

WHEREAS, Seller is the Declarant of THE ALEXANDER CONDOMINIUM (the "Condominium") located at 3534 10<sup>th</sup> Street N.W., Washington, D.C. 20010 pursuant to the provisions of Section 42-1901.01, et seq., of the District of Columbia Code, as amended (the "Condominium Act") and;

WHEREAS, the Purchaser wishes to purchase the Condominium Unit hereinafter described

WITNESSETH:

That for and in consideration of a deposit (the "Deposit" or "Earnest Money Deposit") by Purchaser in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) by check subject to collection, the receipt and sufficiency of which are hereby acknowledged, Purchaser agrees to buy, and Seller agrees to sell, residential Condominium Unit \_\_\_\_\_ in the Condominium (the "Condominium Unit") The Condominium Unit is sometimes hereinafter referred to as the "Property"

All capitalized terms used without definition in this Agreement have the meanings specified for such terms in Section 42-1901.02 of the Condominium Act. All references to section numbers mean the sections of this Agreement unless otherwise specified.

Seller agrees to sell and Purchaser agrees to purchase the Property, together with an undivided interest in the Common Elements of the Condominium as set forth in Exhibit B to the Condominium Declaration, for the Purchase Price as shown in Paragraph 1 below.

**1. Basic Terms of Purchase.**

- (a) The Purchase Price for the Property shall be as follows:
- (i) Base sales price of Condominium Unit (includes General Specifications on Schedule A) \$ \_\_\_\_\_
  - (ii) Assignment fee for Parking Space No. \_\_\_\_\_ + \_\_\_\_\_
  - (iii) Assignment fee for Storage Space No. \_\_\_\_\_ + \_\_\_\_\_
  - (iv) Purchase Price (exclusive of settlement costs, prorated amounts, homeowner association fees and contributions and prepaid items) = \$ \_\_\_\_\_
- (b) Such purchase price being payable by Purchaser as follows:
- (i) Earnest Money Deposit \$ \_\_\_\_\_
  - (ii) Option Payments made for options shown on Schedule B (all Option Payments are made payable to the Seller and are non-refundable) + \$ \_\_\_\_\_
  - (iii) Mortgage proceeds (if any) + \$ \_\_\_\_\_
  - (iv) Total of (b)(i), (ii) and (iii) = \$ \_\_\_\_\_
  - (v) Balance of Purchase Price due at settlement (exclusive of settlement costs, prorated amounts of prepaid items) \$ \_\_\_\_\_

Seller acknowledges receipt of the Deposit. The Deposit will be held in an interest-bearing escrow account. At settlement the Deposit will be applied toward payment of the Balance Due and any interest earned on the Deposit will be paid or credited to Purchaser. If this Agreement is terminated for any reason, the Deposit (and all interest accrued thereon) will be paid to the person lawfully entitled to the Deposit under the terms of this Agreement.

Purchaser will also deposit with Seller at Settlement for transmittal to the Unit Owners Association (i) the monthly installment of the Common Expenses assessment against the Property, prorated to the date of settlement (see Paragraph 18 of this Agreement); and (ii) an initial working capital contribution in an amount equal to twice the monthly installment of the common expense assessment against the Property (see Paragraph 4(b)(iii) of this Agreement), such amounts being in addition to and not in lieu of regular monthly installments of such assessments and charges as the same thereafter become due and payable. Such payments are non-refundable.

2. **Financing.**

Purchaser hereby elects the following method of financing, pursuant to the terms of this Agreement:

(Purchaser to designate applicable financing):

- \_\_\_\_\_ No financing arrangement (all cash).
- \_\_\_\_\_ Financing arranged through lender of Purchaser's choice.
- \_\_\_\_\_ Financing arranged through lender(s) designated by Seller ("Designated Lender(s)").

(a) **Cash or Purchaser's Lender** If Purchaser elects to pay the Purchase Price all in cash, or if Purchaser elects to place a mortgage or deed of trust on the Property with a lender of Purchaser's choice, then this Agreement shall be in no way contingent upon Purchaser obtaining any financing and Purchaser assumes full responsibility to initiate and pursue all steps necessary to obtain the funds required for Settlement. Further, Purchaser shall provide Seller, within ten (10) days after any request therefore, proof of Purchaser's financial ability to pay the balance due at settlement. If Purchaser fails to provide proof satisfactory to Seller, Seller at its sole option, may terminate this Agreement and cause the Deposit to be returned to Purchaser. If Purchaser fails to pay the Purchase Price due at settlement, then this Agreement, at the sole option of Seller, may be terminated and the Deposit retained by Seller.

(b) **Designated Lender.**

- (i) **Loan Application.** If Purchaser elects to obtain financing from a Designated Lender, Purchaser shall apply to the Designated Lender within five (5) days after Seller provides to Purchaser a counterpart of this Agreement signed by Seller, and shall, without delay provide to the Seller or such lender such information or other materials as may be required by such Designated Lender. Purchaser shall provide Seller within ten (10) days after any request therefore, proof of Purchaser's financial ability to pay the balance due at settlement. Purchaser shall complete all mortgage credit applications and other similar forms provided by the Designated Lender promptly after receipt, and if such forms are not submitted to the Designated Lender properly and fully executed within fifteen (15) days after the request for the same, then this Agreement, at the sole option of Seller, may be terminated and the Deposit retained by Seller. Purchaser shall comply with the terms of any commitment from the Designated Lender. The Seller shall have the right, but not the obligation, to attempt to obtain a loan commitment as set forth above for the Purchaser. Should the Seller obtain such a loan commitment, the Purchaser shall accept it and otherwise cooperate so as to effectuate the commitment.
- (ii) **Non-Approval by Designated Lender.** If Purchaser has complied with the requirements of this Agreement, including without limitation responding in a timely, diligent, truthful and good faith manner to requests for information and documentation from the Designated Lender, and for any reason whatsoever is unable to obtain a commitment for a mortgage loan from a Designated Lender sufficient to complete Settlement after one application made in good faith to a Designated Lender, this Agreement shall terminate and, unless the Purchaser is otherwise in default under this Agreement, the Deposit and any accrued interest shall be returned to Purchaser. If the Designated Lender refused to make the loan due to the failure of Purchaser to respond in a timely, diligent, truthful or good faith manner to requests for information and documentation or to comply with the terms and satisfy the conditions of any approved application or commitment by a Designated Lender, Seller shall have the sole option to terminate this Agreement and Seller may retain the Deposit and any accrued interest. In no event shall Seller have any obligation or liability to Purchaser due to the lender's refusal to make such loan for any reason whatsoever. In the event that Purchaser is entitled to the return of the Deposit under the terms of this Agreement, Seller shall cause the Deposit to be returned to Purchaser.

The Declarant shall not be liable for damages or interest rate changes by reason of delays in the completion of the Property. This Agreement is not contingent on the sale of the Purchaser's house, and it is not contingent on the Purchaser being able to comply with any terms or conditions of any commitment obtained by him, such as the sale of other property for retirement of debt, unless such contingency is specifically hereinafter by addendum otherwise provided

(c) **Other Financing.** If Purchaser elects to obtain financing from a Designated Lender(s), Purchaser may also seek financing from any other source until a Designated Lender issues a commitment to Purchaser.

(d) **Non-Approval of Other Financing.** If the Purchaser selects his or her own lender and does not receive a loan commitment within fourteen (14) days from the date Seller provides to Purchaser a counterpart of this Agreement signed by Seller, then Seller may, at its option, terminate this Agreement and retain the Deposit.

(e) **Lender's Fees.** All such fees charged by any lender shall be the responsibility of the Purchaser. If Purchaser chooses a Designated Lender and if Settlement is made by such attorneys or agents as Seller may designate, the Purchaser shall receive a credit toward closing costs of \$\_\_\_\_\_. All other fees are the responsibility of the Purchaser. When Purchaser elects to obtain financing from an institutional lender of Purchaser's choice, Declarant will pay no fees and Purchaser shall pay all lender's fees.

(f) **Credit Information.** The Purchaser specifically authorizes the Seller to disclose to any lender any credit information provided to the Seller by the Purchaser, and authorizes lender to order a credit report from a recognized credit reporting agency.

(g) **Contingencies and Liability.** This Agreement is not contingent on Purchaser's ability to comply with any terms or conditions of any pre-qualification letter or commitment, such as the sale of Purchaser's house or other property or retirement of debt, unless such contingency is specifically provided for in an addendum to this Agreement. If Purchaser fails to notify Seller immediately upon receipt of a denial of financing, all financing contingencies are automatically waived. Seller is not liable for damages or interest rate changes caused by delays in completion or settlement. The Seller shall not be liable for damages or interest rate changes by reason of delays in the completion of the Property.

### 3. The Dwelling.

(a) At settlement Seller will deliver the Property and the appurtenances thereto substantially in accordance with the Plats and Plans, as the same may be modified and amended from time to time and the standard finishings listed on the attached Schedule A. **SELLER SHALL HAVE THE ABSOLUTE RIGHT TO SUBSTITUTE MATERIALS, FIXTURES, EQUIPMENT, AND APPLIANCES WHICH SELLER DETERMINES TO BE OF SUBSTANTIALLY EQUAL QUALITY OR PERFORMANCE AS THOSE SPECIFIED IN THE PLANS OR INDICATED ON SCHEDULES A OR B.** Purchaser acknowledges that measurements shown on the Plats and Plans are approximate and actual dimensions may not be exactly as shown. Seller will not be required to install or provide any fixtures or appliances not actually installed in the Condominium Unit at the time of inspection as provided in Section 5(c) unless otherwise agreed in writing to be installed by Seller. Seller shall have the right to make minor changes in the dimensions of any portion of the Condominium and to substitute materials, fixtures, equipment, and appliances of substantially equal quality as those specified in the Plats and Plans or other Condominium Instruments. Seller further reserves the right, but shall not be obligated, to make changes in construction as may be necessary from time to time due to the particular requirements of Purchaser's or Seller's mortgage lenders, the Veterans Administration, or any other governmental authority having jurisdiction over the Property, or as may be otherwise required by material shortages, work stoppages, emergencies, necessary changes to the Plats and Plans discovered in construction for reasons of impossibility, structural soundness, aesthetics, or by acts of God, labor disputes, fire or other casualty, Seller's inability to obtain materials and/or labor, extras, options, decorator selections, or to complete work requested by Purchaser and approved by Seller, zoning requirements and laws, governmental approvals of any kind, inclement weather, or any other similar or dissimilar causes or reasons beyond the reasonable or practical control of Seller. The parties expressly agree that any brochures or other materials regarding the Property, the model or the Condominium containing artist's renditions, photographs, or drawings of any nature are not binding and are for demonstrative purposes only. Furniture, wallcoverings, furnishings or the like as shown in or about any model dwelling are for display purposes only and are not considered a part of such model or the Property for the purposes of this Agreement. Further, the location of wall switches, thermostats, chases, plumbing, electrical outlets and similar items may vary from dwelling to dwelling (including the Condominium Unit) and may not be as shown in any model dwelling. Any floor plans, sketches or sales drawings shown to Purchaser other than those which are a part of the Plats and Plans on file with the local governing authority are for display purposes only and may not be exactly duplicated. The Condominium Unit is being sold unfurnished and will contain only the appliances and equipment installed at the time of inspection of the Property by the Purchaser.

(b) **THE SELLER IS SELLING THE CONDOMINIUM UNITS AND THE COMMON ELEMENTS IN THEIR "AS-IS," "WHERE-IS" CONDITION, "WITH ALL FAULTS."** At Settlement Seller will deliver the Property and the appurtenances thereto in their "AS-IS," "WHERE-IS" CONDITION, "WITH ALL FAULTS," **AND PURCHASER HEREBY ACKNOWLEDGES SAME.** Since the Declarant is offering the units and the common elements in an "AS-IS," "WHERE-IS" condition, "WITH ALL FAULTS," the Declarant is not providing any warranty as provided in Section 316(d) of the Condominium Act (Section 42-1903.16 (d)).

#### 4 The Settlement.

(a) Settlement on the purchase and sale of the Property (referred to herein as the "Settlement") shall occur on such date as designated by Seller in a notice ("Settlement Notice") given to Purchaser at least ten (10) days in advance of such date stating that Seller is prepared to tender title and possession of the Property to Purchaser. Seller agrees that said Settlement Notice will not be given prior to the time the rescission period under paragraph 26 expires. Time is of the essence with respect to Purchaser's obligation to complete settlement on such date. Purchaser shall pay to Seller at Settlement by certified or cashier's check the unpaid balance of the Purchase Price and all other sums payable to Seller hereunder, and Seller shall deliver to Purchaser a Special Warranty Deed, duly executed by Seller, sufficient to convey title to the Property to Purchaser. Equitable title shall remain vested in the Seller until delivery of the deed.

(b) (i) **CHOICE OF SETTLEMENT AGENT.** THE PURCHASER HAS A RIGHT TO SELECT ANY SETTLEMENT AGENT TO HANDLE THE CLOSING OF THIS TRANSACTION. THE SETTLEMENT AGENT'S ROLE IN CLOSING THE 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, PURCHASER'S LENDER WILL INSTRUCT THE SETTLEMENT AGENT AS TO THE SIGNING AND RECORDING OF LOAN DOCUMENTS AND THE DISBURSEMENT OF LOAN PROCEEDS.

(ii) **Settlement Costs and Expenses.** If Settlement is made by such attorneys or agents as Seller may designate, then Seller shall pay the cost of examination of title, the District of Columbia Real Property Transfer Tax on the deed consideration, and the settlement fee charged by the settlement attorney or title company for conducting Settlement (excluding any charges by Purchaser's attorney). Purchaser shall reimburse Seller at settlement for prepaid real estate taxes, assessments and water and utility charges, if any, on the Property, all of which shall be adjusted as of date of Settlement. If Settlement is made by an attorney or agent other than the title company or settlement agent designated by Seller, then Seller will pay only the District of Columbia Real Property Transfer Tax on the deed consideration, and all other costs, fees and charges shall be paid by Purchaser, it being understood and agreed that Seller shall not be responsible for any costs of preparation of the deed or any other documents, the recordation costs for any such documents, courier/messenger fees, delivery charges, title examination fees, commitment or binder preparation fees, settlement fees, notary fees, or any other charges of any nature assessed by the attorney, title company or settlement agent selected by Purchaser to conduct Settlement under this Agreement or by any governmental authority, and that Purchaser shall be responsible for the payment of all such costs.

In all cases, regardless of the attorney, title company, or settlement agent conducting Settlement under this Agreement, and regardless of whether Purchaser has elected to pay cash pursuant to Section 2, or to obtain financing from a Designated Lender or a non-Designated Lender, Purchaser shall be solely responsible for all owner's and lender's title insurance premiums, mortgage insurance premiums, if any, as well as for any fees or costs assessed by the lender, including, but not limited to, loan placement fees, lender's counsel fees or document preparation or review fees, and Purchaser shall also be responsible for the payment of all title insurance company or settlement agent and lender delivery and messenger fees, notary fees, title commitment or binder preparation fees, title company (or related law firm) charges or document preparation fees, Purchaser's attorney's fees, lender inspection fees, tax service fees, all conveyancing and recording fees, recordation taxes on the deed and any purchase money deed of trust or other deed of trust (including, without limitation, the District of Columbia Real Property Recordation Tax), preparation of trust, note and/or power of attorney, insurance and tax escrows, and prepaid items required by the lender.

(iii) **Prepayments and Escrows.** If required by the lender, Purchaser shall prepay at settlement any mortgage insurance premiums and a percentage of the estimated annual real estate taxes and hazard insurance premiums. If a final real estate tax bill has not been issued for the Property prior to settlement, Purchaser shall comply with such arrangements as may be established by Seller to assure payment of such taxes; any supplemental taxes shall also be prorated to the date of Settlement. The monthly Common Expenses assessment against the Property, as well as all rents, taxes, insurance, and water, sewer and operating charges are to be adjusted to the date of Settlement. Real estate taxes, general and special, are to be adjusted according to the District of Columbia certificate of taxes, except that assessments for improvements completed prior to the date of this Agreement (other than any existing dwelling being purchased hereunder), whether assessment therefor has been levied or not, shall be paid by the Seller, or allowance made therefor at the time of Settlement. Real estate taxes, which are subject to yearly reassessment by the District of Columbia, will be billed directly to the unit owner by the District of Columbia. Direct billing may not begin until the next tax year following the tax year in which Settlement occurs and Seller may continue to be billed for real estate taxes based on an



assessment of the existing tax parcels in the Condominium. If Settlement on the Condominium unit occurs before an individual tax bill for the unit has been issued, Purchaser will be required to reimburse the Seller at Settlement for the amount of taxes attributable to the unit being conveyed, pro-rated from the date of Settlement to the end of the tax year. In the event that at the time of Settlement any such item has not been allocated among the units, the total of said items for the Property shall be allocated among the units (on an estimated basis, if necessary in accordance with each unit's undivided interest in the Common Elements of the Condominium as set forth in Exhibit B to the Condominium Declaration).

(iv) **Working Capital Assessment.** In addition to all other expenses of closing Purchaser agrees to pay a non-refundable contribution to the initial working capital of the Condominium in the amount set forth in Exhibit V-B to the Public Offering Statement. This sum is equal to two (2) months estimated assessments for the Property as of the date of Settlement. The working capital contribution will be in addition to and not in lieu of any assessments imposed thereafter by the Unit Owners Association.

(c) At Settlement, Seller shall execute and deliver all documents necessary to effect and complete the Settlement, including but not limited to (i) a special warranty deed sufficient to convey fee simple title to the Property as herein provided, and (ii) the Settlement Statement.

(d) At Settlement, Purchaser shall execute and deliver all documents and all funds necessary to complete Settlement, including, but not limited to (i) the remainder of the Purchase Price and all settlement costs due from Purchaser; (ii) the Settlement Statement; and (iii) all mortgage and title company documents required by the lender or title company.

(e) This Agreement is a single, indivisible contract and the delivery to and acceptance of the deed by Purchaser shall be deemed and considered as full performance and compliance by Seller of all the terms of this Agreement, and as a release by Purchaser of any and all rights, obligations, claims, or causes of action against Seller.

#### 5. **Pre-Settlement Inspection and Home Inspection Policy.**

(a) **Pre-Settlement Inspection.** Seller shall afford Purchaser an opportunity prior to Settlement for one "walk-through" of the Property and to develop jointly with Seller a final and complete "punch list" on the Unit Inspection Form. Seller may limit the time allowed for the "walk-through" to a period of no more than one hour. Seller shall remedy such "punch list" items as soon thereafter as reasonably practicable, but failure to remedy such items by the date scheduled for Settlement shall not postpone Settlement or permit Purchaser to refuse to settle. It is further agreed that there shall be no withholding of Seller's funds or any part thereof at Settlement on account of any such "punch list" items on the Unit Inspection Form. Seller shall notify Purchaser no less than five (5) days prior to Settlement of the date and time that the Property will be ready for inspection. At such inspection, the Unit Inspection Form shall be completed and executed by Purchaser and by a representative of Seller. Purchaser shall attend such inspection and participate in completing the Unit Inspection Form prior to settlement. Failure of Purchaser to make the inspection at the date and time specified by Seller shall constitute full acceptance of the Property by Purchaser. Any item not listed on such Unit Inspection Form shall be conclusively deemed fully accepted by Purchaser. Upon acceptance of the deed by Purchaser, Purchaser agrees to hold Seller free from liability for any visible defects not specifically noted in said Unit Inspection Form.

(b) **Home Inspection Policy.** In the event that Purchaser desires to engage the services of a home inspector, the following procedures shall apply:

(i) Purchaser shall notify Seller in writing no later than the scheduling of the "walk-through" of Purchaser's desire to use the services of a home inspector. In the event Purchaser fails to so notify Seller, Purchaser waives any right Purchaser may have to permit a home inspector to access the Property.

(ii) Purchaser shall arrange for a copy of the home inspector's liability insurance to be delivered to the sales agent at the Condominium at least forty-eight (48) hours prior to the scheduled inspection by the home inspector. In the event Purchaser fails to so provide a copy of such insurance or if such insurance is not satisfactory to Seller in Seller's sole discretion, Purchaser waives any right Purchaser may have to permit a home inspector to access the Property.

(iii) Purchaser's home inspector may only access the Property for a period of no more than one hour immediately prior to the Purchaser's scheduled "walk-through" and such home inspector shall not accompany Purchaser during Purchaser's "walk-through"

(iv) Purchaser shall have the sole obligation to provide Seller with any defects noted by the home inspector to be added to the "punch list" at the time of Purchaser's scheduled "walk-through". Seller shall only be

responsible to correct a defect noted by Purchaser's home inspector if such defect is included in the "punch list" during the "walk-through" between Seller and Purchaser

**6. Agent.**

(a) Seller and Purchaser acknowledge that this Agreement was procured through the services of Seller's Agent, Tenacity Real Estate, without the intervention of any other cooperating broker, except as expressly recognized elsewhere herein on the date of Purchaser's execution of this Agreement. Purchaser shall indemnify Seller against the claim of any other broker, including any attorney's fees incurred as a result of such claim. Seller hereby recognizes Agent as the agent responsible for procuring this transaction, and Seller agrees to pay Agent a sales commission upon, and only upon, the consummation of Settlement and recordation of the deed pursuant to this Agreement, pursuant to a separate agreement between Agent and Seller. This sales commission shall not be deemed earned or payable until the completion of Settlement hereunder and recordation of the deed from Seller to Purchaser. Seller hereby authorizes and directs the settlement attorney to pay such commission from its proceeds at settlement.

Acknowledgment: Agent and any other agent to this transaction recognizes and agrees that no commission is due hereunder unless and until this sale is consummated by settlement and all funds are collected. Failure to consummate the sale for any reason will relieve Seller of and from any obligation to any agent or broker, co-op or otherwise, for any commission or otherwise.

(b) Purchaser recognizes that Agent receives all information as to Seller's projected completion date from Seller and that in this regard Agent is merely acting as a conduit of information and not in any respect as Agent of Seller. Agent shall not be responsible in any manner whatsoever to Purchaser for failure or inability of Seller to meet Seller's projected completion date, it being agreed that Purchaser shall look solely to Seller in this regard. Purchaser acknowledges and agrees that Seller shall not be responsible for any misinformation given by Agent or any co-op broker. The co-op broker has no authority, apparent or actual, to act on behalf of Seller.

**7 Risk of Loss.**

Seller assumes the risk of loss or damage to the Property by fire or other casualty until Settlement occurs as provided in this Agreement.

**8. Title.**

(a) The Property shall be sold free of monetary encumbrances, except as otherwise provided herein. Title at Settlement is to be good of record and fully insurable by a title insurance company at regular rates, subject, however, to the terms and conditions of the Condominium Act, the Condominium Instruments, covenants, easements, rights-of-way, conditions and restrictions of record, such other restrictions as are specifically set forth herein, ordinances and regulations of municipal or other governmental authorities, any other matters or easements which may be observed by an inspection of the Property, purchaser's deed of trust, and to liens or other matters over which the title company agrees to insure.

(b) If title to the Property cannot be so conveyed to Purchaser at Settlement for any reason whatsoever, including, but not limited to, the filing by third parties of any impediments to title, the Deposit and all interest accrued thereon, if any, shall be returned and this Agreement shall be declared null and void at the option of Purchaser or Seller, unless the defects are of such character that they may be remedied by Seller and only if Seller elects to undertake to cure such defects. Seller and its Agent are hereby expressly released from any and all liability for damages by reason of any defect in the title. In the event that legal steps are necessary to perfect the title, such action, if Seller elects to undertake the same, will be taken promptly by and at Seller's expense, whereupon the time herein specified for full settlement by Purchaser shall be extended for the period necessary for such action, but not to exceed twelve (12) additional months.

(c) The Property is sold subject to easements, if any, created or to be created, prior to or after Settlement, in favor of utility companies, municipal authorities, or quasi-governmental authorities for the installation of utilities or Road lights or roads and/or additional covenants, rights-of-way, conditions, restrictions or easements which may be placed of record by Seller after the effective date of this Agreement for the benefit of the Property and/or the community of which it is a part. This Agreement shall be subordinate to any such easements, rights-of-way, covenants, conditions and restrictions of record. If such easements, rights-of-way, covenants, conditions or restrictions are placed of record after Settlement and recordation of the deed, Purchaser shall, and does hereby agree to, subject the Property to all such easements, rights-of-way, covenants, conditions and restrictions and subordinate Purchaser's fee interest therein to all of same.

**9 Occupancy.**

(a) Occupancy hereunder shall be given to Purchaser after Settlement.

(b) Notwithstanding Purchaser's occupancy as aforesaid, Seller shall have the right to enter upon the Property at any time before or after Settlement for the purpose of making common element changes to the Property or the Condominium, including, but not limited to, changes as may be required by Seller's site plan, the Plat and Plans or any modifications thereof, or any changes which may be required as a condition of Seller's release by applicable governmental authorities from any and all subdivision or site plan bonds or other escrows.

10. **Delay.**

(a) **Purchaser's Option.** If settlement shall not have occurred within twenty-four (24) months after execution of this Agreement due to reasons within Seller's control, Purchaser shall have the option of either: (i) terminating this Agreement by written notice to Seller, delivered at any time prior to Seller's establishment of a settlement date, in which event Seller shall, if Purchaser shall not then be in default, cause the Deposit (and all other money paid to Seller by Purchaser hereunder, if any) to be returned to Purchaser, and neither party shall have any further liability or obligation hereunder; or (ii) electing to proceed with the purchase of the Property when the same is completed.

(b) **Force Majeure.** If Seller is delayed in completing and settling on the Unit for reasons beyond the control of Seller, then the time for completion and settlement shall be extended for the period of such delay. Reasons beyond the control of Seller shall include, without limitation, impossibility of performance, acts of God, fire, earthquake, flood, explosion, labor stoppages, materials and supply interruptions, failure of general contractor to complete in accordance with the terms of the contract between Seller and general contractor, condemnation or acts of governmental agencies asserting jurisdiction over the Condominium, and any other legally supportable justification under the laws of the District of Columbia which would excuse Seller from completing and settling on the Unit within the period allowed in Section 10(a).

11. **Unsold Properties.**

Until such time as all of the Units in the Condominium are sold, Seller reserves the right to make such use of any unsold Units, the Common Elements, the Roads and the main entrance of the project as is necessary for its sales and construction program and equipment storage. Purchaser recognizes, acknowledges and agrees that, in order to accomplish Seller's construction program, trucks, construction equipment, personnel, and noise and other inconveniences attendant thereto may be present. Purchaser consents thereto, and Purchaser agrees not to obstruct or impede any such construction or sales activities.

12. **Access.**

Purchaser shall not have access or entry to the Property or the construction site during construction, nor may Purchaser store any of Purchaser's possessions in or about the Property or construction site prior to the Settlement under this Agreement and delivery of possession to Purchaser hereunder. Any violation of this provision shall, at the election of the Seller, be a material breach of this Agreement, and in addition to any other remedies available to Seller, Seller may declare this Agreement null and void. In such event, any amount paid toward the Purchase Price, including, but not limited to, the Deposit and any payment for any options, extras or decorator selections, may be retained by Seller as fixed and liquidated damages. Purchaser and Seller acknowledge and agree that the aforesaid liquidated damages are not a penalty, but represent the best and most reasonable estimate of the actual damages which Seller shall sustain upon any breach by Purchaser of the prohibition of this Paragraph 12. Furthermore, the parties hereto agree that Seller shall not be responsible for personal injury or property damage to Purchaser or Purchaser's agents from Purchaser's violation of the prohibitions of this paragraph, nor shall Seller be responsible for personal injury or property damage arising at any time from any and all environmental or ecological conditions or by-products thereof, including, but not limited to, radon or hazardous waste.

13. **Location.**

The location, area, and ground elevation of the Condominium, the elevation of the Property, and the revision of the Plat and Plans, if necessary, as required by any governing body or governmental authority to conform to the existing property contours, are to be determined by Seller in its sole and absolute discretion.

14. **Models and Displays.**

It is hereby agreed that all furniture and appurtenant property, non-standard household appliances, furnishings, non-standard fixtures, non-standard carpeting and floor tile, non-standard mirrors, built-ins, wallpaper, window decorating treatments, special trees, shrubbery, landscaping, and other decorator features exhibited in the model units and model area are for exhibition purposes only and are not included in the Purchase Price, unless otherwise expressly provided herein.

**15 Warranties.**

AT SETTLEMENT, SELLER WILL DELIVER TO PURCHASER AN EXECUTED COPY OF THE LIMITED WARRANTY IN THE FORM SET FORTH IN THE CONDOMINIUM INSTRUMENTS. UNLESS SPECIFIED OTHERWISE HEREIN, ALL WARRANTIES OTHER THAN THOSE EXPRESSLY PROVIDED IN THE LIMITED WARRANTY IN THE CONDOMINIUM INSTRUMENTS ARE HEREBY EXCLUDED. PURCHASER HAS BEEN AFFORDED THE OPPORTUNITY TO REVIEW THE LIMITED WARRANTY PRIOR TO EXECUTION OF THIS AGREEMENT, AND AGREES TO ACCEPT THIS WARRANTY AS THE SOLE WARRANTY BEING GIVEN BY SELLER TO PURCHASER. SELLER MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, BY STATUTE OR OTHERWISE, TO PURCHASER. SELLER SHALL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE DUE TO OR ARISING FROM ENVIRONMENTAL OR ECOLOGICAL CONDITIONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO WARRANTY IS HEREBY GIVEN OR TO BE IMPLIED HEREFROM OR OTHERWISE. AFTER SETTLEMENT, PURCHASER AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY WORK, WHETHER OR NOT PATENTLY INCOMPLETE, OR ANY DEFECTS NOT SPECIFICALLY NOTED IN THE PRE-SETTLEMENT UNIT INSPECTION FORM, UNLESS OTHERWISE SPECIFICALLY PROVIDED IN THE LIMITED WARRANTY. IT IS FURTHER AGREED THAT THERE SHALL BE NO WITHHOLDING OF SELLER'S FUNDS OR ANY PART THEREOF AT SETTLEMENT FOR ANY SUCH ITEMS.

**16. Default By Either Party.**

(a) In the event that Purchaser defaults in any of Purchaser's obligations under this Agreement, or fails to perform its obligations in the time period set forth in this Agreement, or in the event that Purchaser fails to make full Settlement hereunder as hereby required and at the time set forth in the Settlement Notice, the Earnest Money Deposit and all interest accrued thereon, if any, shall be forfeited as liquidated damages (in which event Purchaser shall be relieved from further liability hereunder), unless Seller notifies Purchaser and Agent in writing within thirty (30) days after the date provided for Settlement herein of its election to avail itself of any legal or equitable rights, other than the said liquidated damages, which Seller may have under this Agreement. It is acknowledged and agreed by Seller and Purchaser that the aforesaid liquidated damages are not a penalty, but represent the best and most reasonable estimate of the parties hereto of the actual damages which Seller shall sustain upon any default by Purchaser, which damages are not capable of precise determination. In the event that Seller permits Purchaser to defer Settlement to a date subsequent to the date set forth in the Settlement Notice, then Purchaser shall pay to Seller at Settlement a late charge in an amount equal to Two Hundred Dollars (\$200) per day for each day following the date set forth in the Settlement Notice that Settlement does not occur, until the actual day of Settlement.

(b) In the event that this Agreement is breached by Seller, Purchaser shall have as its sole and exclusive remedy the right to terminate this Agreement by giving prompt written notice thereof to Seller, and Seller, upon receipt of such notice, shall forthwith return to Purchaser all sums theretofore paid by Purchaser to Seller as Purchaser's sole and complete remedy on account of any and all such defaults. No other damages, rights or remedies (whether or not Purchaser shall elect to terminate this Agreement) shall in any case be collectible, enforceable or available to Purchaser, and Purchaser agrees to accept and take the liquidated damages as Purchaser's sole damages and relief hereunder in such event. In consideration of the liquidated damages paid to Purchaser by Seller under this Agreement, the sufficiency of which is hereby acknowledged, Purchaser hereby expressly waives any and all rights Purchaser may have to enforce this Agreement by specific performance or to obtain any other equitable relief against Seller and to any further damages or other relief against Seller, but only to the extent such waiver is permitted by applicable law and does not negate or affect any approvals or exemptions for which the Condominium may otherwise qualify.

**17. District of Columbia Soil Disclosure Requirement.**

Purchaser confirms that Seller has advised it, pursuant to Title 42, Section 608 of the District of Columbia Code, that the soil on the subject lands is noted in the Soil Survey of the District of Columbia as the following characteristics: "Urban Land; nearly level to moderately sloping areas, most of which are occupied by structures or works; on all landscape positions."

Purchaser has been advised that it may obtain further information in this regard by engaging a soil testing laboratory, the D.C. Department of Environmental Services, or the Soil Conservation Service of the U.S. Department of Agriculture. Nothing herein shall constitute a representation or warranty by the Seller as to the soil characteristics of the subject property.

**18. Condominium Assessments.**

(a) Purchaser acknowledges that Purchaser has been fully advised that the Property is part of a Condominium organized under the District of Columbia Condominium Act of 1976, as amended, and that upon taking the title to the Property, Purchaser will have a continuing monthly obligation to pay in advance, when assessed by the Unit Owners Association, a share of the Common Expenses of operating and

maintaining the Condominium, as indicated in the Condominium Instruments. The assessment will be based on the budget adopted from time to time by the Unit Owners Association. The projected budget for the first year of operation of the Condominium and a table of initial estimated monthly assessments is included in the Public Offering Statement. The projected budget is believed to be reasonably accurate, but no warranty is made or intended that the budget will not be increased either before or after settlement, nor may one be relied upon. The estimated assessment does not include real estate taxes on the Property.

(b) The phrase "Initial Operating Period," as used in this Agreement, means the period of time ending on the earliest to occur of (a) that date which is ninety (90) days following the date that Condominium Units to which 75% of the Percentage Interests appertain have been conveyed by the Seller, (b) one (1) year following the date that the first Unit is conveyed to a purchaser, or (c) on such earlier date as the Seller in its sole discretion may determine. During the Initial Operating Period, (i) the Seller shall pay the costs of operating the Condominium, and (ii) the Purchaser, in lieu of a condominium assessment against the Unit for common expenses, shall pay Seller a fee in an amount equal to one hundred percent (100%) of the Unit's estimated monthly condominium fee for each month (or portion of a month on a pro rata basis) during the Initial Operating Period that the Purchaser owns the Unit. The Seller shall not be obligated to fund or otherwise contribute to any capital or other reserve for the Condominium during the Initial Operating Period.

#### 19. **Special Seller's Rights.**

(a) **Title to Unsold Condominium Units.** Seller will retain or acquire title to each Condominium Unit not sold to any other Person. Seller retains the right to enter into leases with any third parties for the occupancy of any Condominium Unit so retained or acquired by Seller and not sold to any other Person.

(b) **Easement for Sale.** Until such time as all of the Condominium Units are sold, Seller reserves the right to make such use of unsold Condominium Units and such of the Common Elements of the Condominium including the related amenities and facilities and storage spaces, as are necessary for Seller's sales program.

#### 20. **Pre-Sale Requirement.**

[Intentionally Omitted]

#### 21. **Underground Storage Tank Disclosure.**

In accordance with the requirements of the D.C. Underground Storage Tank Management Act of 1990, as amended by the District of Columbia Underground Storage Tank Management Act of 1990 Amendment Act of 1992 (D.C. Code 8-113.01 et seq.) (the "Act") and the D.C. Underground Storage Tank Regulations, 20 DCMR Chapters 55-70 (the "Regulations"), Seller hereby informs Purchaser that Seller has no knowledge of the existence or removal during Seller's ownership of the Property of any "underground storage tanks" as that term is defined in the Act and the Regulations. Information pertaining to underground storage tanks and underground storage tank removals of which the D.C. Government has received notification is on file with the D.C. Department of Consumer and Regulatory Affairs, Environmental Regulation Administration, Underground Storage Tank Branch, 2100 Martin Luther King, Jr. Avenue, S.E., Washington, D.C., telephone (202) 404-1167.

#### 22. **Post-Closing Disputes.**

All questions, differences, disputes and controversies arising under this Agreement or with respect to the Property, the construction of the dwelling, or otherwise, after Settlement shall, if the parties cannot amicably resolve the matter, be settled by the architect of the Condominium. Either party may appeal the decision of the architect to arbitration. Such arbitration shall be conducted at the request of Seller or Purchaser before three arbitrators (unless the parties agree to one arbitrator) designated as follows: The party requesting the arbitration shall designate in writing, within ten (10) days of such request, the name of an arbitrator who is knowledgeable in the issues which are the subject of the arbitration and who has at least three (3) years prior experience as an arbitrator, and the other party shall make a similar designation within the same period of time. No person shall serve as an arbitrator if such person has any financial or personal interest in the result of the arbitration or who is related to or is otherwise affiliated with either party to the arbitration. Within fifteen (15) days after the designation as aforesaid, the two arbitrators shall select and designate a third arbitrator. The arbitrators designated shall make their award in strict conformity with generally accepted rules of arbitration in effect in the District of Columbia and shall have no power to depart from or change any of the provisions thereof. Any such arbitration award shall be binding upon the parties and enforceable by any court exercising jurisdiction over the parties. The expense of arbitration proceedings conducted hereunder (other than witness fees and attorneys' fees) shall be divided equally between the disputing parties. All arbitration proceedings hereunder shall be conducted in the District of Columbia.

### 23. Miscellaneous.

- (a) The parties to this Agreement mutually agree that this Agreement shall be binding upon them, and each of their respective heirs, executors, administrators, successors and assigns; provided, however, that Purchaser shall have no right to assign this Agreement. Any purported assignment of this Agreement by Purchaser in violation hereof shall be voidable at the option of Seller. Seller's refusal to consent to an assignment hereof shall not entitle Purchaser to terminate this Agreement or give rise to any claims for damages against Seller. Seller may assign its rights hereunder. Purchaser further agrees not to offer or market the Property for re-sale until after Settlement shall have occurred hereunder.
- (b) Except for those provisions of Paragraphs 3, 4(c), 6(b), 8(c), 9(b), 10, 11, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, and 26, which are for the benefit of Seller (which shall survive the Settlement hereunder), the terms and provisions of this Agreement shall not survive the Settlement hereunder. Purchaser's acceptance of delivery at Settlement shall relieve Seller of any further obligation under this Agreement...
- (c) Purchaser is expressly prohibited from recording, and covenants not to record, this Agreement, any memorandum thereof or any lis pendens, whether or not Seller is at any time in default hereof, and upon any recordation or attempted recordation, Purchaser shall be in default of this Agreement, and Seller shall have all rights and remedies to which it is entitled pursuant to Paragraph 16(a) hereof with respect to such default. It is acknowledged and agreed by Purchaser and Seller that the aforesaid liquidated damages are not a penalty. Seller is empowered hereunder to seek immediate and summary injunctive relief against Purchaser if Purchaser places any impediment to title among the land records, together with costs and attorney's fees incurred by Seller in connection therewith.
- (d) This Agreement and its addenda, if any, contains the final and entire agreement between the parties hereto, and the parties hereto shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not herein contained. Purchaser agrees that Purchaser will rely only upon representations set forth in this Agreement. No action or inaction by Seller shall constitute a waiver of any default or obligation under this Agreement and no waiver of any default or obligation shall be effective unless it is in writing and signed by Seller.
- (e) This Agreement is not severable except with the prior written consent of Seller. If any part of this Agreement is unenforceable or severed for any reason, then at Seller's election this Agreement may be terminated upon written notice to Purchaser and upon such termination Seller shall return Purchaser's Deposit and any other monies paid Seller hereunder and not then expended in connection with the Property, in which event the parties hereto shall be relieved of any and all further liability hereunder.
- (f) Purchaser acknowledges that Purchaser has read and understands the terms and conditions set forth in Paragraphs 1 through 29 hereof, on the face and reverse of this form, and that Purchaser and Seller are bound by the terms hereof.
- (g) Typewritten or handwritten language added to the printed contractual form (excluding addenda) is added for clarification only. In no event shall such additional typewritten or handwritten material take precedence over the printed form (excluding addenda). In the event of any ambiguity or inconsistency between the printed form and the handwritten or typewritten additions, the printed form shall take precedence.
- (h) PURCHASER HEREBY REPRESENTS AND WARRANTS THAT PURCHASER INTENDS TO OCCUPY THE PROPERTY AS A PRIMARY RESIDENCE. ANY MISREPRESENTATION REGARDING PURCHASER'S INTENTION TO RESIDE IN THE UNIT SHALL CONSTITUTE A DEFAULT BY PURCHASER PURSUANT TO PARAGRAPH 16(a) HEREOF.
- (i) If this Agreement is signed by an individual who is unmarried at the time of execution hereof, and at the time of Settlement such individual is then married, Purchaser shall indemnify Seller from any loss that may arise by reason of failure of Purchaser's spouse to execute any applications, mortgages, notes or other documents required by the lender. If Purchaser is married and Purchaser's spouse is not also a purchaser under this Agreement, then Purchaser shall be responsible for such spouse executing the mortgage loan documents required by the lender and the failure of such spouse to do so shall not release Purchaser from any obligations under this Agreement.
- (j) The term "mortgages" as used herein shall include deeds of trust and vice versa.
- (k) All notices required or permitted herein shall be in writing and effective as of the date on which such notice is mailed in any United States Post Office by first-class mail, postage prepaid, or hand-delivered to the

person to whom such notice is directed at the address designated herein, or to such other address as the parties may designate in writing from time to time.

(l) This Agreement may be executed in counterparts, and all such counterparts shall be deemed to constitute one and the same Agreement, notwithstanding that all parties are not signatories to the same counterpart.

(m) ALL FUNDS TO BE DELIVERED BY PURCHASER UNDER THIS AGREEMENT SHALL BE IN THE FORM OF GOOD, IMMEDIATELY AVAILABLE FUNDS. IF FOR ANY REASON A CHECK IS RETURNED FOR INSUFFICIENT FUNDS OR OTHERWISE NOT HONORED BY THE INSTITUTION UPON WHICH IT IS DRAWN, THEN PURCHASER SHALL BE IN DEFAULT UNDER THIS AGREEMENT AND SELLER SHALL HAVE THE RIGHT TO EXERCISE ANY AND ALL RIGHTS AND REMEDIES IT MAY HAVE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, TERMINATION OF THIS AGREEMENT AND RETENTION OF ALL FUNDS RECEIVED TO THE DATE OF TERMINATION IF THE DISHONORED CHECK IS NOT REPLACED BY IMMEDIATELY AVAILABLE FUNDS IN THE FORM OF WIRE TRANSFER FUNDS, CERTIFIED CHECK OR CASHIER'S CHECK DELIVERED TO SELLER WITHIN TWO BUSINESS DAYS AFTER PURCHASER IS NOTIFIED OF THE DISHONOR OF HIS OR HER CHECK.

(n) Any delay by Seller in its exercise of any right to terminate this Agreement under the terms provided in this Agreement shall not constitute a waiver of Seller's right to terminate this Agreement at any time thereafter.

(o) If for any reason Seller accepts one or more promissory notes from Purchaser for any portion of the Earnest Money Deposit, and any payment under any such promissory note is not made strictly in accordance with the terms of said promissory notes, then Purchaser shall be in default under this Agreement, in which event Seller shall have the right, at its sole option, to (i) terminate this Agreement and retain the entire Earnest Money Deposit and all Option Payments made to date, and (ii) exercise any other remedies available to Seller under Section 16(a) of this Agreement in the event of Purchaser's default.

(p) All amounts shown on any summary of costs are subject to final verification and audit and should any mathematical errors be determined upon verification, or any computations prove to be incorrect (i.e., an addition error in calculating the aggregate amount of options selected or the addition of the options to the base sales price), the parties agree to promptly execute an addendum to this Agreement to correct such errors and if any additional sums are required to be paid by Purchaser based upon such corrections, then Purchaser shall promptly pay such amount, or if a refund is due to Purchaser, Seller shall cause such refund to be promptly made to Purchaser.

(q) This Agreement shall be governed by the laws of the District of Columbia and the terms and provisions of this Agreement shall be interpreted and construed in accordance with said laws of the District of Columbia.

(r) Purchaser agrees and covenants with Seller that until Purchaser shall have acquired title to the Property under the terms of this Agreement, Purchaser shall not market or offer the Property for sale to any other person or party. Purchaser's violation of this agreement and covenant shall result in the Purchaser's forfeiture to Seller of Purchaser's Deposit and all interest accrued thereon.

(s) Purchaser acknowledges that governmental authorities may restrict or eliminate the use of roof terraces by owners of condominium units, their residents, tenants and guests.

(t) Purchaser acknowledges that certain design and architectural aspects of the Condominium remain subject to governmental approval, and Seller reserves the right to make design and architectural changes required by governmental authorities, including the removal or elimination of projections of the Condominium into public space. In the event of a material change to the design of the Condominium Unit being purchased, the Purchaser shall have the right, to be exercised within fifteen (15) days following written notice from Seller, to terminate this Agreement and receive the return of Purchaser's deposit and all interest accrued thereon, and Seller and Purchaser shall have no further liability to each other hereunder. Compliance with the public space vault permits and agreements are necessary to maintain the permits and agreements, and the District of Columbia reserves the right to terminate the public space vault permits and/or agreements. Governmental authorities may also restrict or eliminate the use of roof terraces by owners of condominium units, their residents, tenants and guests.

(u) Renderings and drawings of the Condominium and the Condominium Unit which have been or may be delivered to the Purchaser are for sales and marketing purposes only and do not necessarily reflect the actual Condominium and Condominium Unit dimensions and configurations. Purchaser should review the Plat and Plans of Condominium Subdivision for the dimensions and configurations of the Condominium and Condominium Unit.

**24. Condominium Instruments.**

(a) Purchaser hereby acknowledges that Purchaser has received a copy of the Public Offering Statement, including the Declaration, the Bylaws of the Units Owners Association and related documents (collectively, the "Condominium Instruments"). Purchaser agrees to be bound by the provisions of the Condominium Instruments and any amendment to the Condominium Instruments which may later be adopted. Purchaser agrees to return the copy of the Public Offering Statement should this Agreement be terminated for any reason.

(b) Seller reserves the right, upon notice to Purchaser, prior to settlement hereunder, to make such modifications, additions or deletions in or to any of the Condominium Instruments as may be approved or required by any permanent lender, secondary mortgage market agency, public authorities or the title company insuring title, provided that none of the same will: (i) change the Common Element Interest of the Condominium Unit in the Common Elements of the Condominium as fixed in the Declaration (other than as permitted by the Declaration and the Condominium Act) or increase the proportion of the Common Expenses to be borne by the Condominium Unit being sold hereunder, (ii) increase the total Purchase Price hereunder, (iii) require a material physical modification of the layout or location of the Property; or (iv) decrease the financial obligations of Seller hereunder.

**25. Waiver of Jury Trial.**

PURCHASER AND SELLER EACH WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, WITH RESPECT TO ANY MATTER WHATSOEVER RELATING IN ANY WAY TO THIS AGREEMENT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO CLAIMS SOUNDING IN CONTRACT, TORT, NEGLIGENCE, FRAUD, OR BY ANY APPLICABLE STATUTE, OR IN ANY MANNER, DIRECTLY OR INDIRECTLY ARISING OUT OF THIS TRANSACTION AND/OR RELATING TO THE PROPERTY. IT IS FURTHER UNDERSTOOD AND ACKNOWLEDGED BY BOTH PARTIES THAT, SHOULD PURCHASER NAME ANY THIRD PARTY TO ANY SUCH ACTION OR PROCEEDING, THIS WAIVER OF JURY TRIAL IS APPLICABLE TO AND ENFORCEABLE BY ALL OF THOSE ENTITIES AND/OR INDIVIDUALS. IT IS THE EXPRESS INTENT OF PURCHASER AND SELLER THAT UNDER ANY CIRCUMSTANCES, ANY AND ALL POSSIBLE ACTIONS OR PROCEEDINGS WITH RESPECT TO THIS AGREEMENT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO CLAIMS SOUNDING IN CONTRACT, TORT, NEGLIGENCE, FRAUD, OR BY ANY APPLICABLE STATUTE, OR IN ANY MANNER, DIRECTLY OR INDIRECTLY, ARISING OUT OF THIS TRANSACTION AND/OR RELATING TO THE PROPERTY BE ENCOMPASSED WITHIN THIS WAIVER OF JURY TRIAL.

**26. Purchaser's Right to Cancel.**

(a) Seller hereby grants to purchaser a period of 15 days within which to review the Condominium Instruments made available to Purchaser pursuant to the District of Columbia Condominium Act of 1976, as amended, and applicable regulations. Notwithstanding any other provision of this Agreement, the Purchaser, at his election, by written notice to the Seller or Seller's agent, sent by registered mail (or personal delivery to the Seller's or Seller's agent's office during business hours) at any time prior to midnight local time of the 15th day following the date this Agreement is accepted by the Seller, or receipt by Purchaser of a current Public Offering Statement, whichever is later, may terminate this Agreement, and thereupon the Purchaser's entire Deposit shall be refunded and the parties hereto shall have no further rights or liabilities under this Agreement.

(b) **[Spanish Equivalent]** El vendedor permitira al comprador un periodo de 15 dias para revisar los documentos referente a las leyes y regulaciones en el Distrito de Columbia. No obstante cualquier otra provision de este acuerdo, el comprador, podra a su eleccion, responder al vendedor por medio de una carta registrada (o entregarlo personalmente a la oficina del vendedor durante las horas del trabajo) en cualquier momento antes de la medianoche del decimoquinto dia que sigue la fecha senalada en el contrato firmado por el comprador, o, que el comprador haya recibido un Anuncio de Oferta Publica corriente, lo que suceda ultimamente, podra terminar el acuerdo, el comprador recibira su deposito y no habra ninguna obligacion entre las personas dentro de esta acuerdo.

**27. Noise, Lighting, Odors and Signage.**

Purchaser hereby acknowledges and agrees that it is the nature of multifamily properties (of which this Condominium Unit is a part) that Condominium Units are built in close proximity to one another (resulting in sharing of common walls, floors and ceilings) and noise is frequently audible from one Condominium Unit to the next no matter how much sound proofing is attempted. Purchaser further acknowledges and agrees that sound insulation from an adjacent occupancy or activity in a manner comparable to a detached single-family residence is impossible to attain and that there will usually be some audio awareness of one's neighbors, depending upon the situation. Purchaser also acknowledges and agrees that Units may be subject to Road and retail lighting, electric/neon signage and other types of illumination and that direct light and/or glare from such sources may be



visible within the Units. Purchaser further acknowledges and agrees that the Condominium is located adjacent to or near commercial, retail, restaurants, grocery stores, fitness centers, bars, entertainment and/or parking facilities and activities, and that a residential project located in an urban setting, such as the Condominium, may be subject to certain Road and neighborhood noises and lighting sources and odors and vehicular and pedestrian traffic emanating from such facilities and activities. Purchaser further acknowledges and agrees that the Condominium will be subject to certain construction noise and dust during the remaining stages of construction of the Condominium which may occur subsequent to the date that Purchaser acquires and moves into his or her Condominium Unit, as well as certain construction noise and dust resulting from the construction of the adjoining and nearby commercial facilities and improvements.

**28 Radon Gas.**

Seller makes no warranties, express or implied, regarding the level or existence of radon gas in the Unit or any part of the Condominium. Seller assumes no responsibility or liability for the effectiveness of any devices or methods which may be installed in the Unit or building to reduce radon gas levels. Seller shall not be liable as a result of the existence of any environmental or ecological condition surrounding or within the Unit or any building.

**29. Development Rights and Tax Abatement.**

Purchaser hereby acknowledges and agrees that Seller is reserving unto Seller all right, title and interest in and to any and all tax abatements, and the right to transfer, deploy and apply any such tax abatement to other properties. Purchaser also acknowledges and agrees that Seller is reserving unto Seller all right title and interest in and to any and all transferable development rights, unused development rights and combined lot development rights, and Purchaser hereby agrees that by purchasing the Condominium Unit Purchaser is hereby releasing any and all claims, rights, title and interest in and to any and all tax abatements, transferable development rights, unused development rights and combined lot development rights, and further hereby appoints Seller as Purchaser's attorney in fact, which appointment is irrevocable and coupled with an interest, to sign and deliver any and all documents, agreements, plats, applications and all other instruments in the name of Purchaser if so required with respect to any and all tax abatements, transferable development rights and combined lot development rights.

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SIGNATURE PAGE FOLLOWS

[CONTINUED FROM PREVIOUS PAGE]

**PURCHASER(S):**

DATE: \_\_\_\_\_

Social Security #: \_\_\_\_\_

\_\_\_\_\_  
(Purchaser)

Address: \_\_\_\_\_

Telephone: Home: ( ) \_\_\_\_\_

Office: ( ) \_\_\_\_\_

Social Security #: \_\_\_\_\_

\_\_\_\_\_  
(Purchaser)

Address: \_\_\_\_\_

Telephone: Home: ( ) \_\_\_\_\_

Office: ( ) \_\_\_\_\_

**SELLER:**

COLUMBIA 3534 10TH STREET, LLC  
a District of Columbia limited liability company

By: COLUMBIA 3534 MANAGEMENT LLC  
Managing Member

Ratification Date: \_\_\_\_\_

By: \_\_\_\_\_  
Thomas M. Yockey  
Managing Member

**AGENT FOR SELLER:**

Tenacity Real Estate

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

The following cooperating broker is hereby recognized as purchaser's broker:

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Agent: \_\_\_\_\_

Agent's D.C. Real Estate License No. \_\_\_\_\_

Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

Commission: \_\_\_\_\_ only in the event of Settlement Cooperating broker not paid commission on Purchaser's options.

**RECEIPT OF CONDOMINIUM INSTRUMENTS**

The undersigned Purchaser hereby acknowledge(s) that I (we) have received a copy of the Public Offering Statement containing the Declaration, the Bylaws and the related documents The Alexander Condominium, 3534 10<sup>th</sup> Street, N.W., Washington, D.C. 20010

Date: \_\_\_\_\_ (Purchaser)  
Date: \_\_\_\_\_ (Purchaser)

**THE ALEXANDER CONDOMINIUM  
ADDENDUM \_\_\_\_\_ TO PURCHASE AGREEMENT  
GENERAL ADDENDUM**

This Addendum to the Sales Agreement ("Addendum") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ ("Purchaser") and COLUMBIA 3534 10TH STREET, LLC ("Seller") for the Property in THE ALEXANDER CONDOMINIUM identified as follows:

Condominium Unit No. \_\_\_\_\_

Property Address: 3534 10<sup>th</sup> Street, N.W., Washington, D.C 20010

Purchaser and Seller entered into a certain Purchase Agreement, dated \_\_\_\_\_, 20\_\_\_\_, and written addenda (if any) for the Property ("Agreement")

Now therefore, it is mutually agreed that the following provisions be added:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum is incorporated into the Agreement by this reference. All other terms and conditions of the Agreement shall remain in full force and effect. This Addendum is not a novation of the Agreement.

**PURCHASERS:**

DATE: \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

**SELLER:**

COLUMBIA 3534 10TH STREET, LLC  
a District of Columbia limited liability company

By: COLUMBIA 3534 MANAGEMENT LLC  
Managing Member

By: \_\_\_\_\_  
Thomas M. Yockey  
Managing Member

**AGENT FOR SELLER:**

Tenacity Real Estate

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**THE ALEXANDER CONDOMINIUM  
ADDENDUM \_\_\_\_\_ TO PURCHASE AGREEMENT  
CONTINGENCY ADDENDUM**

This Addendum to the Purchase Agreement ("Addendum") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Purchaser") and COLUMBIA 3534 10TH STREET, LLC ("Seller") for the Property in THE ALEXANDER CONDOMINIUM identified as follows:

Condominium Unit No. \_\_\_\_\_

Property Address: 3534 10<sup>th</sup> Street, N.W., Washington, D.C. 20010

Purchaser and Seller entered into a certain Purchase Agreement, dated \_\_\_\_\_, \_\_\_\_\_, and written addenda (if any) for the Property ("Agreement")

WHEREAS, Purchaser wishes to modify the Agreement as hereinafter set forth; and

WHEREAS, Seller agrees to allow Purchaser to modify the Agreement by this Addendum.

NOW, THEREFORE, in consideration of the payment of One Dollar by Purchaser to Seller, receipt of which is hereby acknowledged, it is mutually agreed that the Agreement is modified as follows:

1. Notwithstanding any provision of the Agreement to the contrary, the obligations of Purchaser and Seller under the Agreement are expressly contingent upon:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. If, prior to the time the contingency set forth in Paragraph 1 has been met or waived, Seller receives a firm offer for the purchase of the Property, Seller shall give Purchaser notice of such offer. After the date of such notice, Purchaser shall have 72 hours in which to elect either to waive the contingency set forth in paragraph 1 and proceed to settlement or to terminate the Agreement. If the Agreement is terminated pursuant to this paragraph, the Deposit shall be returned to Purchaser, neither party shall have any future obligation or liability under the Agreement, and the Agreement shall be null and void. All parties and their agents agree to execute Seller's standard Release Agreement. If the Agreement is not so terminated, the contingency set forth in Paragraph 1 shall be deemed waived.

This Addendum shall not alter, modify or change in any other respect the Agreement, and except as modified herein, all the terms and provisions of the Agreement are hereby expressly ratified and confirmed and shall remain in full force and effect.

This Addendum is incorporated into the Agreement by this reference. This Addendum is not a novation of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above:

**PURCHASERS:**

DATE: \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

**SELLER:**

COLUMBIA 3534 10TH STREET, LLC  
a District of Columbia limited liability company

By: COLUMBIA 3534 MANAGEMENT LLC  
Managing Member

By: \_\_\_\_\_  
Thomas M. Yockey  
Managing Member

**AGENT FOR SELLER:**

Tenacity Real Estate

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**THE ALEXANDER CONDOMINIUM  
ADDENDUM \_\_\_\_\_ TO PURCHASE AGREEMENT  
INDOOR ENVIRONMENTAL INFORMATION ADDENDUM**

This Indoor Environmental Information Addendum to the Purchase Agreement ("Addendum") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between \_\_\_\_\_ ("Purchaser") and COLUMBIA 3534 10TH STREET, LLC, a District of Columbia limited liability company ("Seller") for the Property in THE ALEXANDER CONDOMINIUM identified as follows:

Condominium Unit No.: \_\_\_\_\_

Property Address 3534 10<sup>th</sup> Street, N.W , Washington, D.C. 20010

Purchaser and Seller entered into a certain Purchase Agreement, dated \_\_\_\_\_, 200\_\_\_\_, and written addenda (if any) for the Property ("Agreement").

WHEREAS, Purchaser and Seller wish to modify the Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the payment of One Dollar by Purchaser to Seller, receipt of which is hereby acknowledged, it is mutually agreed that the Agreement is modified as follows:

1. Notwithstanding any provision of the Agreement to the contrary, Purchaser and Seller acknowledge and agree that:

Mold, dust mites and pet dander are all naturally occurring substances that are all around us, including in the workplace, outdoors, in restaurants, and in the Purchaser's Condominium Unit. Seller and its employees are not experts on this topic, particularly with respect to mold, and there are many opinions, often conflicting, regarding this issue. Because this topic is one for which Purchaser may have questions, Seller desires to provide to Purchaser some basic information as well as the address of some websites where Purchaser can review such information in more depth. THE FOLLOWING IS NOT INTENDED TO BE A COMPREHENSIVE DISCUSSION OF THIS TOPIC AND IS BASED UPON DOCUMENTS FROM VARIOUS PUBLIC SOURCES.

As mentioned previously, molds are organisms found almost everywhere. Their growth requires a combination of moisture, an appropriate temperature, between 40° - 100° and a food source such as paper, dirt, wood or leaves. Molds can be highly beneficial, benign and in some cases, with certain individuals, give rise to concern of possible health effects, though there are presently no medical standards for exposure to molds. It is the Purchaser's responsibility to determine whether Purchaser or a member of Purchaser's household may have sensitivities to mold. Purchaser shall be solely responsible for monitoring Purchaser's Condominium Unit for possible contaminants such as mold.

Mold naturally occurs in any indoor environment. The U.S. Environmental Protection Agency's Air Quality Website, "Mold Resources", provides that, "There is no practical way to eliminate all mold and mold spores in the indoor environment, the way to control indoor mold growth is to control moisture." Mold can enter a Condominium Unit through doors, windows, people, pets and HVAC systems. As such, it is not possible to prevent mold from entering Purchaser's Condominium Unit.

A variety of governmental and non-governmental organizations have made suggestions of steps individuals, such as Purchaser, can take to control the potential for the growth of mold and other indoor contaminants in Purchaser's Condominium Unit. The following are suggestions and do not constitute an all-inclusive list:

- (a) Use air conditioners and dehumidifiers properly, clean the dehumidifiers and empty them daily;
- (b) Vacuum and clean regularly, using a mold-killing product in bathrooms;
- (c) Check the seal around the doors of Purchaser's refrigerator and freezer to make sure they are sealed properly and follow the manufacturer's maintenance procedures in cleaning the drip pans;
- (d) Address any leak immediately; and
- (e) Take immediate action if Purchaser detects signs of moisture or mold. Moisture should be immediately dried to prevent mold growth and Purchaser should clean any mold growth by washing off hard surfaces with detergent and water followed by complete drying of the surface. Mold not promptly and properly addressed may reoccur and/or spread.

The following websites are just a few of the many available to Purchaser where additional information can be obtained:

**US Environmental Protection Agency - <http://www.epa.gov>  
Centers for Disease Control and Prevention - <http://www.cdc.gov/nceh>**

2. In the event that moisture arises from a cause covered under the statutory condominium warranty (the "Warranty"), Purchaser MUST IMMEDIATELY contact Seller so that appropriate investigation and action can be taken. If the warranty period has lapsed or the Warranty does not cover the item(s), then Purchaser should take immediate action to have the problem addressed. Seller shall not be responsible for, and Purchaser expressly agrees to indemnify and hold Seller harmless from, any water/moisture related damages, including but not limited to personal injury or property damage caused by mold to the extent these damages:

- (a) are caused by Purchaser's negligence;
- (b) are caused or made worse by Purchaser's failure to immediately take necessary remedial actions and minimize damage caused by the water/moisture;
- (c) are caused by Purchaser's failure to immediately notify Seller of a water/moisture problem covered under the Warranty and Purchaser not permitting Seller access to the Unit to address the problem and take the remediation steps deemed necessary, if any, by Seller in its sole discretion.

**PURCHASER ACKNOWLEDGES THAT PURCHASER HAS RECEIVED, READ AND UNDERSTANDS THE INFORMATION, WAIVERS AND RECOMMENDATIONS IN THIS ADDENDUM**

This Addendum shall not alter, modify or change in any other respect the Agreement, and except as modified herein, all the terms and provisions of the Agreement are hereby expressly ratified and confirmed and shall remain in full force and effect

This Addendum is incorporated into the Agreement by this reference. This Addendum is not a novation of the Agreement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above:

**PURCHASERS:**

DATE: \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

**SELLER:**

COLUMBIA 3534 10TH STREET, LLC  
a District of Columbia limited liability company

By: COLUMBIA 3534 MANAGEMENT LLC  
Managing Member

By: \_\_\_\_\_  
Thomas M. Yockey  
Managing Member

**AGENT FOR SELLER:**

Tenacity Real Estate

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**THE ALEXANDER CONDOMINIUM  
RELEASE AGREEMENT**

This Release Agreement ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called the "Purchaser"), COLUMBIA 3534 10TH STREET, LLC (hereinafter collectively called the "Seller"), and Cornerstone Realty Group (hereinafter called the "Agent").

In consideration of mutual promises and agreement set forth herein, the Purchaser, the Seller and the Agent do hereby mutually release, relinquish and discharge forever one another, their officers, employees, representatives, attorneys, heirs, executors, administrators, successors, and assigns from any and all sums of money, commission, debts, suits, causes of action, claims, warranties, demands, or interest of any kind or nature, whatsoever arising from the Purchase Agreement, dated \_\_\_\_\_, 20\_\_\_\_, and its addenda, by and between the Purchaser and the Seller for the purchase and sale of the Property in THE ALEXANDER CONDOMINIUM identified as follows:

Condominium Unit No. \_\_\_\_\_

Property Address: 3534 10<sup>th</sup> Street, N.W., Washington, D.C. 20010

and the Purchaser, the Seller and the Agent hereby declare the aforementioned Purchase Agreement and its addenda to be null and void and of no further force and effect.

The deposit of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), minus \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), the non-refundable part of the deposit, forfeited by the Purchaser in accordance with the terms and conditions of the aforementioned Purchase Agreement and its addenda, shall be returned to the Purchaser within fifteen (15) days of execution of this Agreement by all parties

This writing contains the entire agreement between the parties. No agent, representative, salesman or officer of the parties has authority to make or has made any statements, agreement, or representation, either oral or in writing, modifying in any way the terms and conditions set forth in this Agreement. No dealings between the parties or custom shall be permitted to contradict, vary, add to or modify the terms of this Agreement.

This Agreement shall not be considered as binding on any party until Purchaser, Seller and Agent have affixed their signatures to this Agreement and Seller is in receipt of this fully executed Agreement.

[SIGNATURE PAGE FOLLOWS]

**PURCHASERS:**

DATE:

\_\_\_\_\_

\_\_\_\_\_

DATE:

\_\_\_\_\_

\_\_\_\_\_

**SELLER:**

COLUMBIA 3534 10TH STREET, LLC  
a District of Columbia limited liability company

By: COLUMBIA 3534 MANAGEMENT LLC  
Managing Member

By: \_\_\_\_\_  
Thomas M. Yockey  
Managing Member

**AGENT FOR SELLER:**

Tenacity Real Estate

DATE:

\_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**SCHEDULE A**  
**THE ALEXANDER CONDOMINIUM**  
**SCHEDULE OF FINISHES**

The Seller may substitute substantially equivalent materials and finishes for those specified herein. Color shall be reasonably close to those specified in the event of such substitution.

<u>ITEM</u>	<u>DESCRIPTION</u> <u>GENERAL ITEMS</u>
FLOORING	Ceramic in Baths. Hardwood in Living room, Kitchen and Foyer Carpet in the Bedroom
WALLS (Interior)	Painted flat
CEILINGS	Painted flat
PAINT	White semi-gloss on all doors and frame, wood base and trim. Kitchen and Bath walls and Bath ceilings. Flat on all other walls and ceilings
WALL BASEBOARD	Wood
TELEPHONE OUTLETS	One located kitchen
CABLE TV OUTLETS	One located in living room and Bedroom
THERMOSTAT -	One located in each unit.
SMOKE DETECTORS	One Per unit
	<b><u>BATHROOMS</u></b>
WALLS	Semi-gloss
FLOORING	Ceramic tile
BATHTUB	White with ceramic title surrounds
SHOWER WALLS AND TUB SURROUND	Ceramic tile
TOILET	White porcelain
VANITY TOP	Plastic laminate with white drop in sink
PLUMBING TRIM	Chrome
	<b><u>KITCHENS</u></b>
FLOORING	Hardwood
SINK	Stainless steel single bowl
CABINETS	30" to 42" wall cabinets with base cabinets in natural maple color
COUNTERTOP	Plastic laminate with backsplash
RANGE/OVEN	Gas
DISHWASHER	Multi-cycle
REFRIGERATOR	16 c.f. frost-free with ice maker
MICROWAVE	Over the range

NOTE: Natural materials used as finishes have certain inherent risks associated with such use. Risks associated with such natural materials include but are not limited to the following: appearance of cracks, squeaks, variation in color, variation in grain and texture. Since such materials are a product of nature, cracks and squeaks may occur when changes in humidity levels cause expansion and contraction. Such expansion and contraction are more noticeable in dry seasons or periods, prolonged periods of high humidity or extended periods of heat use. Furthermore, color often changes with usage and age. While reasonable efforts are made during manufacturing, finishing and installation to eliminate the irregularities, certain discrepancies may exist. Certain chemicals and liquids may stain or cause changes in the appearance of the natural material. THE PURCHASER ACKNOWLEDGES THE RISKS ASSOCIATED WITH NATURAL FINISHES. THE PURCHASER HEREBY WAIVES ANY CLAIM IT MAY HAVE AGAINST THE SELLER FOR ANY SUCH RISK ASSOCIATED WITH THE USE OF NATURAL MATERIALS AS A FINISH SURFACE.

**THE ALEXANDER CONDOMINIUM  
INSULATION DISCLOSURE ADDENDUM TO PURCHASE AGREEMENT  
INSULATION DISCLOSURE ADDENDUM**

This Insulation Disclosure Addendum to the Purchase Agreement ("Addendum") is made and entered into this day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ ("Purchaser") and COLUMBIA 3534 10TH STREET, LLC ("Seller") on the Property in THE ALEXANDER CONDOMINIUM identified as follows:

Condominium Unit No. \_\_\_\_\_  
Property Address: 3534 10<sup>th</sup> Street, N.W., Washington, D.C. 20010

Purchaser and Seller entered into a certain Purchase Agreement, dated \_\_\_\_\_, 20\_\_, and written addenda (if any) for the Property ("Agreement").

Now therefore, Seller warrants that the following insulation is included or to be included in the Condominium:

- (i) Exterior Walls \_\_\_\_\_
- (ii) Mechanical Equipment Near Units \_\_\_\_\_
- (iii) Party Walls between Units \_\_\_\_\_

This Addendum is incorporated into the Agreement by this reference. All other terms and conditions of the Agreement shall remain in full force and effect. This Addendum is not a novation of the Agreement.

**PURCHASERS**

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SELLER:**

COLUMBIA 3534 10TH STREET, LLC  
a District of Columbia limited liability company

By: COLUMBIA 3534 MANAGEMENT LLC  
Managing Member

By: \_\_\_\_\_  
Thomas M. Yockey  
Managing Member

**AGENT FOR SELLER:**

Tenacity Real Estate

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**THE ALEXANDER CONDOMINIUM  
ADDENDUM \_\_\_\_\_ TO PURCHASE AGREEMENT  
PARKING SPACE ADDENDUM**

This Addendum to the Purchase Agreement ("Addendum") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ ("Purchaser") and COLUMBIA 3534 10TH STREET, LLC ("Seller") on the Property in THE ALEXANDER CONDOMINIUM identified as follows:

Condominium Unit No \_\_\_\_\_

Property Address: 3534 10<sup>th</sup> Street, N W., Washington, D C. 20010

Purchaser and Seller entered into a certain Purchase Agreement, dated \_\_\_\_\_, \_\_\_\_\_, and written addenda (if any) for the Property ("Agreement").

There is surface parking located in the rear of the Condominium.

NOW, THEREFORE, in consideration of the payment of One Dollar by Purchaser to Seller, receipt of which is hereby acknowledged, it is mutually agreed that the following be added to the Agreement:

Purchaser agrees to buy, and Seller agrees to sell, the exclusive right to use Parking Space No. \_\_\_\_\_ (the "Parking Space") located in The Alexander Condominium for a purchase price of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which Parking Space shall be assigned by Seller as a limited common element for the exclusive use of Condominium Unit No. \_\_\_\_\_.

This Addendum is incorporated into the Agreement by this reference. All other terms and conditions of the Agreement shall remain in full force and effect. This Addendum is not a novation of the Agreement.

**PURCHASERS**

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SELLER:**

COLUMBIA 3534 10TH STREET, LLC  
a District of Columbia limited liability company

By: COLUMBIA 3534 MANAGEMENT LLC  
Managing Member

By: \_\_\_\_\_  
Thomas M. Yockey  
Managing Member

**AGENT FOR SELLER:**

Tenacity Real Estate

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**THE ALEXANDER CONDOMINIUM  
ADDENDUM \_\_\_\_\_ TO PURCHASE AGREEMENT  
STORAGE SPACE ADDENDUM**

This Addendum to the Purchase Agreement ("Addendum") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ ("Purchaser") and COLUMBIA 3534 10TH STREET, LLC ("Seller") on the Property in THE ALEXANDER CONDOMINIUM identified as follows:

Condominium Unit No \_\_\_\_\_

Property Address: 3534 10<sup>th</sup> Street, N W., Washington, D.C 20010

Purchaser and Seller entered into a certain Purchase Agreement, dated \_\_\_\_\_, \_\_\_\_\_, and written addenda (if any) for the Property ("Agreement").

**WITNESSETH:**

Purchaser agrees to accept, and Seller agrees to assign, the exclusive right to use Storage Space No. \_\_\_\_\_ (the "Storage Space") located in \_\_\_\_\_ Condominium for an assignment fee of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which Storage Space shall be assigned by Seller as a limited common element for the exclusive use of Condominium Unit No \_\_\_\_\_.

This Addendum is incorporated into the Agreement by this reference. All other terms and conditions of the Agreement shall remain in full force and effect. This Addendum is not a novation of the Agreement

**PURCHASERS**

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SELLER:**

COLUMBIA 3534 10TH STREET, LLC  
a District of Columbia limited liability company

By: COLUMBIA 3534 MANAGEMENT LLC  
Managing Member

By: \_\_\_\_\_  
Thomas M. Yockey  
Managing Member

**AGENT FOR SELLER:**

Tenacity Real Estate

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_



Lead Paint - Federal Disclosure

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

RE: 3534 10th Street, NW Washington DC 20010
Property Address

LEAD WARNING STATEMENT

Every purchaser/tenant 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...

SELLER'S/LANDLORD'S DISCLOSURE (initial)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- [ ] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
 Testing found limited lead based paint commensurate with building of this age. All lead based paint removed or encapsulated per code.
- [ ] Seller/L andlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing
- [ ] Seller/L andlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
 EMS Lead Paint Inspection Report dated 11/1/2005
- [ ] Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S/TENANT'S ACKNOWLEDGMENT (initial)

- (c) Purchaser/Tenant has read the Lead Warning Statement above
(d) Purchaser/Tenant has received copies of all information listed above [ ] Yes [ ] No [ ] None listed
(e) Purchaser/Tenant has received the pamphlet Protect Your Family From Lead in Your Home [ ] Yes [ ] No
(f) Purchaser has (check one below):
- [ ] Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- [ ] 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)

Agent has informed the seller/landlord of the seller's/landlord'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 provided by the signatory is true and accurate

Signatures and dates for Seller/Landlord, Buyer/Tenant, and Agent. Includes handwritten date 5/21/09 for the Agent.

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**SELLER'S DISCLOSURE STATEMENT**  
**Instructions to the Seller for Seller's Disclosure Statement**

These Instructions are to assist the Seller in completing the required Seller's Disclosure Statement in order to comply with the District of Columbia Residential Real Property Seller Disclosure Act

- 1 Who must complete the Seller's Disclosure Statement?** The Seller, not the broker and not the management company, condominium association, cooperative association or homeowners association.
- 2 In what types of transactions must the Seller provide the Seller's Disclosure Statement to the Purchaser?** The Act applies to the following types of transfers or sales of District of Columbia real estate:
- (a) where the property consists of one to four residential dwelling units, and,
  - (b) the transactions a sale, exchange, installment land contract, lease with an option to purchase, or any other option to purchase, and,
  - (c) the purchaser expresses, in writing, an interest to reside in the property to be transferred

**However, the Act does not apply to:**

- (a) court ordered transfers;
- (b) transfers to a mortgagee by a mortgagor in default;
- (c) transfers by sale under a power of sale in a deed of trust or mortgage or any foreclosure sale under a decree of foreclosure or deed in lieu of foreclosures;
- (d) transfers by a non-occupant fiduciary administering a decedent's estate, guardianship, conservatorship or trust;
- (e) transfers between co-tenants;
- (f) transfers made to the transferor's spouse, parent, grandparent, child, grandchild or sibling (or any combinations of the foregoing);
- (g) transfers between spouses under a divorce judgment incidental to such a judgment;
- (h) transfers or exchanges to or from any governmental entity; and
- (i) transfers made by a person of newly constructed residential property that has not been inhabited

**3 When does the Seller's Disclosure Statement have to be provided to the Purchaser?** In a sale, before or at the time the prospective transferee executes a purchase agreement with the transferor. In an installment sales contract (where a binding purchase contract has not been executed), or in the case of a lease with no option to purchase, before or at the time the prospective transferee executes the installment sales contract or lease with the transferor

**4 What information must the Seller disclose?** Answer ALL questions on the Seller's Disclosure Statement. If some items do not apply to your property, check "N/A" (not applicable). If you do not know the facts, check "UNKNOWN". Report actually known conditions referred to in the questions. Each disclosure must be made in "good faith" (honesty in fact in the making of the disclosure). Attach additional pages with your signature if additional space is required.

**The Seller of a condominium unit, cooperative unit, or a lot in a homeowners association, is to provide information only as to the Seller's unit or lot, and not as to any common elements, common areas or other areas outside of the unit or lot.**



**SELLER'S DISCLOSURE STATEMENT**  
**Instructions to the Seller for Seller's Disclosure Statement**

5. What is the remedy if the Seller does not provide the Seller's Disclosure Statement to the Transferee? If the Seller's Disclosure Statement is delivered after the purchaser executes the purchase agreement, installment sales contract or lease with an option to purchase, the purchaser may terminate the transaction by written notice to the seller not more than five (5) calendar days after receipt of the Seller's Disclosure Statement by the purchaser, and the deposit must be returned to the purchaser. The right to terminate is waived if not exercised before the earliest of:
- (a) the making of an application for a mortgage loan (if the lender discloses that the right to rescind terminates on submission of the application); or
  - (b) settlement or date of occupancy in the case of a sale; or
  - (c) occupancy in the case of a lease with an option to purchase
6. If the Seller finds out different information after providing the Seller's Disclosure Statement to the Purchaser, how does this impact a ratified contract? If information becomes inaccurate after delivery of the disclosure form, the inaccuracy shall not be grounds for terminating the transaction.
7. How must a Seller deliver the Seller's Disclosure Statement to the Transferee? The Seller's Disclosure Statement must be delivered by personal delivery, facsimile delivery, or by registered mail to the transferee. Execution by the transferor of a facsimile is considered execution of the original.

**SELLER'S PROPERTY CONDITION STATEMENT**  
For Washington, DC

Property Address: 3534 10<sup>th</sup> Street, NW Washington DC 20008

Is the property included in a:  
condominium association?  Yes  No  
cooperative?  Yes  No  
homeowners association with mandatory participation and fee?  
 Yes  No

If this is a sale of a condominium unit or cooperative unit, or in a homeowners association, this disclosure form provides information only as to the unit (as defined in the governing documents of the association) or lot (as defined in the covenants applicable to the lot), and not as to any common elements, common areas or other areas outside of the unit or lot.

**Purpose of Statement:** This Statement is a disclosure by the Seller of the defects or information actually known by the Seller concerning the property, in compliance with the District of Columbia Residential Real Property Seller Disclosure Act. Unless otherwise advised, the Seller does not possess an expertise in construction, architecture, engineering, or any other specific area related to the construction of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. THIS STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY AGENT REPRESENTING THE SELLER IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN.

**Seller Disclosure:** The Seller discloses the following information with the knowledge that, even though this is not a warranty, the Seller specifically makes the following statements based on the seller's actual knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's agent is required to provide a copy to the Buyer or the agent of the Buyer. The Seller authorizes its agent(s) to provide a copy of this statement to any prospective buyer or agent of such prospective buyer in connection with any actual or anticipated sale of property. The following are statements made solely by the Seller and are not the statements of the Seller's agent(s), if any. This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.

The seller(s) completing this disclosure statement have owned the property from 12/05 to Present  
The seller(s) completing this disclosure have occupied the residence from N/A to N/A.

**A. Structural Conditions**

1. Roof  roof is a common element maintained by condominium or cooperative (no further roof disclosure required)  
Age of Roof  0-5 years  5-10 years  10-15 years  15+ years  Unknown  
Does the seller have actual knowledge of any current leaks or evidence of moisture from roof?  
 Yes  No If yes, comments: \_\_\_\_\_

Does the seller have actual knowledge of any existing fire retardant treated plywood?  
 Yes  No If yes, comments: \_\_\_\_\_

2. Fireplace/Chimney(s)  
Does the seller have actual knowledge of any defects in the working order of the fireplaces?  
 Yes  No  No fireplace(s)  
If yes, comments: \_\_\_\_\_

Does the seller know when the chimney(s) and/or flue were last inspected and/or serviced?  
 Yes  No  No chimneys or flues (old one is abandoned)  
If yes, when were they last serviced or inspected? \_\_\_\_\_

3. **Basement**

Does the seller have actual knowledge of any current leaks or evidence of moisture in the basement?

Yes  No  Not Applicable

If yes, comments:

Does the seller have actual knowledge of any structural defects in the foundation?

Yes  No

If yes, comments:

4. **Walls and floors**

Does the seller have actual knowledge of any structural defects in walls or floors?

Yes  No

If yes, comments:

5. **Insulation**

Does the seller have actual knowledge of presence of urea formaldehyde foam insulation?

Yes  No

If yes, comments:

6. **Windows**

Does the seller have actual knowledge of any windows not in normal working order?

Yes  No All New Windows

If yes, comments:

**B. Operating Condition of Property Systems**

1. **Heating System**  heating system is a common element maintained by condominium or cooperative (no further disclosure on heating system required)

Type of system  Forced Air  Radiator  Heat Pump

Electric baseboard  Other

Heating Fuel  Natural Gas  Electric  Oil  Other

Age of system  0-5 years  5-10 years  10-15 years  Unknown

Does the seller have actual knowledge that heat is not supplied to any finished rooms?

Yes  No

If yes, comments:

Does the seller have actual knowledge of any defects in the heating system?

Yes  No

If yes, comments:

Does the heating system include:

Humidifier  Yes  No  Unknown

Electronic air filter  Yes  No  Unknown

If installed, does the seller have actual knowledge of any defects with the humidifier and electronic filter?

Yes  No  Not Applicable

If no, comments:

2. **Air Conditioning System**  air conditioning is a common element maintained by condominium or cooperative (no further disclosure on air conditioning system required)

Type of system:  Central AC  Heat Pump  Window/wall units

Other  Not Applicable

Air Conditioning Fuel  Natural Gas  Electric  Oil  Other

Age of system  0-5 years  5-10 years  10-15 years  Unknown

If central AC, does the seller have actual knowledge that cooling is not supplied to any finished rooms?  Yes  No  Not Applicable

If yes, comments: \_\_\_\_\_

Does the seller have actual knowledge of any problems or defects in the cooling system?  Yes  No  Not Applicable

If yes, comments: \_\_\_\_\_

**3. Plumbing System**

Type of system:  Copper  Galvanized  Plastic Polybutelene <sup>PVC</sup>  Unknown

Water Supply:  Public  Well

Sewage Disposal  Public  Well

Water Heater Fuel  Natural Gas  Electric  Oil  Other

Does the seller have actual knowledge of any defects with the plumbing system?  Yes  No

If yes, comments: \_\_\_\_\_

**4. Electrical System**

Does the seller have actual knowledge of any defects in the electrical system, including the electrical fuses, circuit breakers, outlets, or wiring?  Yes  No

If yes, comments: \_\_\_\_\_

**C. Appliances**

Does the seller have actual knowledge of any defects with the following appliances?

- |                              |                              |  |  |
|------------------------------|------------------------------|--|--|
| Range/Oven                   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable            |
| Dishwasher                   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable            |
| Refrigerator                 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable            |
| Range hood/fan               | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable            |
| Microwave oven               | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable            |
| Garbage Disposal             | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable            |
| Sump Pump                    | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| Trash compactor              | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| TV antenna/controls          | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| Central vacuum               | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| Ceiling fan                  | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| Attic fan                    | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| Sauna/Hot tub                | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| Pool heater & equip          | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| Security System              | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable            |
| Intercom System              | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable            |
| Garage door opener           | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| & remote controls            | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| Lawn sprinkler system        | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| Water treatment system       | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| Smoke Detectors              | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable            |
| Carbon Monoxide Detectors    | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| Other Fixtures Or Appliances | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable            |

If yes to any of the above, describe defects: \_\_\_\_\_

**D. Exterior/Environmental Issues**

**1. Exterior Drainage**

Does the seller have actual knowledge of any problem with drainage on the property?

Yes  No

If yes, comments: \_\_\_\_\_

**2. Damage to property**

Does the seller have actual knowledge whether the property has previously been damaged by:

Fire  Yes  No  
Wind  Yes  No  
Flooding  Yes  No

If yes, comments: \_\_\_\_\_

**3. Wood destroying insects or rodents:**

Does the seller have actual knowledge of any infestation or treatment for infestations?

Yes  No

If yes, comments: \_\_\_\_\_

Does the seller have actual knowledge of any prior damage or repairs due to a previous infestation?

Yes  No

If yes, comments: \_\_\_\_\_

**4. Does the seller have actual knowledge of any substances, materials or environmental hazards (including but not limited to asbestos, radon gas, lead based paint, underground storage tanks, formaldehyde, contaminated soil, or other contamination) on or affecting the property?**

Yes  No

If yes, comments: \_\_\_\_\_

**5. Does the seller have actual knowledge of any zoning violations, nonconforming uses, violation of building restrictions or setback requirements, or any recorded or unrecorded easement, except for utilities, on or affecting the property?**

Yes  No

If yes, comments: \_\_\_\_\_

**6. Does the seller have actual knowledge that this property is a DC Landmark, included in a designated historic district or is designated a historic property?**

Yes  No

If yes, comments: \_\_\_\_\_

**7. Has the property been cited for a violation of any historic preservation law or regulation during your ownership?**

Yes  No

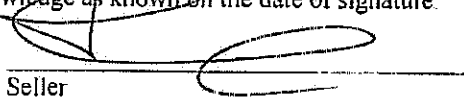
If yes, comments: \_\_\_\_\_

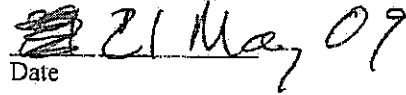
8. Does the seller have actual knowledge if an façade easement or a conservation easement has been placed on the property?

Yes  No

If yes, comments: \_\_\_\_\_

The seller(s) certifies that the information in this statement is true and correct to the best of their knowledge as known on the date of signature.

  
\_\_\_\_\_  
Seller

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

Buyer(s) have read and acknowledge receipt of this statement and acknowledge that this statement is made based upon the seller's actual knowledge as of the above date. This disclosure is not a substitute for any inspections or warranties which the buyer(s) may wish to obtain. This disclosure is NOT a statement, representation, or warranty by any of the seller's agents or any sub-agents as to the presence or absence of any condition, defect or malfunction or as to the nature of any condition, defect or malfunction.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date



**Inclusions/Exclusions Attachment to Listing Agreement Disclosure and/or Addendum**

Property Address: 3534 10th Street, NW Washington DC 20010

**PART I. Inclusions/Exclusions Disclosure**

**Personal Property and Fixtures:** The Property includes the following personal property and fixtures: A) Any existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to in writing, all surface or wall mounted electronic components/devices DO NOT convey B) The items marked YES below are currently installed or offered. If more than one of an item convey, the number of items is noted.

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input type="checkbox"/>	<input type="checkbox"/>		Alarm System	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Freezer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Satellite Dish
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Built-in Microwave	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Furnace Humidifier	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Storage Shed
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Ceiling Fan	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Garage Opener	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Stove or Range
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Central Vacuum	<input type="checkbox"/>	<input checked="" type="checkbox"/>		w/ remote	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Trash Compactor
<input checked="" type="checkbox"/>	<input type="checkbox"/>	6	Clothes Dryer (Common)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Gas Log	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Wall Oven
<input checked="" type="checkbox"/>	<input type="checkbox"/>	6	Clothes Washer (Common)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Hot Tub, Equip, & Cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Water Treatment System
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Cooktop	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Intercom (Central from door)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window A/C Unit
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Dishwasher	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Playground Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window Fan
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Disposer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Pool, Equip, & Cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window Treatments
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Electronic Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Refrigerator	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Wood Stove
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Fireplace Screen/Door	<input type="checkbox"/>	<input type="checkbox"/>		w/ ice maker				

**OTHER**

**AS IS ITEMS**

Seller does not warrant the condition or working order of the following items and/or systems:

**LEASED ITEMS**

Any leased items, systems or service contracts (including, but not limited to, fuel tanks, water treatment systems, lawn contracts, security system monitoring, and satellite contracts) DO NOT CONVEY absent an express written agreement by Purchaser and Seller. The following is a list of the leased items within the Property:

Seller certifies that Seller has completed this checklist disclosing what conveys with the property and gives permission to make this information available to prospective buyers

Seller: [Signature] Date: 2 Aug 09

**PART II. Inclusions/Exclusions Addendum**

The Contract of Sale dated \_\_\_\_\_ between Seller \_\_\_\_\_ and Buyer \_\_\_\_\_ is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract

The parties agree that Part I of this Addendum shall replace and supersede the provisions of the Inclusions/Exclusions paragraph of the MAR Residential Contract of Sale or the Personal Property Fixtures and Utilities paragraph of the Regional Sales Contract as applicable

_____ Seller	_____ Date	_____ Buyer	_____ Date
_____ Seller	_____ Date	_____ Buyer	_____ Date





## Washington, DC Jurisdictional Addendum to the Listing Agreement for Improved Real Property

- 1 **AGENCY DISCLOSURE:** The Seller acknowledges that the Broker has informed Seller of his rights and obligations regarding agency disclosure under the "Real Estate Licensing Act of 1996," Act 11-502, DC law. For more information on this topic, Seller should speak with Broker/Listing Agent and consult the DC Real Estate Commission's pamphlet, "A Real Estate Licensee's Role in Conducting Real Estate Transactions."
- 2 **FAIR HOUSING REGULATIONS:** Seller acknowledges that the District of Columbia Human Rights Act requires that, in addition to federal protected classes, all properties shall be made available to all persons without regard to race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business of any individual.
- 3 **PROPERTY CONDITION DISCLOSURE:** The Seller acknowledges that the Broker has informed Seller of his rights and obligations under the District of Columbia Residential Real Property Seller Disclosure Act.  Seller is exempt from Seller's Disclosure Act.
- 4 **D.C. SOIL DISCLOSURE REQUIREMENTS:** The characteristic of the soil on the subject Property as described by the Soil Conservation Service of the United States Department of Agriculture in the Soil Survey of the District of Columbia published in 1976 and as shown on the Soil Maps of the District of Columbia is \_\_\_\_\_  
For further information, Seller can contact a soil testing laboratory, the District of Columbia Department of Environmental Services, or the Soil Conservation Service of the Department of Agriculture.
- 5 **RECORDATION AND TRANSFER TAXES:** The D.C. Transfer Tax will be paid by the Seller and the D.C. Recordation Tax will be paid by the Buyer.
- 6 **TENANCY:** Seller represents that the Property  is OR  is not offered for sale subject to an existing residential lease.  
If answered affirmatively, Seller acknowledges said term is from \_\_\_\_\_ to \_\_\_\_\_ at a monthly rental of \$ \_\_\_\_\_. Seller agrees to notify Lessee of Lessee's right to purchase the Property according to the provisions of the current Title IV (Tenant Opportunity to Purchase) of the Rental Housing Conversion and Sale Act of 1980, as amended (DC Law 3-86). Seller agrees not to offer the Property for rent or extend existing leases during Listing Period, except as said extension may be required by Title V (Eviction Controls) of the Rental Housing Act of 1985.
- 7 **STORAGE TANK DISCLOSURE:** (Applicable to single family properties only)  
In accordance with the requirements of Section 3(g) of the District of Columbia Underground Storage Tank Management Act of 1990 (D.C. Code Section 6-995.2), as amended by the District of Columbia Underground Storage Tank Management Act of 1990 Amendment Act of 1992 (the "Act") and the regulations adopted thereunder by the District of Columbia (the "Regulations"), Seller hereby informs Broker that Seller has no knowledge of the existence or removal during Seller's ownership of the Property of any underground storage tank ("UST") as that term is defined in the Act and the Regulations, except as follows:  
 Seller knows of existence or removal of UST OR  Seller has no knowledge of existence or removal of UST. If answered affirmatively, Seller agrees to provide a written disclosure to prospective purchasers.
- 8 **RECEIPT OF INFORMATION AND COMPLETION OF DISCLOSURES:** Seller acknowledges receipt of information or Seller's completion of the following disclosures and authorizes Broker to make them available to prospective purchasers:
  - District of Columbia form, "Seller's Disclosure Statement."
  - Federal form, "Information and Disclosure of Lead-Based Paint and Lead-Based Paint Hazards." (Pre-1978 properties)
  - EPA Pamphlet, "Protect Your Family From Lead in Your Home" (Recommended for pre-1978 properties)
  - GCAAR form, "Inclusions/Exclusions Disclosure"
  - Underground storage tank disclosure, if applicable
  - DC Real Estate Commission's Pamphlet, "A Real Estate Licensee's Role in Conducting Real Estate Transactions" (Recommended)
  - NAR Pamphlet, "What Everyone Should Know About Equal Opportunity in Housing" (Recommended)

Seller/Owner \_\_\_\_\_

Date \_\_\_\_\_

Seller/Owner \_\_\_\_\_

Date \_\_\_\_\_

Property Address \_\_\_\_\_

3534 10<sup>th</sup> Street NW Washington DC 20010

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**THIS NOTICE IS REQUIRED BY LAW AND IS NOT A CONTRACT**  
**THIS DISCLOSURE DOES NOT CREATE A BROKERAGE RELATIONSHIP.**

### Disclosure of Brokerage Relationship District of Columbia

Prior to providing specific real estate assistance, District of Columbia law requires that a licensee disclose to any party who the licensee does **NOT** represent the identity of the party to the proposed transaction which the licensee does represent. Even though a licensee may not represent you, that licensee must still treat you honestly in the transaction.

We, the undersigned  Buyer(s)/Tenant(s) or  Seller(s)/Landlord(s) acknowledge receipt of this Disclosure, and understand we are **NOT** represented by the licensee identified below:

Michael Dusiewicz SP98365492 and Tenacity Real Estate  
 (Licensee & License #) (Brokerage Firm)

The licensee and brokerage firm named above represent the following party in the real estate transaction:

Seller(s)/Landlord(s) (The licensee has entered into a written listing agreement with the seller(s) or landlord(s) or is acting as a sub-agent of the listing broker.)

Buyer(s)/Tenant(s) (The licensee has entered into a written agency agreement with the buyer/tenant.)

Designated Agent of the  Buyer(s)/Tenant(s) or  Seller(s)/Landlord(s)  
 (Both the buyers and sellers have previously consented to "Designated Agency", and the licensee listed above is indicating the parties represented)

\_\_\_\_\_  
 Acknowledged Date

\_\_\_\_\_  
 Acknowledged Date

Name of Person(s): \_\_\_\_\_  
 I certify on this date that I, the real estate agent, have delivered a copy of this disclosure to the person(s) identified above

Signed (Licensee) \_\_\_\_\_ Date \_\_\_\_\_

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