

LEASE ACTIVITY
1179 3rd ST. N.E.

BOARD OF ZONING ADJUSTMENT
District of Columbia

CASE NO. 17902

EXHIBIT NO. 20

More a money loan
payment will begin
with actual business
operation.

upon the following TERMS and CONDITIONS:

3. Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and: _____

8. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to

lease the same to inspect the premises thereafter.

9. Parking. During the term of this lease, Lessee shall have the nonexclusive use in common with Lessor, other tenants of the building, their guests and invitees, of the nonreserved common automobile parking areas, driveways, and foot ways, subject to rules and regulations for the use thereof as prescribed from time to time by Lessor. Lessor reserves the right to designate parking areas within the building or in a reasonable proximity thereto, for Lessee and Lessee's agents and employees. Lessee shall provide Lessor with a list of all license numbers for the cars owned by Lessee, its agents and employees. Separated structured parking, if any, located about the building is reserved for Lessees of the building who rent such parking spaces. Lessee hereby leases from Lessor _____ spaces in such a structural parking area, such spaces to be on a first-come first-served basis. In consideration of the leasing to Lessee of such spaces, Lessee shall pay a monthly rental _____ Dollars (\$ _____) per space throughout the term of the lease. Such rent shall be due and payable each month without demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals.

10. Possession. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within _____ days of the commencement of the term hereof.

11. Indemnification of Lessor. To the extent of the law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence. Said indemnification shall include indemnity from any costs or fee which Lessor may incur in defending said claim.

12. Insurance. Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of sub rogation which might otherwise exist.

If the leased premises or any other part of the building is damaged by fire or other casualty resulting from any act of negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance.

13. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

14. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

15. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within _____ days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such _____ days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than _____ days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, without extinguishing Lessee's liability. If this lease

shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

16. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of One thousand five hundred & (\$1,500.00) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

17. Tax Increase. In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to 100% of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

18. Common Area Expenses. In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his prorata share of maintenance, taxes, and insurance for the common area.

19. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

20. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

21. Notices. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

22. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

23. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of 60 months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$ _____. The option shall be exercised by written notice given to Lessor not less than 30 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

24. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

25. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in _____. Additional information regarding radon and radon testing may be obtained from your county public health unit.

26. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

27. PURCHASE OPTION. Lessee acknowledged and promise to comply with option to purchase the leased property, 1174 3rd St. NE, Washington, D.C. 20002 within five (5) years. If any default is made and fail to keep promise, Lessor shall reserve the right to sell to anyone who is interested.

Signed This 30 day of April, 2008

Lessor: Joseph Park

Lessee: Tom M. Young

April 28, 2007

P. O. Box 5876
Bethesda, MD 20824

JOSEPH PARK
1179 3rd Street NE
WASHINGTON, DC20002-3405

Dear JOSEPH PARK

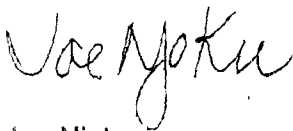
This is being written as an expressed interest to purchase your property known as 1179 3rd Street NE, Washington DC20002-3405.

Should you desire to sell, I will forward a contract to you for the fair market value as you and I shall agree. This will be done without the assistance of a real estate agent, unless you would like to retain one. This will save you the customary 6% fee charged by agents.

We can conclude a deal within two weeks or as quickly as you need. You can sell your home as-is. This will also save you from having to make improvements or show your home.

Thank you for your time and consideration. Please feel free to contact me directly at (202) 487-0069, and / or use the enclosed response form and stamped envelope.

Sincerely,

A handwritten signature in cursive script that reads "Joe Njoku".

Joe Njoku

Thank You For Responding

Feel free to call me directly at (202) 487-0069, and / or return this response form in the enclosed self-addressed, stamped envelope. Thank you.

Mr. Joe Njoku
P.O. Box 5876
Bethesda, MD 20824
(202) 487-0069

PLEASE CHECK:

☒ YES, I am interested in speaking to you about selling my property at

1179 3rd Street NE Washington DC20002-3405

Please call me at phone: (202) 215-4539

☐ I am not interested in selling my property at this time, but may be in the future.

Please call me at phone: () _____

Please call me: _____ in 6 months.
_____ in 12 months.
_____ in 18 months.

☐ NO, I am not interested in selling my property.

☐ Other: _____

FROM:

JOSEPH PARK
1179 3rd Street NE
WASHINGTON, DC20002-3405

4/07

10/14/2007

TO WHOM IT MAY CONCERN

I would like to purchase the
LIQUOR STORE/BUILDING AT 1179-3rd ST. N.E.

I AM WILLING TO PAY \$325,000.

[THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS]

CASH.

J. B. B.

^{Page 1 of 1}
Prospect - Business ~~Plan~~ ¹⁻¹⁻⁰¹

Name ~~wife~~ OLUREMI OLABIMPE JOLAOSO
— DAUDA ADENIYI JOLAOSO
Address — 15005 JANSMORE COURT
BOWIE MD. 20721

Social Security # — 233-21-4635

Telephone # :- (301) 390-0799

Bank : CHEVY CHASE

Date of Birth: 01-03-58

DATE OF OFFER JAN 10, 2007

John & SUSAN HAHN

3916 Barcroft mews Ct

Falls Church, VA 22041

tel : (703) 914-8064

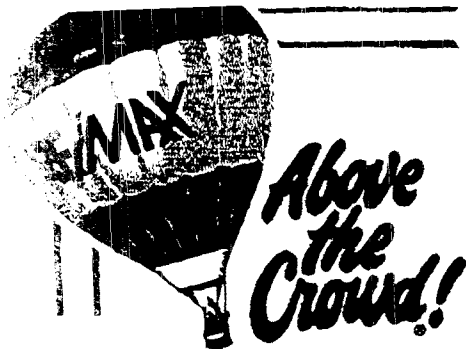
cell : 530-60-5598

Cashdown payment \$ 35,000.00

Sales price \$ 70,000.00

Bank Bank of America
Jim Freest

Labo Resource Husband & Wife.



February 6, 2006

Mr. Parks
7208 Morrison Drive
Greenbelt, Md., 20770

Re: 1179 3rd St NW

Dear Mr. Parks

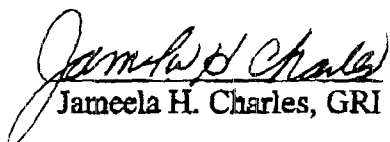
It was a pleasure to talk to you about your property located 1179 3rd St NE. As I mentioned I have a buyer interested in purchasing your property. I also work with several investors who are looking to buy in Washington. Therefore, I would like to arrange a meeting to discuss this further.

Just a brief background. I am full time real estate professional with over 15 years in the business and quite experienced in this area. I am currently affiliated with Remax One in Bowie, Md., I graduated from Howard University with a degree in Business Administration.

I specialize in commercial real estate/multifamily buildings where I have sold from 2-22 units. I recently settled on a 12 unit building in Columbia Heights for 2.3 million. In 2005 I did a over 5 million in sales. I also continue to work in residential sales.

As your agent, I will work diligently to get you the best price in the shortest period of time with least amount of inconveniences and make sure the buyer is qualified. It will be my job to handle the whole transaction form start to finish. Furthermore, I look forward meeting and working with you in the very near future.

Sincerely,


Jameela H. Charles, GRI



RE/MAX One
4201 Northview Drive, Suite 101
Bowie, Maryland 20716
Office: (301) 464-0044
Toll Free: (800) 999-5853
Each Office Independently Owned and Operated

JOSEPH J. WALSH - REAL ESTATE

April 21, 2006

Mr John M. Park
1179 3rd Street N. E.
Washington, D. C.

In re: 1179 3rd Street N. E.
Washington, D. C.
Square 773 - Lot 277

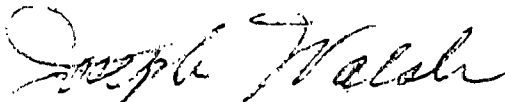
Dear Mr. Park;

A client of mine has asked me to inquire, whether or not you might be interested in selling the above-cited property. Cash, terms, time of settlement and time of possession could all be arranged to your satisfaction. Any commission is to be paid by the purchaser.

I would appreciate it if you could let me know of your decision, one-way or the other, at the below address or at the below phone number.

Thanking you for your consideration, I remain,

Sincerely yours,



Joseph J. Walsh
9700 Bellevue Drive
Bethesda, MD 20814

Phone (301) 530 - 0039

Interested to Rent - Met - 6/27/06
1179 3rd St. N.E.
Wash., D.C. 20002

Anthony & Keisha Murchison
(202) 841-0962
(202) 841-7074

1054 42nd St. N.E.
Wash., D.C. 20019

Anthony & Keisha Murchison

(202) 841-0962

(202) 841-7074

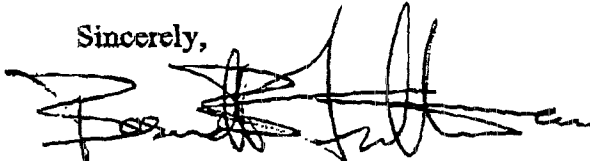
1054 42nd Street NE
WDC 20019

October 7, 2005

Joseph M. Park
1179 3rd Street, NE
Washington, DC 20002

I write to inquire about the availability of your real property at 1179 3rd Street, NE, Washington, DC. I have recently moved into the neighborhood and am eager to deepen my roots. You can reach me at the phone number below. I, in turn, will try to follow up with you soon.

Sincerely,

A handwritten signature in black ink, appearing to read "Bernard B. Fulton, III". The signature is stylized with a large, prominent "B" and "F".

Bernard B. Fulton, III



Greater Capital Area Association of REALTORS®



SHORT FORM COMMERCIAL AND APARTMENT HOUSE REAL ESTATE PURCHASE AGREEMENT

Date of Offer: 3-4-07

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into by and between JOHN BOOKER ("Purchaser"), and JOSEPH PARK ("Seller").

The parties hereto are desirous of entering into an agreement relating to the sale by Seller to Purchaser of certain property. In consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. DEPOSIT, DESCRIPTION OF PROPERTY. N/A ("Agent") has received from Purchaser a deposit ("Deposit") by ☐ CASH ☐ CHECK ☐ NOTE, of ONE THOUSAND Dollars 0/100 to be applied as part payment of the Purchase Price of the real property legally described as Lot _____ Square _____ with improvements thereon known by street address as _____ in WASHINGTON D.C.

together with the easements, rights, privileges and appurtenances belonging to the same, and including all of the furniture, fixtures, furnishings, machinery, equipment and LIQUOR LICENSE (the "Personal Property") owned by Seller situated on or about said property (said real and personal property being collectively referred to herein as the "Property"). Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy from Seller, the Property, upon the terms and conditions herein set forth.

2. PURCHASE PRICE. The purchase price ("Purchase Price") of the Property is THREE HUNDRED THOUSAND Dollars (300,000.00). If the Property shall be encumbered by a mortgage or a deed of trust which Purchaser is to assume or take title subject to and if any regular payments on account of the principal thereof shall be made by the Seller between the date of this Agreement and the date of settlement, the aggregate amount of any such principal payments shall be: _____ (paid to Seller by Purchaser at settlement in addition to the amount set forth in paragraph 3(a) hereof; added to the principal amount of the _____ Deed of Trust provided for below.)

3. PAYMENT OF PURCHASE PRICE. [FINANCING CONTINGENCY (IF ANY) AND ADDITIONAL OR ALTERNATIVE FINANCING TERMS (IF ANY) ARE ADDED BY ADDENDUM ☐ YES ☐ NO The Purchaser agrees;

(a) To pay THREE HUNDRED THOUSAND Dollars (300,000.00) cash on the date of settlement, of which the Deposit shall be a part;

(b) to ☐ take title subject to, ☐ assume, ☐ place, ☐ give to Seller a First Deed of Trust secured on the Property of _____ Dollars (_____) due 5/2 bearing interest at the rate of _____ per cent per annum, payable _____

(c) For the balance of the Purchase Price, amounting to _____ Dollars (_____) Purchaser is to ☐ give to Seller, ☐ place a Second Deed of Trust secured on said Property, to be paid in monthly installments of _____ Dollars (_____) OR MORE, including interest at the rate of _____ per cent per annum, each installment when so paid to be applied, first to the payment of interest on the amount of principal remaining unpaid and the balance thereof credited to principal.

Trustees in all deeds of trust are to be named by the parties secured thereby.

4. TITLE. The Property is sold free of encumbrance except as aforesaid and except for the rights of tenants in possession; title is to be good of record and marketable, subject, however, to covenants, rights of way, easements, conditions and restrictions of record, if any, otherwise, said Deposit is to be returned and this Agreement declared void at the option of the Purchaser, unless the defects are of such character that they may be readily remedied by legal action or the Purchaser fails to object as provided below. The Seller and Agent are hereby expressly released from all liability for damages by reason of any defect in or unmarketability of the title. In case legal steps are necessary to perfect the title, such action must be taken by the Seller promptly at his own expense, whereupon the time herein specified for full settlement by the Purchaser will thereby be extended for the period necessary for such perfecting of title. Purchaser hereby authorizes Agent to order the examination of title from

MONARCH TITLE CO. ("Title Company"), a survey (if required), and the preparation of all necessary conveyancing papers, at Purchaser's expense; provided, however, that if upon examination the title should be found defective or unmarketable, and is not remedied as aforesaid, the Seller hereby agrees to pay the cost of the examination of the title and also to pay the Agent herein the commission hereinafter provided for just as though the sale had actually been consummated and the parties had complied with all the terms of this Agreement. All claims of defect in or unmarketability of title by Purchaser shall be delivered by Purchaser to Seller within fifteen (15) days of issuance of the title report and shall be deemed waived if not so delivered. Issuance by a title insurance company of a title insurance commitment naming Purchaser as the proposed insured for an owners' policy of title insurance on American Land Title Association standard form of owners' marketability policy (ALTA Form B-1970, as from time to time amended), conforming to the requirements of this Agreement, shall be conclusive evidence of marketability of title.

5. DEED. Seller agrees to execute and deliver at settlement a good and sufficient special warranty deed; or, if the Property is located in the Commonwealth of Virginia, Seller agrees to execute and deliver at settlement a good and sufficient general warranty deed.

6. ADJUSTMENTS. Rents, taxes, water rent, insurance and interest on existing encumbrances (if any), cost of fuel in storage tanks, salaries and accrued benefits of employees (if any), and operating charges (including, without limitation, utilities charges) are to be adjusted to the date of transfer. Rental security deposits, if any, plus any interest thereon shall be transferred to Purchaser at the time of settlement. Taxes, general and special, are to be adjusted according to the certificate of taxes as issued by the Collector of Taxes, except that assessments for improvements completed prior to the date hereof, whether assessment therefor has been levied or not, shall be paid by the Seller or allowance made therefor at the time of transfer. If the Property is serviced by the Washington Suburban Sanitary Commission, annual benefit charges of said Commission are to be adjusted to date of transfer and assumed thereafter by Purchaser.

7. CLOSING AND RECORDING COSTS. Examination of title (except as otherwise provided above), tax certificate, conveyancing, notary

~~This document is not to be used for the sale of property by the Greater Capital Area Association of REALTORS, Inc. and is for use by members only.~~

13. RESIDENTIAL TENANCIES. This clause is inapplicable and of no further effect if the Property is not subject to residential tenancy.)

_____ (_____) days following the Date of Agreement, Seller shall provide to any residential tenant, subtenant, lessee, sublessee, or other person entitled to the possession, occupancy or benefits of a rental unit in the Property or any group thereof (the "Tenants") and to any governmental entity such notice of the intended sale of the Property and of their rights, as shall be required by applicable law. It is expressly agreed that the obligations of Seller and Purchaser to make settlement hereunder are conditioned upon the right of the Tenants and/or such governmental entity to an opportunity to purchase the Property, as and if provided by the applicable law. The Seller hereby expressly reserves the right to sell the Property to the Tenants and/or such governmental entity on terms which comply with the applicable law. Upon settlement of the sale of the Property to the Tenants, and/or such governmental entity, this Agreement shall be void and the Deposit shall be returned to the Purchaser within 15 days of the settlement thereunder; provided, however, that in the event of any such settlement, Seller shall pay to Agent the commission provided for herein. The Seller shall keep Purchaser and Agent apprised of all negotiations, correspondence, contracts and other developments with respect to the negotiations with the Tenants and/or such governmental entity under the applicable law. N/A

14. RISK OF LOSS. Seller assumes the risk of loss or damage to the Property by fire or other casualty until the executed deed of conveyance is delivered to Purchaser or is recorded for him by the title company making the settlement.

15. LOCAL VIOLATIONS; CONDITION AND OPERATION OF PROPERTY. All written notices of violations of statutes, municipal orders or regulations issued by any department of the jurisdiction in which the Property is situated, or prosecutions in any of the courts of the jurisdiction in which the Property is situated on account thereof, against or affecting the Property that have been received by Seller as of the Date of Agreement shall be complied with by the Seller and the Property conveyed free thereof. Seller states that, to the best of his knowledge, all such notices and prosecutions are as set forth in the Addenda hereto. Purchaser agrees that, except as expressly provided herein, Seller has made no representation, warranty or other statement as to the physical condition, operation or any other matter or thing affecting the Property. Purchaser has inspected the Property, is fully familiar with the condition thereof, and Purchaser agrees to take the Property AS IS as of the Date of Agreement. Seller shall: (a) deliver the Property in substantially the same physical condition as of the Date of Agreement; (b) not defer normal maintenance of the Property during the period from the Date of Agreement to the date of settlement; and (c) not enter into, modify or terminate any maintenance or service contracts relating to the Property prior to the date of settlement without the prior written consent of Purchaser.

16. CHOICE OF LAW, REFERENCES TO DISTRICT OF COLUMBIA. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto shall be governed by and construed in accordance with the laws of the jurisdiction in which the Property is located (but

excluding the choice of law rules thereof) (the "applicable law"). If the Property involved in this Agreement is located in a jurisdiction other than the District of Columbia, wherever any reference is made to the District or any official thereof, the name of the jurisdiction in which the Property is located and the proper official thereof is substituted automatically.

17. AGENT. Seller recognizes _____

(the "Agent") as agent negotiating this Agreement and agrees to pay to agent a commission (or services rendered amounting to _____ % of the gross Purchase Price set forth herein. The amount of commission, as aforesaid, is hereby assigned to the Agent by Seller out of the proceeds of sale and the Deposit. The party through or by whom settlement hereof is made is hereby irrevocably authorized and directed to make deduction of the aforesaid commission from the proceeds of sale and to make payment thereof to said Agent after the proper credit for the Deposit, if any, retained by Agent, under and by virtue of the terms hereof. However, should settlement fail to occur within the time herein set forth, Agent shall nonetheless be entitled to receive the commission herein provided.

18. GENERAL MASTER PLANS, SEWAGE DISPOSAL; SUBDIVISION PLAT. IF THE PROPERTY IS LOCATED IN MONTGOMERY COUNTY, MARYLAND, EXECUTE AND APPEND ADDENDUM ENTITLED "GENERAL MASTER PLANS, SEWAGE DISPOSAL; SUBDIVISION PLAT".

19. D.C. SOIL DISCLOSURE REQUIREMENTS. (This clause is inapplicable and of no further effect if Property is not located in the District of Columbia.) The characteristics of the soil on the 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, the Purchaser can contact a soil testing laboratory, the District of Columbia Department of Environmental Services, or the Soil Conservation Service of the Department of Agriculture.

20. TIME OF ESSENCE. The Purchaser and Seller agree that time is of the essence of this Agreement.

21. ACCEPTANCE, DATE OF AGREEMENT. This Agreement must be ratified and accepted by the Seller and spouse (if Seller is married), within 7 days from the date set forth under the title hereof (Date of Offer), in order to be effectual and binding; otherwise the obligation of the Purchaser hereunder shall cease and terminate and the Deposit shall be refunded. The Date of this Agreement ("Date of Agreement") shall be the date on which this Agreement is ratified and accepted as aforesaid.

22. BINDING EFFECT; ENTIRE AGREEMENT. Purchaser and Seller mutually agree that this Agreement shall be binding upon them, and their respective heirs, executors, administrators, successors and assigns; that the provisions hereof shall survive the execution and delivery of the deed aforesaid and shall not be merged therein; that this Agreement contains the final and entire Agreement between the parties hereto, and that they shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, express or implied, not herein contained.

23. ASSIGNMENT. This Agreement may be assigned by either party hereto without the consent of the other party hereto, unless paragraph 3(b) or (c) (Deeds of Trust) is applicable, in which event, this Agreement shall not be assigned without the prior written consent of Seller.

24. GRANTEE. The Property is to be conveyed in the name(s) to be designated in writing by Purchaser prior to settlement.

25. NO REPRESENTATIONS. THE AGENT ASSUMES NO RESPONSIBILITY FOR THE CONDITION OF THE PROPERTY NOR FOR THE PERFORMANCE OF THIS AGREEMENT BY ANY OR ALL PARTIES HERETO. PURCHASER HEREBY WARRANTS AND REPRESENTS UNTO SELLER AND THE REAL ESTATE BROKERS HEREIN (INCLUDING AGENT) THAT NO AGENT, SERVANT OR EMPLOYEE OF SAID REAL ESTATE BROKERS HAS MADE ANY STATEMENT, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, TO PURCHASER REGARDING THE CONDITION OF THE PROPERTY OR ANY PART THEREOF UPON WHICH PURCHASER HAS RELIED AND WHICH ARE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

26. ADDITIONAL PROVISIONS. Special provisions in the attached Addendum, bearing the signatures of all parties hereto, and all plats and surveys attached hereto, are incorporated herein and made a part hereof. Addendum attached ☐ yes ☐ no; Plat attached ☐ yes ☐ no; Survey attached ☐ yes ☒ no.

27. PRONOUNS. The words "Seller," "Purchaser," all pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity and the context may require.

United States Post Office, by certified or registered mail, postage prepaid, or hand-delivered, to Seller, the Agent or Purchaser (as shall be applicable) at the addresses designated herein, or to such other addresses as the parties may designate in writing from time to time.

We, the undersigned, hereby ratify, accept and agree to the above and acknowledge it to be our Agreement.

THIS IS A FULLY BINDING AGREEMENT. PURCHASER AND SELLER SHOULD SEEK COMPETENT LEGAL ADVICE BEFORE SIGNING.

John A Booker
Purchaser

Seller

Purchaser

Spouse of Seller

DATE OF RATIFICATION AND ACCEPTANCE
(DATE OF AGREEMENT);

19

19

Address of Purchaser

Address of Seller:

Telephone:

Telephone:

Residence

Residence

Office

Office

Agent hereby acknowledges receipt of the Deposit and agrees to hold same pursuant to the terms of this Agreement.

AGENT

By

Title (Officer must sign)

Address

Telephone: