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June 12, 2015

Lloyd Jordan, Chairperson
Board of Zoning Adjustment
441 4th Street, NW
Suite 210S
Washington, DC 20001

Re: Application No. 19007 – 18 T Street NE
Supplemental Submission of the Applicant

Chairperson Lloyd Jordan and Honorable Members of the Board:

On behalf of the Applicants, Jonathan and Jessica Leonard, enclosed please find the Supplemental Submission for the above-referenced application. At the conclusion of the hearing on June 9, 2015, the Board requested the additional documents provided herein. A decision date was scheduled for June 16, 2015.

During the hearing the Board specifically requested a copy of the purchase contract signed between the Leonards and the Naybors. The Board, at the conclusion of the hearing, also requested a list of building code violations and other items that needed repair on the Property, and comprehensive financials. In addition to the evidence that was presented before the Board on June 9, 2015, the following submission provides additional evidence of the financial hardship that has resulted in a practical difficulty necessitating the requested relief.

A. The Property's numerous violations, in combination with the Property's unique history, are an exceptional condition

18 T Street NE (the "Property") has several building code violations and is in need of many repairs; all of which result in a condition that is unique to the Property. The Leonards upon entering into a contract to purchase the Property were completely unaware of the issues associated with the Property. They did not authorize any of the work that was performed on the Property and an initial home inspection performed in November revealed only minor "Punch List" item issues with the Property. *See*, Punch List Items at **Exhibit A**. It was not until after the zoning issue arose in December, and a complete home inspection was performed by DCRA at the end of April, that the Leonards became aware of the breadth of DC Code Building repairs

that were needed at the Property. The unfortunate circumstance that led to the unique condition cause the Applicant/Owner a financial practical difficulty of **$167,768.81.** *See,* Financial Hardship at **Exhibit B**.

As detailed in the D.C. Building Code Repair List at **Exhibit C**, the cost to bring the Property up to code is over $23,900.00.

B. The Leonards have already suffered significant financial losses; remedying the Property would result in a Practical Difficulty

The Leonards have innocently found themselves in a home purchaser's nightmare. The Leonards sold their home in December 2014 in anticipation of purchasing the Property. Since then they have resided in temporary housing and hotels. Over the course of seven months, the Leonards have spent over $15,720 on hotel rooms. *See*, Financial Hardship at **Exhibit B**.

In addition to the expenditures related to being unable to occupy the Property, the price to purchase the Property has increased due to an increase in the interest rates. As of June 11, 2015, the interest rate is 0.25% higher than the rate the Leonards locked in. That increase translates into an additional $27,864 over the period of the loan. In addition to the above mentioned costs, if relief is not granted additional cost to the remedy the Property and bring it into compliance with the Zoning Regulations will have to be incurred. This would exacerbate the already difficult financial condition the Leonards are in. As stated in the Pre-hearing statement and at the hearing, the cost to remedy the Property would place an unimaginable burden upon the Applicant/Owner and would likely diminish the value of the Property below the purchase price.

C. The Leonards, an innocent party, are unable to avoid significant financial losses without zoning relief

The Leonards, as described above, have already incurred substantial financial losses due to the inability to obtain a Certificate of Occupancy for the Property. During the hearing, the Board expressed concern over the Leonards inability to breach the contract to purchase. In response, the Leonards' realtor misspoke when he stated the Property owners have two years to resolve deficiencies before being deemed unable to deliver the Property.[1] *See*, Purchase Contract at **Exhibit D**. Though the Property owners do not have the new construction two year period to remedy any deficiencies, if the Leonards were to walk away from the Property, substantial financial harm would be unavoidable. The money that they have expended attempting to correct the Property's deficiencies would all be lost. *See*, Financial Hardship at **Exhibit B**. The time spent meeting with different officials and living in a hotel would have been for naught. The only

[1] In an abundance of caution, Griffin Murphy Moldenhauer and Wiggins, LLP has not reviewed nor opined on the contents of the purchase contract. We are providing legal services solely regarding this BZA case with authorization from both the Leonards and the Naybors. Therefore, pursuant to ethical responsibilities and requirements, and the rules of professionalism, we cannot provide the Board with any analysis regarding the purchase contract. For the above stated reasons, we did not include the contract in our initial submissions to the Board. We, with the consent of all parties, are simply submitting the purchase contract as requested by the Board.

way the Leonards can be made whole is by obtaining zoning relief. Requiring strict compliance with the Zoning Regulations would simply put them in an untenable financial quagmire.

D. *There will be no detriment to the Public Good or Zone Plan as the Property is similar to many in the area*

The Property is an existing structure; the continued use of the Property will not cause any harm or detriment to the public good. The Property, as built, is consistent and compatible with the residential uses and structures immediately surrounding the Property. The additions to the Property have not changed the residential use of the dwelling and are in harmony with the existing residential neighborhood. Of note, the Property, as built, resembles at least 3 other properties on the same block. Moreover, the work performed on the Property does not deviate from the historic rhythm of the block and is not as obvious at the additions to other properties, which is a primary reason the Leonards did not conduct any further inquiry upon viewing the Property.

In response to the Board's questions and request, the Applicant has included with this Supplemental Submission the following documents:

Exhibit A: Home Inspection Addendum Punch List
Exhibit B: Financial Hardship
Exhibit C: D.C. Building Code Repair List
Exhibit D: Purchase Contract

Thank you for your attention to this matter.

Sincerely,

GRIFFIN, MURPHY,
MOLDENHAUER & WIGGINS,
LLP

Kinley Bray
By: Kinley Bray /AA

Enclosures:

Cc: Advisory Neighborhood Commission 5E
c/o, Teri Janine Quinn, Chair (via email)
Single Member District Commissioner 5E04
Sylvia Pinkney (via email)
Joel Lawson and Brandice Elliott
Office of Planning (via email)
Cliff Moy, Board of Zoning Adjustment (via email)

EXHIBIT A

Home Inspection Addendum Punch List
18 T St NE #2

1) Remove pipe/conduit at front sidewalk
2) Complete installation of exterior insulation, where building touches a joining building. – One side has been completed but not the other
3) Finish installation of exterior siding & insulation at gap between buildings.
4) Locate main water shut off.
5) Repair / Replace hot water heater.
6) Repair / Replace hot water heater & HVAC ventilation duct work.
7) Replace air filter at HVAC
8) Install HVAC filter door.
9) Clean HVAC – I would like to see the receipt from the HVAC company because we could not tell if it has been cleaned
10) Repair / Replace HVAC condensate line, filter cannot be changed.
11) Install vibration dampers at HVAC units on roof.
12) Repair / Replace wiring at exterior HVAC.
13) Install electrical disconnect at exterior HVAC.
14) Repair / Replace condensate lines & pans at HVAC.
15) Repair / Replace insulation on refrigerant lines at exterior HVAC
16) Repair / Replace doorbell.
17) Repair / Replace recessed lighting throughout. – Several lights not working.
18) Repair / Replace light at deck.
19) Install gas fireplace.
20) Install light at master closet.
21) Install light at master bath shower.
22) Repair / Replace master bath Jacuzzi GFCI – This repair has been made but it is of questionable quality.
23) Repair / Replace threshold at front door – it has been removed but not replaced
24) Repair / Replace peephole.
25) Repair / Replace laundry closet door.
26) Install doorstops throughout unit.
27) Repair / Replace door to both decks.
28) Repair / Replace locks throughout.
29) Repair / Replace window at 3rd bedroom.
30) Repair / Replace windows throughout.
31) Install screens at all windows.
32) Install washer / dryer – both units work but they are not properly installed. The stacking kit has not been installed.
33) Repair / Replace kitchen cabinet to the left of the dishwasher.
34) Repair / Replace wine fridge.
35) Repair / Replace toilet at 2nd bath.

36) Repair / Replace toilet supply line at 2nd bath.
37) Repair / Replace hot water supply at 2nd bath.
38) Repair / Replace hot water supply at master bath.
39) Repair / Replace master bath drain.
40) Repair / Replace 3rd bathroom sink drain.
41) Repair / Replace master bathtub.
42) Repair / Replace hot water supply to master bathtub.
43) Repair / Replace tile at 3rd bath shower.
44) Repair / Replace towel bar at 3rd bath.
45) Repair / Replace steam shower at master bath.

____

Buyer

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Buyer

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Seller

____

Seller

EXHIBIT B

BZA Case No. 19007
Jessica and John Leonard

Financial Burden & Investment to Date

Description	Dates		Value
Temporary Living	12/10/14 to 1/1/15	22	$4,282.30
	1/1/15 to 1/25/15	24	$4,671.60
	1/25/15 to 2/1/15	7	$1,614.45
	2/1/15 to 2/13/15	12	$2,335.80
	2/13/15 to 3/23/15	40	$8,944.75
	3/23/15 to 4/8/15	16	$3,944.06
	4/8/15 - 4/9/15	1	$247.29
	4/9 - 4/15	6	$1,020
	4/16 - 5/7	21	$3,570
	5/8 - 5/15	7	$1,190
	5/16 - 5/31	14	$2,140
	6/1 - 6/30	30	$4,500
Deposit			$15,000.00
Inspection Fee			$675.00
Appraisal Fee			$575.00
Title Charges			TBD
Lender Charges			$1,013.56
Interest Rate Lock & Extension			TBD
Alarm Costs			$350.00
Moving Costs			$800.00
Missing Work			$2,000.00
Commission Due			$34,995.00
Building Code Repairs			$23,900.00
Zoning Repairs			$50,000.00[1]
Total			**$167,768.81**

[1] $40, 000 as quoted in our prehearing statement plus an additional $10,000 to correct the lot occupancy and addition to the nonconforming use requirement.

EXHIBIT C

D.C. Building Code Repair List

Lower Unit

1) Hand rail to the lower unit not to code. ($500)
2) Insufficient landing provided by egress door - swings inward ($750)
3) The sediment trap/drip leg ($750)
4) Additional unidentified pipes exit unit. Plumber needs to identify and cap ($250)
5) All exposed wood must be fire rated ($500)
6) The rear parapet must be 30 inches and fire rated ($500-$1500)
7) The material of the plywood deck and wall must be fire rated and it must be consistent. Install deck moisture flashing at building. ($1500)
8) Deck framing needs reinforcement - need steel columns ($5000)
9) Sump pump backflow not operating correctly ($150)

SUBTOTAL: $10,900.00

Upper Unit

1) Floor and ceiling need to be closed with fire rated materials (multiple areas of penetration)($350)
2) Inspect bathroom sink- it is draining slowly. Evaluate if it is a design issue or it may be a pipe issue ($200)
3) The flashing between deck and exterior of brick wall needs replacing/repair ($1500)
4) Tempered glass in top floor needs to be installed on all three windows (4'x4' windows) ($2500)
5) The electrical panel is missing labels (N/C)
6) The steamer in the bathroom is not functioning properly ($150)
7) There is a problem with the washer/dryer access to the roof and joint accessibility (Exhaust needs to be moved) ($500)
8) Accessibility for motor tub in hallway (move access panel and make larger) ($150)

SUBTOTAL: $5,350.00

Building

1) Walls on top floor need to be opened up and materials checked to confirm the proper fire rating ($150 - $3,000)
2) Adjacent neighbor's chimney within 10 feet of structure. Need permission and permit to raise chimney 2 feet. ($750)
3) The exterior wall may project into neighbor's lot- easement must be obtained ($3,000)
4) The flashing along parapet is holding water-needs to be repaired ($750)
5) Relocate drain line at parking pad so as not to have water discharged directly into the public alley ($150)

SUBTOTAL: $7,650.00

GRAND TOTAL: $23,900

EXHIBIT D

THE 18 T STREET NE CONDOMINIUM
CONDOMINIUM UNIT PURCHASE AGREEMENT

Title to be conveyed in the name(s) of:

Jonathan Leonard

Jessica Leonard

Unit No: 2 Percentage Interest: 50%

THIS AGREEMENT is made between Edward V. Naybor and Donna D. Naybor, Owners ("Seller" or "Declarant"), and

Jonathan + Jessica Leonard ("Purchaser").

Seller desires to sell to Purchaser, and Purchaser desires to purchase, in The 18 T Street NE Condominium (the "Condominium"), located at 18 T Street NE, Washington, DC 20002, as described in the Non-Binding Reservation Agreement between the parties, if applicable.

Seller and Purchaser, for good and valuable consideration, agree as follows:

1. PURCHASE AND SALE OF UNIT

Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Condominium Unit(s) identified in the Condominium Declaration as Unit Number 2 (the "Unit"). The Units' percentage interest(s) in the Common Elements of the Condominium (the "Percentage Interest") as set forth in Exhibit B to the Condominium Declaration is 50 %. The Unit shall be conveyed "as is," except as otherwise set forth in the Limited Warranty attached hereto, and unfurnished and any furnishings and personal property displayed in any model unit are not included in the purchase price. Dimensions shown in any floor plan sketches are approximations.

2. PURCHASE PRICE AND TERMS OF PAYMENT

2.1 The Purchase Price for the condominium unit shall be calculated as follows:

Condominium Unit Price	$699,900
The Purchase Price of the Unit(s) is (exclusive of settlement costs and prorated amounts of prepaid items)	$699,900

The Purchase Price shall be paid as follows:

Earnest Money Deposit, to be applied as part payment of the purchase price, receipt of which amount is hereby acknowledged	$10,000
Mortgage Proceeds (if any)	$629,910
Balance due at settlement, in cash or by certified or cashier's check	$59,990

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Note: See attached GCAAR Addenda for detailed Terms and Conditions, including Addendum of Clauses, Conventional Financing Addendum, Pre-Settlement Occupancy Addendum

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Purchaser will also pay at closing, as an initial capital contribution, an amount equal to two times the "Estimated Monthly Assessment" (Condominium Fee) for Purchaser's Unit and for use of any applicable limited element parking, storage and / or rooftop terrace as set forth in Exhibit V-B of the accompanying Public Offering Statement. This initial capital contribution will be allocated to the Condominium's working capital. This contribution is in addition to, and not in lieu of, the regular condominium assessment, which will be prorated at settlement. Such payments are non-refundable. The estimated initial monthly condominium assessment for the Condominium Unit is ~~$236.04~~, as set forth in Exhibit V-B to the Public Offering Statement. $472.08 (2 x $236.04 monthly condominium fee).

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2.2 Seller shall place Purchaser's deposit in escrow in accordance with the District of Columbia Condominium Act. The ~~deposit together with any interest~~ earned thereon (the "Deposit") shall be credited to Purchaser at closing and the balance of the purchase price shall be paid to Seller by certified or cashier's check at closing. The term "Deposit" includes any interest earned on any deposit made by Purchaser under this Agreement.

2.3 The Deposit shall be disbursed upon the following terms. If settlement is made the Deposit will be delivered to Seller at the time of settlement. If settlement is not made as provided herein because of Purchaser's failure to comply with any term of this Agreement, or for any reason after financing has been approved, at the option of Seller, Purchaser shall forfeit all amounts paid under this Agreement which may be retained by Seller as liquidated damages.

3. FINANCING (STRIKE IF ALL CASH SALE)

3.1 Purchaser shall negotiate, procure and place a conventional, first deed of trust loan, secured by the Unit, in the amount of $ 629,910, at the interest rate prevailing at the time of Purchaser's loan commitment, amortized over a 30 year period or less. The interest rate under such first deed of trust loan may be fixed or adjustable. Purchaser shall make prompt application for such loan through a lending agency or institution approved by Seller. Purchaser shall pay all loan fees in connection with any such loan. The proceeds of this first deed of trust loan shall be applied towards payment of the purchase price.

3.2 Purchaser's failure to apply for the first deed of trust loan contemplated by paragraph 3.1 within 10 days from the date of Seller's acceptance of this Agreement shall be deemed a breach of this Agreement. In such an event, at the option of Seller, Purchaser shall forfeit any amount paid under this Agreement (including amounts paid for optional extras, upgrades or alterations), and such amount may be retained by Seller as liquidated damages. If Purchaser has made the application for a loan within the aforementioned 10 day period and diligently sought to obtain the loan, and a commitment for such loan is not obtained within 20 days after the date of Seller's acceptance of this Agreement, then Seller may in its sole discretion, either (a) declare this contract void and shall return Purchaser's Deposit, or (b) extend the 20 day period for an additional period, not to exceed 30 days. Seller shall inform Purchaser of its decision in writing. During said additional or extended period Seller may, but shall not be obligated to, identify a lender or institution which agrees to provide a first deed of trust loan to Purchaser at or below the then prevailing interest rate. Such interest rate may be fixed or adjustable.

If Purchaser does not receive a loan commitment for said loan within the period of time required by this paragraph and has otherwise complied with the conditions of this paragraph, then Seller or Purchaser may declare this contract void, at which time Purchaser's Deposit shall be returned and this Agreement shall be deemed null and void. In the event Purchaser, during the initial 10 and 20 day periods mentioned herein, as well as during any extended period, fails to diligently pursue the loan, withholds information or supplies false information to a prospective lender, or fails to complete settlement on the Unit after receiving a commitment for a loan, Purchaser shall forfeit all amounts paid under this Agreement.

3.3 Each lending institution to which Purchaser makes application for a first deed of trust loan is authorized by Purchaser to investigate Purchaser's financial responsibility. The lending institution shall notify Purchaser in writing whether or not Purchaser has qualified for the first deed of trust loan, and in the event Purchaser has not qualified for such loan, Purchaser authorizes the lending institution to release the reasons for said rejection to Seller or its agent. Seller and/or its agent are authorized to inquire of the lending institution regarding the status of Purchaser's application and loan.

3.4 If Purchaser has qualified for a first deed of trust loan, Purchaser nevertheless shall have the right to forego such first deed of trust loan and pay all cash, upon reasonable notice to Seller prior to closing. Within the 20 day period provided for in paragraph 3.2 or any extension thereof granted by Seller, Purchaser shall remove any financing contingency in writing by notice to Seller.

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3.5 If Purchaser terminates this Agreement pursuant to paragraph 25 herein or fails to obtain financing within 20 days after the date of final ratification or any extensions of such period approved in writing by Seller, Purchaser shall return to Seller all copies of the Public Offering Statement and exhibits or pay to Seller the sum of $50.00.

3.6 Under no circumstances will Purchaser be entitled to a refund of any amounts paid for optional extras, upgrades or alterations, including Purchaser's failure to obtain necessary financing in accordance with the terms hereof.

4. UNIT OWNERS ASSOCIATION

A condominium unit owners association will be established for the purpose of operating and maintaining the Common Elements of the Condominium as described in the Public Offering Statement.

5. CONDOMINIUM ASSESSMENTS

Purchaser is obligated and agrees to pay monthly the percentage share of the Common Expenses of the Condominium (as set forth in the Condominium Declaration) for his Unit, and for use of any limited element parking, storage or rooftop terrace (if applicable). It is understood that Seller's estimate of such assessment(s), as described in paragraph 2.1, is only an estimate and is not guaranteed by Seller.

6. COMMUNITY LIVING

Purchaser is reminded that the Unit is in a building surrounded by, or adjacent to, other units, and that persons and or families will be living above, below or beside the Unit and will be sharing the common areas within the building. While the Condominium is being constructed in accordance with current District of Columbia code, Seller cautions Purchaser that noises and odors generated by the operation of appliances and plumbing fixtures in other units or the common areas may be audible or smelled.

7. DELIVERY

7.1 At settlement, Seller shall deliver the Unit substantially in accordance with the Plat and Plans, as the same may be modified and amended from time to time, and in compliance with the terms of the Public Offering Statement and applicable law. Purchaser acknowledges that the measurements on the Plat and Plans are approximate and actual dimensions may not be exactly as shown.

7.2 Purchaser acknowledges that certain building materials (including, among others, ceramic tile, flooring and paint) are manufactured in lots and batches, that variations in color, texture and size may occur, and that should Seller use materials from different lots or batches, there may occur a variance in color, texture or size. Purchaser acknowledges that any such variances that may occur shall not be considered a defect in materials or workmanship or be a failure of Seller to build in substantial conformity with the Plat and Plans.

7.3 Purchaser acknowledges that any information given to Purchaser by a representative, employee or agent of Seller with respect to the anticipated dates for delivery of title and possession of the Unit is not to be considered a material part of this Agreement nor a material representation or warranty of Seller.

7.4 Furniture, furnishings and the like as shown in or about a model unit are for display purposes only and are not considered a part of such unit for purposes of this Agreement. The location of wall switches, thermostats, plumbing, electrical outlets or similar items may vary from unit to unit and may not be as shown in any model unit. Any floor plans, sketches or sales drawings shown to Purchaser other than those that are part of the Public Offering Statement are for display purposes only and may not be exactly duplicated. The Unit is being sold unfurnished and will contain only the appliances and equipment installed at the time of inspection.

8. SETTLEMENT / CONVEYANCE OF TITLE

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8.1 Settlement will occur on or ~~about~~ before January 15th, 20~~15~~, subject to the provisions of this section. Seller and Purchaser agree that National Capital Title + Escrow shall conduct the settlement.

8.2 At settlement Seller agrees to convey to Purchaser good and merchantable title to the Unit (together with its Percentage Interest in the Common Elements) by special warranty deed subject only to the general real estate taxes and water and sewer assessments for the current tax year not then due; the Condominium Act of 1976 Technical and Clarifying Amendment Act of 1992 as the same may be

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amended, the Declaration, Bylaws, Plat and Plans and Rules and Regulations of the Condominium; easements, covenants and conditions of record; ordinances and regulations of competent municipal or other governmental authorities; easements for sewers, water, gas, fuel line, drainage, electric, telephone and other similar utilities, if any, granted or to be granted; and Purchaser's deed of trust, if any.

8.3 Purchaser agrees to effect closing under this Agreement within 10 days after Seller has notified Purchaser that Seller is prepared to tender title and possession of the Unit to Purchaser. Seller agrees that said notice will not be given prior to the time Purchaser receives a loan commitment. In the event that, upon examination, the title should be found defective and the defects are of such character that they may be remedied readily by legal action to perfect the title, such action must be taken promptly by and at Seller's expense, whereupon the time herein specified for full settlement by Purchaser will thereby be extended for the period necessary for such action; otherwise Seller may terminate this Agreement and cause the Deposit to be returned to Purchaser. Settlement shall be made by payment of the purchase price and delivery of the deed at the time and place designated by Seller in a written notice to Purchaser that the Unit is ready for conveyance. Purchaser shall be entitled to occupy and have possession of the Unit from and after the closing.

8.4 Purchaser agrees to pay all closing costs not previously paid, including, without limitation, credit report fee, lender's appraisal fee, District of Columbia Real Property Recordation Tax (currently 1.1 - 1.45%), document recordation charges, fees for title examination, preparation of all documents of conveyancing and all mortgage instruments, settlement fees, notary fees, and fees for mortgagee's title insurance, private mortgage insurance premiums, if any, any loan origination, discount or similar fees, and fees for owners title insurance (optional) and other charges in the nature of prepaid expenses, escrows for taxes and the like. Seller will pay the D.C. Transfer Tax (currently 1.1 - 1.45%) and a reasonable settlement fee for services rendered to it.

8.5 Purchaser has the right to select a settlement agent to handle the closing of this transaction. The settlement agent's role 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 agreement between the parties. If part of the purchase price is financed, the lender will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party in the transaction except one who is engaged in the private practice of law in the District of Columbia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

8.6 Acceptance of the deed at settlement shall constitute Purchaser's acknowledgment of full compliance of Seller with the terms of this Agreement.

9. CLOSING ADJUSTMENTS

All monthly condominium assessments for the month in which settlement is made, if any, real property taxes, insurance premiums, any assessments of water, sewer, or similar services to the Condominium, and any other prepaid or pro-ratable items shall be prorated between Purchaser and Seller as of the date upon which Seller is prepared to close according to the terms of this Agreement. Thereafter, each of these items shall be assumed and paid by Purchaser. In the event that at time of closing any such item has not been allocated among the units the total of such items for the Condominium shall be allocated among the units (on an estimated basis, if necessary) in accordance with each Unit's Percentage Interest as set forth in the Declaration.

10. INSPECTIONS

10.1 Pre-Settlement Inspection. Upon substantial completion of the Unit as determined by Seller, and within 48 hours prior to settlement, Seller shall notify Purchaser that the Unit is ready for inspection. Purchaser and Seller shall inspect the Unit and note in the Pre-Settlement Inspection Report any incomplete work or defects, whereafter, upon acceptance of the deed by Purchaser, Purchaser agrees to hold Seller free from liability for any visible defects not specifically noted in said Pre-Settlement Inspection Report. The Pre-Settlement Inspection Report is Purchaser's Warranty by Seller that any incomplete work will be done as promptly as weather and workload permit. The existence of items to be completed as noted in the Pre-Settlement Inspection Report shall not entitle Purchaser to postpone settlement. Seller shall not be required to establish an escrow to ensure completion of the items as a condition of settlement, and Purchaser shall not be entitled to request such an escrow. Failure of Purchaser to make the inspection at the date and time specified by Seller shall constitute full acceptance of the Unit by Purchaser in the then present condition.

10.2 Post-Settlement Inspection. Sixty days after settlement, Seller and Purchaser shall schedule a meeting to inspect for any outstanding construction or finish issues relating to the Unit and its condition which have been identified by Purchaser in the Pre-

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Settlement Inspection Report. Any items identified for which Seller is responsible will be remedied by Seller within 15 days (subject to availability of any necessary materials). Seller shall have no responsibility for items not identified during such inspection, except for Seller's statutory warranty obligations.

11. WARRANTY

At settlement, Seller shall deliver to Purchaser an executed warranty in the form set forth in the attachment hereto. The Declarant reserves the right at its option and at any time (either before or after the sale of a unit) to grant additional warranties with respect to any unit or the common elements.

12. RISKS

The risk of loss or damage to the Unit by fire or other casualty is assumed by Seller until the time of closing.

13. DEFAULT, SUBORDINATION, MERGER AND ASSIGNMENT

13.1 If Purchaser shall default in any of the payments or other obligations called for in this Agreement, then at the option of Seller, Purchaser shall forfeit any and all rights under this Agreement, and any amount theretofore paid under the terms of this Agreement may be retained by Seller as liquidated damages. If for any reason whatsoever Seller shall be unable to deliver title in accordance with the provisions of this Agreement, Seller's liability shall be limited to the return of any payments made by Purchaser hereunder. Thereafter, Seller shall be free to sell the Unit to another third party and shall be under no obligation to make an accounting to Purchaser for any part of the proceeds of such sale.

13.2 Purchaser's interest in this Agreement shall be subordinate to any lien placed by Seller against the Unit or the Condominium at any time prior to the closing. However, Seller shall cause any such lien against the Unit to be released at or prior to the closing, to the extent required by Paragraph 8 of this Agreement. Seller may assign its rights hereunder.

13.3 The parties to this Agreement mutually agree that it shall be binding upon them and upon each of their respective heirs, personal representatives and successors, and that the provisions hereof shall survive execution and delivery of the deed of the Unit and shall not be merged therein.

13.4 This Agreement is personal to Purchaser and is not assignable by him. Any purported assignment of this Agreement in violation hereof shall be voidable at the option of Seller.

14. CONDITION OF CLOSING

Anything herein to the contrary notwithstanding, it is understood and agreed that this Agreement shall be subject to Seller entering into a sufficient number of agreements for the sale of Units to assure satisfactory Condominium operation. This condition shall be satisfied by a determination made by Seller in its sole discretion that the number of agreements for sale of units that have been made is sufficient for this purpose. If this condition is not satisfied on or before _____, 2014 then at the option of Purchaser within thirty (30) days of notification from Seller of the failure of this condition, or at the option of Seller at any time thereafter, this Agreement may be declared null and void and Seller shall release to Purchaser all amounts received on account of Purchaser of the Unit, and all parties shall forthwith be released from all obligations under this Agreement.

15. DISTRICT OF COLUMBIA SOIL DISCLOSURE REQUIREMENT

Purchaser confirms that Seller has advised it, pursuant to the District of Columbia Code, that the soil on the subject lands is noted in the Soil Survey of the District of Columbia as [illegible]. Purchaser has been advised that he 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 Seller as to the soil characteristics of the subject property.

[illegible] EN [illegible]

16. NOTICES

All notices and demands required or given pursuant to the terms of this Agreement shall be in writing and served by certified mail at the address of the parties indicated below, except for notice given pursuant to paragraph 25 which shall be made in accordance with that paragraph.

17. DESIGNATIONS AND CAPTIONS

17.1 In any designation hereunder, reference to the masculine gender shall be deemed to include the feminine gender wherever it may be appropriate, and the plural shall be substituted for the singular or the singular substituted for the plural in any place herein in which the context may require substitution.

17.2 The captions contained in this Agreement are for convenience only and are not to be considered a material part hereof, and are not intended in any way to limit or enlarge the terms or provisions of this Agreement.

18. INITIAL OPERATING PERIOD

During the Initial Operating Period (as defined in the Bylaws), the Condominium will be operated as described in the Public Offering Statement.

19. AGREEMENT EXPRESSES ENTIRE UNDERSTANDING

19.1 This Agreement constitutes the entire agreement between the parties. No representations, warranties, undertakings, promises, claims, advertising or promotional activities, made or conducted by Seller, or Seller's agents or representatives, whether oral, implied or otherwise, shall be binding upon Seller unless the same are expressly set forth in this Agreement or in a subsequent written Agreement executed by Seller. All amendments, supplements or riders hereto, if any, shall be in writing and executed by both parties.

19.2 No representations or agreements with respect to modifications or changes in the Unit or extras required or requested by Purchaser, will be recognized unless such representations or agreements are in writing, signed by the parties, and payment for such modifications, changes or extras are made at the time of the execution of such writing.

19.3 The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

20. COUNTERPARTS

This Agreement may be executed in counterparts, each of which, when so executed and taken together, may be considered an original.

21. TIME OF ESSENCE

Time shall be considered of the essence in this Agreement.

22. RECEIPT OF PUBLIC OFFERING STATEMENT

Purchaser hereby acknowledges that he has received a copy of the Public Offering Statement for The 18 T Street NE Condominium and agrees to be bound by the foregoing as the same may be duly amended upon proper notice to Purchaser and in compliance with the terms of the Public Offering Statement and applicable law.

23. AMENDMENTS OF CONDOMINIUM INSTRUMENTS

Seller reserves the right upon notice to Purchaser, prior to Settlement, to make such modifications, additions or deletions in or to any of the condominium instruments which may clarify the documents or as may be required by a permanent lender, public authority or the title company insuring title, provided that such modifications are reasonable and within the general initial intent of the condominium instruments.

24. ACCESS TO UNIT PRIOR TO SETTLEMENT

In order to comply with insurance requirements and to assure the safety of Purchaser and Seller's personnel, Purchaser will not have access or entry to the improvements or the construction site during construction, nor may it store any of its possessions in or about the improvements or the construction site prior to the settlement of this contract and delivery of possession to Purchaser hereunder. Any violation of this provision may, at the election of Seller, be considered a material breach of this contract and in addition to any other remedies available to Seller, Seller may declare this contract void, and, in such event, the deposit herein provided, PLUS ANY AMOUNTS PAID ON ACCOUNT FOR OPTIONS AND EXTRAS, may be retained by Seller as fixed liquidated damages. Further, should Purchaser enter the improvements and/or construction site at any time in violation of this paragraph, Purchaser assumes all liability and responsibility for any injury suffered by Purchaser or his guests or invitees while visiting the Unit or Condominium. Exceptions permitted by Seller shall not be deemed to invalidate the terms of this paragraph.

25. PURCHASER'S RIGHT TO CANCEL

Seller hereby grants to Purchaser a period of 15 days within which to review the Condominium documents made available to Purchaser pursuant to the District of Columbia Condominium Act of 1976 Technical and Clarifying Amendment Act of 1992 and applicable regulations. Notwithstanding any other provision of this Agreement, Purchaser, at his election, by written notice to Seller or Seller's agent, hand-delivered or sent by United States mail, return receipt requested, at any time prior to midnight local time of the 15th day following the date this Agreement is accepted by Seller, or receipt by Purchaser of a current Public Offering Statement, whichever is later, may terminate this Agreement, and thereupon Purchaser's entire Deposit shall be refunded and the parties hereto shall have no further rights or liabilities under this Agreement.

Purchaser's Right to Cancel [Spanish equivalent] El vendedor permitira al comprado un periodo de 15 dias para revisar los documentos refderente a las leyes y regulaciones in 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 personal a la del vendedor) en cualquier momento antes de la medianoche del decimoquinto dia que sigue la fecha senalada en el contrato firmado por el comprado, o el comprado haya recibido un Anuncio de Oferta Publica corriente, lo que suceda ultimamente, podra terminar el acuerdo, el comprador recibira su deposito y no habra ninguana obligacion entro las personas de esta acuerdo.

26. AGENT

Seller has agreed to pay to Keller Williams Capitol Properties ("Agent") a commission in the amount of 2.5 % of the Purchase Price and a cooperating commission to DCRE Residential (Purchaser's Agent) of 2.5 %. Said commissions are hereby assigned to the Agent and Purchaser's Agent (if any) by Seller out of the proceeds of the sale, and the party through whom settlement hereunder is made is hereby authorized and directed to deduct the aforesaid commission from the proceeds of the sale and to make payment thereof directly to the Agent and Purchaser's Agent (if any). Agent assumes no responsibility for the condition of the Units or for the performance of this Agreement by any or all parties hereto.

27. FORCE MAJEURE

If Seller is delayed in completing and settling on the Unit for reasons beyond the control of Seller, then the time for such completion and settlement shall be extended for the period of such delay. Reasons beyond the control of Seller include, without limitation, impossibility of performance, Acts of God, fire, earthquake, flood, hurricane, explosion, condemnation or acts of government agencies, acts of war, acts of terrorism, and any other legally supportable justification under the laws of the District of Columbia.

28. CHOICE OF LAW / NO WAIVER

This Agreement shall be construed under and governed by the laws of the District of Columbia, without regard to the conflicts of law provisions thereof. Any waiver or alleged waiver of any breach or term of this Agreement shall not constitute a waiver of any other breach or term hereof.

EN

29. PURCHASER(S) AFFIRM THAT HE/SHE/THEY INTEND TO OCCUPY THE CONDOMINIUM UNIT AS HIS/HER/THEIR PERMANENT RESIDENCE.

30. NOTWITHSTANDING THE DELIVERY OF A DEPOSIT, AND THE SALES PERSONNEL ACKNOWLEDGING WRITTEN RECEIPT THEREOF, THIS AGREEMENT IS NOT BINDING UPON SELLER UNTIL ACCEPTED IN WRITING BY SELLER.

[Ratified]
IN WITNESS WHEREOF, the parties have executed this Agreement this 26 day of November, 2014

Purchaser's Address: ______

PURCHASER(s):

______ (Purchaser's Signature)

DATE: ______

______ (Purchaser's Signature)

Telephone No. ______ HOME ______ OFFICE

SELLER:
Edward V. Naybor and Donna D. Naybor, Owners

By: Edward V. Naylor By:

DATE: 11/25/14 Date 11/25/14

SELLER'S ADDRESS:
18 T Street, NE, Washington, DC 20002

Agent	Andrea Rizzuto
Phone	
Cell	202.595.5757
E-mail	andrea@DCREresidential.com
Fax	202.453.3680

GCAAR

REALTOR® EQUAL HOUSING OPPORTUNITY

Pre-Settlement Occupancy Addendum

(For Use in Montgomery County, Maryland and Washington, DC)

(This form may be used for pre-settlement occupancies in Montgomery County, Maryland and Washington, DC of not greater than sixty (60) days. If greater than sixty (60) days, use appropriate jurisdictional lease agreement.)

The Contract of Sale dated 11/24/15, Address 18 T St NE #2
City Washington, State DC Zip 20002 between
Seller Edward V. Naybor, Donna D. Naybor and
Buyer Jonathan Leonard, Jessica Leornard is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

1. **OCCUPANCY:** Seller hereby grants Buyer a license to occupy the Property from 12/10/14 ("Occupancy Date"), until the Settlement Date ("Occupancy Period"), at a daily license fee of $ 75, per day. Buyer shall pay to Seller on or before 12/10/14 the sum of $ 2625.00, covering the Occupancy Period. In the event the Settlement Date is extended pursuant to the terms of the Contract, Buyer shall continue to pay the daily license fee until Settlement occurs. This amount is nonrefundable if Buyer vacates prior to the Settlement Date.

2. **DEPOSIT:** Buyer has paid herewith to the Selling Broker or other Escrow Agent designated in the Contract an additional Deposit in the amount of $ 5,000. This additional deposit and the Deposit under the Contract shall be known as the "Entire Deposit". The handling and disposition of the Entire Deposit shall be governed by the applicable provisions of the Contract regarding the Deposit.

3. **PROPERTY CONDITION:** At the Occupancy Date, Seller will deliver possession of the Property to Buyer vacant, clear of trash and debris, broom clean and in the condition required under the Contract. Buyer shall inspect the Property on that date, and this inspection shall constitute the pre-settlement inspection provided under the Contract. At Settlement, Seller will deliver the Property to Buyer in the condition required under the Contract, except that Seller shall have no responsibility with respect to any change in the condition of or damage to the Property which occurs as a result of Buyer's occupancy of the property pursuant to this Addendum.

4. **BUYER'S RESPONSIBILITY:** Buyer agrees to conduct the occupancy of the Property in such a manner as to maintain the Property, including all equipment and landscaping, in the same original good order as of the Occupancy Date. Buyer is not to repaint, re-decorate or renovate without the written permission of Seller. Buyer will be responsible for the maintenance of all appliances and equipment on the Property and the cost of any repairs and/or replacements to same during the Occupancy Period. Buyer will have all utilities (sewer, water, gas, oil, electricity, etc.) registered in Buyer's name as of the Occupancy Date and shall pay the charges for these services for the entire Occupancy Period. In the event Settlement under the Contract does not take place by the Settlement Date for any reason other than default by Seller, Buyer shall immediately vacate the Property, remove all personal property and place the Property in substantially the same condition the Property was in at the Occupancy Date. If Buyer fails to comply with the terms of this Addendum, in addition to any other remedies specified in the Contract, the daily license fee shall be DOUBLED, and shall continue until Buyer is in compliance.

5. **RISK OF LOSS:** Except for claims arising out of Seller's negligence, it is understood and agreed that Buyer specifically releases Seller from and will indemnify and hold Seller harmless against any and all claims that Buyer, or members of Buyer's family, Buyer's contractors, agents, guests and/or invitees, may have for personal injury and/or for loss or damage to personal property during the Occupancy Period. Such release and indemnification shall include, but not be limited to, reasonable attorney's fees. Seller shall maintain fire and extended coverage insurance on the Property with an appropriate absentee owner's liability clause. In addition, Buyer shall, by the Occupancy Date, provide evidence of an appropriate policy insuring Buyer for loss or damage to Buyer's personal property and insuring both Buyer and Seller for fire, vandalism and extended coverage for injuries sustained by Buyer's guests or other third parties who may enter the Property during the Occupancy Period. Seller shall be named as a loss payee with Buyer on said policy(ies) of insurance. If there is duplicate coverage on the Property, Seller's policy shall be primary and Buyer's policy shall be secondary. Buyer shall be responsible for the payment of any deductibles under both insurance policies in the event of a covered loss.

6. **ACCESS:** Buyer agrees that Seller and Seller's agents and employees shall have the right to enter upon the Property at all reasonable times for the purpose of showing, inspecting and/or making any repairs which Seller deems necessary or appropriate.

7. **NO LANDLORD TENANT RELATIONSHIP CREATED:** Nothing in this Addendum shall constitute a Landlord/Tenant relationship between Buyer and Seller. Buyer hereby warrants that no such tenancy shall arise under this Addendum or under applicable law. Further, Buyer shall have no rights afforded to Tenants in this jurisdiction by reason of the license hereunder granted from Seller to Buyer.

8. **ADDITIONAL PROVISIONS:** ____________________

____

____

____

____

____

Edward V. Naybor	11/25/14		11/24/14
Seller Edward V. Naybor	Date	Buyer Jonathan Leonard	Date
	11/25/14		11/24/14
Seller Donna D. Naybor	Date	Buyer Jessica Leornard	Date

GCAAR

Addendum of Clauses

(For use with MAR and Regional Contract)

The Contract of Sale dated 11/24/14, Address 18 T St NE #2
City Washington, State DC Zip 20002 between
Seller Edward V. Naybor, Donna D. Naybor and
Buyer Jonathan Leonard, Jessica Leornard
is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

It is expressly provided that only the numbered paragraphs which are checked and initialed by all Parties shall be made a part of said contract.

☐ 1. **SELLER'S CREDIT(S) TO BUYER:** In addition to any other amount(s) the Seller has agreed to pay under other provisions of this Contract, the Seller shall credit the Buyer at the time of Settlement with the sum of $ ________ towards Purchaser's settlement costs. It is the Buyer's responsibility to confirm with his Lender, if applicable, that the entire credit provided for herein may be utilized. If Lender prohibits the Seller from payment of any portion of this credit, then said credit shall be reduced to the amount allowed by Lender.

☒ 2. **HOME INSPECTION CONTINGENCY:** This Contract is contingent until 9 p.m. on the 10 Day after the Date of Ratification ("Deadline") for inspections of the property, not including radon or lead-based paint inspections, which require separate contingencies, by the Buyer, a home inspection firm and/or other representative(s) at the Buyer's discretion and expense. The Seller will have all utilities in service at the time of inspection(s). This contingency will terminate at the Deadline unless by the Deadline the Buyer Delivers to the Seller either A or B:

A. A copy of the report(s) from the inspection(s) of the property together with a Home Inspection Notice (see recommended GCAAR Form #1344) listing home inspection conditions or items that the Buyer requires the Seller to repair, and/or stipulating a dollar credit, as allowed by the lender, to be paid at settlement by the Seller toward the Buyer's charges to buy the property.

If the Seller elects not to perform in accordance with the Home Inspection Notice or makes another offer, the Seller will Deliver Notice to the Buyer of such decision within 3 Days after Delivery of the Home Inspection Notice.

Within 3 Days after Delivery of a Notice from one party, the other party may:

a) Deliver Notice accepting the terms contained in the other party's Notice; or
b) Deliver Notice continuing negotiations by making another offer; or
c) Deliver Notice that this Contract will become void at 9 p.m. on the 3rd Day following Delivery, unless the recipient Delivers to the other party Notice of the acceptance of the last Delivered offer prior to that date and time, in which case this Contract will remain in full force and effect.

Failure of either party to respond within 3 Days after Delivery of Notice from the other party will result in acceptance by both parties of the terms of the most recent Notice.

B. Notice declaring this Contract void.

☐ 3. **GENERAL INSPECTION CONTINGENCY (NO RIGHT TO NEGOTIATE):** This Contract is contingent until 9 p.m. on the ________ Day after the Date of Ratification ("Deadline") for satisfactory inspections of the property by the Buyer, a home inspection firm and/or other representative(s) at the Buyer's discretion and expense. **The inspection(s) provided for hereunder are for informational purposes only. Unless otherwise agreed to elsewhere in the Contract, this Contingency does not provide the right to request that the Seller make any repairs and/or provide a dollar credit.** The Seller will have all utilities in service at the time of inspection(s). In the event of an unsatisfactory inspection, as determined by Buyer in his sole discretion, Buyer may, by Notice to Seller, declare this contract void. In the event such Notice is not given by the Deadline, this Contingency will terminate, and this contract will remain in full force and effect.

☐ 4. **"AS-IS" PROPERTY CONDITION:** All clauses in this Contract pertaining to termites and wood destroying insects, private well and/or private sewage systems, and compliance with city, state or county regulations are hereby deleted from this Contract. Smoke detectors will be installed as required by the laws or regulations of the appropriate jurisdictions. The provisions of the Property Maintenance and Condition Paragraph will remain in full force and effect.

☐ 5. **RADON INSPECTION CONTINGENCY:** This Contract is contingent until 9 p.m. on the _________ Day after the Date of Ratification ("Deadline") to allow the Buyer, at the Buyer's discretion and expense, to have the property inspected for the presence of radon by a Testing Firm listed with the National Radon Safety Board ("NRSB") or the National Environmental Health Association ("NEHA") using a U.S. Environmental Protection Agency ("EPA") approved testing method. Testing and retesting devices, if applicable, to be placed and retrieved by an NRSB or NEHA listed technician or their authorized subcontractor. This contingency will terminate at the Deadline unless by the Deadline, the Buyer Delivers to the Seller a copy of the radon testing report which confirms the presence of radon that equals or exceeds the action level established by the EPA together with either A or B:

A. Radon Testing Notice: (see GCAAR recommended Form #1363) requiring the Seller at Seller's expense prior to settlement to remediate the radon condition; or stipulating a dollar credit, as allowed by the Lender, to be paid at settlement by the Seller towards the Buyer's charges to buy the Property. In the event that the Seller agrees to remediate the radon condition, such work shall be performed by a NRSB or NEHA listed remediation firm who will provide written verification that the required remediation has been performed, including test results demonstrating that the presence of Radon is below the action level established by EPA.

If the Seller elects not to perform in accordance with the Radon Testing Notice or makes another offer, the Seller will Deliver Notice to the Buyer of such decision within 3 Days after Delivery of the Radon Testing Notice.

Within 3 Days after Delivery of a Notice from one party, the other party may:
a) Deliver Notice accepting the terms contained in the other party's Notice; or
b) Deliver Notice continuing negotiations by making another offer; or
c) Deliver Notice that this Contract will become void at 9 p.m. on the 3rd Day following Delivery, unless the recipient Delivers to the other party Notice of the acceptance of the last Delivered offer prior to that date and time, in which case this Contract will remain in full force and effect.

Failure of either party to respond within 3 Days after Delivery of a Notice from the other party will result in acceptance by both parties of the terms of the most recent Notice.

B. Notice declaring this Contract void.

☐ 6. **LEAD-BASED PAINT INSPECTION CONTINGENCY:** This Contract is contingent until 9 p.m. on the _________ Day after the Date of Ratification (must be 10 days or such other period as shall be mutually agreeable to the Buyer and Seller) ("Deadline") to allow Buyer, at Buyer's discretion and expense, to have a risk assessment or inspection of the interior and exterior of the subject property for the presence of lead paint and/or lead-based paint hazards ("Inspection"). Such Inspection shall be performed by an individual certified by the Maryland Department of the Environment ("MDE"), for Maryland properties, or the DC Department of Health Lead Based Paint Program, for DC Properties, to conduct such assessment or inspection ("Certified Inspector"). This contingency will terminate at the Deadline unless by the Deadline, Buyer Delivers to Seller a copy of the risk assessment report or inspection report which reveals conditions for which the Certified Inspector recommends corrective action together with either A or B.

A. Lead-Based Paint Testing Notice: (see recommended GCAAR Form #1340) identifying specific lead based paint hazards and requiring Seller at Seller's expense prior to settlement to perform requisite corrective action to abate such lead based paint hazards, or stipulating a dollar credit, as allowed by the Lender, to be paid at Settlement by the Seller towards Buyer's charges to buy the Property. In the event Seller agrees to have the corrective action performed, Seller shall furnish, not later than the date of settlement, a written certification by a Certified Inspector demonstrating that the specified conditions have been remedied.

If Seller elects not to perform in accordance with the Lead Based Paint Notice or makes another offer, Seller will Deliver Notice to Buyer of such decision within 3 Days after Delivery of the Lead Based Paint Notice.

Within 3 Days after Delivery of a Notice from one party, the other party may:
a) Deliver Notice accepting the terms contained in the other party's Notice; or
b) Deliver Notice continuing negotiations by making another offer; or
c) Deliver Notice that this Contract will become void at 9 p.m. on the 3rd Day following Delivery, unless the recipient Delivers to the other party Notice of the acceptance of the last Delivered offer prior to that date and time, in which case this Contract will remain in full force and effect.

Failure of either party to respond within 3 Days after Delivery of a Notice from the other party will result in acceptance by both parties of the terms of the most recent Notice.

B. Notice declaring this Contract void.

☐ 7. **POST SETTLEMENT AIR CONDITIONING AND/OR SWIMMING POOL INSPECTION CONTINGENCY:**
These provisions shall apply to the following system(s) (the "System") (check appropriate system(s)):
☐ the **Air Conditioning System**; and/or ☐ the **Swimming Pool System** (defined as the swimming pool and related equipment, including the structural integrity of the swimming pool).

Buyer and Seller agree that the System will convey in normal working order ("Required Condition"). Due to weather conditions, the System located at the Property cannot be adequately tested to ensure that it is in the Required Condition. Buyer and Seller agree that Buyer shall, at his expense, make an inspection of the System at the earliest practicable date, consistent with the weather conditions, but in no event later than the May 31 following ratification (the "Final Inspection Date"). Seller's agreement that the System will convey in the Required Condition is hereby extended through the date of the inspection of the System, but in no event later than the Final Inspection Date.

Buyer shall give Notice to Seller of the date and time on which the inspection is to be made, and Seller shall have the option of being present or represented at said inspection. The inspection shall be conducted by a heating and air conditioning technician, or pool service company, as appropriate, licensed in the jurisdiction in which the Property is located. Buyer agrees not to attempt to operate the System prior to the scheduled date for the inspection. In the event Buyer attempts to operate the System prior to said inspection, then any warranty hereunder, express or implied, by Seller, shall be deemed to be null and void.

In the event that the aforesaid inspection shows the System to be in the Required Condition, then Seller's obligations hereunder with respect to the System shall be deemed fulfilled. In the event that the aforesaid inspection shows the System not to be in the Required Condition, Buyer shall provide Notice of same to Seller no later than the Final Inspection Date, in which event Seller shall be responsible for the actual cost necessary to place the System in the Required Condition. All remedial action taken hereunder shall be performed in a good and workmanlike manner by a heating and air conditioning contractor or pool service company, as appropriate, selected by Seller who is licensed in the jurisdiction in which the Property is located, and shall be completed within 10 days after Buyer's Notice to Seller ("Seller's Timeframe"). Buyer shall make the Property available at reasonable times for the completion of such work. In the event that the System is not in the Required Condition by the expiration of Seller's Timeframe, Buyer shall be irrevocably authorized to have the required remedial action performed by a contractor meeting the aforesaid qualifications. Upon completion of the remedial action, but no later than 10 days following the expiration of Seller's Timeframe ("Buyer's Timeframe"), Buyer shall provide a Notice to Seller including a copy of the contractor's invoice and instructions as to whether the amount shown in said invoice shall be paid directly to said contractor or to Buyer as a reimbursement for covered expenses. Upon receipt of said Notice, Seller shall immediately make payment as instructed in the Notice.

In the event that any Notice required to be given in this Addendum is not given within the timeframe specified, then Seller's obligations hereunder with respect to the System shall be deemed fulfilled.

☐ 8. **HOLDING DEPOSIT CHECK: WARNING: THIS CLAUSE MAY NOT BE USED FOR A MARYLAND TRANSACTION WHEN A REAL ESTATE BROKER IS THE ESCROW AGENT:** It is understood and agreed by all Parties that the Buyer has instructed the Escrow Agent to hold and not deposit the above described deposit check until _________ Days after Ratification at which time said check shall be deposited.

☐ 9. **INTEREST-BEARING ACCOUNT DEPOSIT:** The Parties hereto agree and authorize ______________________________, Escrow Agent, to place the deposit in an interest-bearing escrow account. Interest shall accrue and be payable to the Buyer at time of settlement. In order to establish an Interest Bearing Account, the Buyer understands that a completed W-9 form and a copy of a government issued photo ID must be given to the Escrow Agent. A Processing fee of $ ____________________ shall be charged to the party receiving the interest by the above Escrow Agent for this service. In the event of a forfeiture of deposit, and interest accrued shall be payable to the Seller.

☐ 10. **APPRAISAL CONTINGENCY: IF THIS CONTRACT IS CONTINGENT UPON FINANCING AND SUCH FINANCING IS DECLINED BASED UPON THE APPRAISAL, THE BUYER WILL NOT BE IN DEFAULT, EVEN IF THIS APPRAISAL CONTINGENCY HAS BEEN REMOVED.**

This Contract IS CONTINGENT until 9:00 p.m. on the ____________ day after the Date of Ratification ("Deadline") for Buyer to obtain a written appraised valuation of the property (hereinafter "Appraisal") certifying the value of the property to be no less than the sales price (**check with your lender, if applicable, to confirm that the Appraisal will be completed by the Deadline**). If Buyer is obtaining financing, the Lender shall select the Appraiser. If this is a cash sale, the Buyer shall select the Appraiser. The Appraiser shall be licensed to perform appraisals in the jurisdiction in which the property is located. Seller shall make the property available for inspection by such Appraiser.

In the event that the Appraisal is lower than the Sales Price, Buyer has the option of proceeding with this Contract at the stated Sales Price without regard to the Appraisal. However, should Buyer decline to proceed with this Contract at the stated Sales Price (due to the Appraisal being lower than the stated Sales Price), Buyer shall Deliver to Seller, by the Deadline, a Notice (See GCAAR Buyer's Appraisal Notice), requesting that the Sales Price be reduced to a specified lower amount of not less than the appraised value, together with a copy of the written Appraisal ("Buyer's Appraisal Notice"). This Contingency will terminate at the Deadline, unless by the Deadline Buyer Delivers to Seller Buyer's Appraisal Notice.

All Notices Delivered under this Appraisal Contingency shall be treated as follows:

WITHIN 3 DAYS AFTER NOTICE DELIVERY FROM ONE PARTY, THE OTHER PARTY MAY:

a) Deliver Notice accepting the terms contained in the other party's Notice; OR
b) Deliver Notice continuing negotiations by making another offer; OR
c) Deliver Notice that this Contract will become void at 9:00 p.m. on the 3rd Day following Delivery, unless the recipient Delivers to the other party Notice of the acceptance of the last Delivered offer prior to that date and time, in which case, this Contract will remain in full force and effect.

FAILURE OF EITHER PARTY TO RESPOND WITHIN 3 DAYS AFTER NOTICE DELIVERY WILL RESULT IN THE CONTRACT BECOMING VOID.

☐ **11. SALE OF THE BUYER'S PROPERTY CONTINGENCY WITH KICK-OUT:** This Contract is contingent until 9 p.m. on the ______ Day after the Date of Ratification ("Deadline") upon the sale of the Buyer's property located at ______________________________ ("Buyer's Property"). If the Buyer does not satisfy or remove this contingency by the Deadline pursuant to paragraph 11C below, then at any time after the Deadline, but prior to the Buyer satisfying or removing this contingency, either the Seller or the Buyer may declare this Contract void by providing Notice to the other party.

A. The Seller may continue to offer the Property for sale and accept bona fide back-up offers to this Contract. If during the term of this contingency, a back-up offer is accepted, the Seller will Deliver Notice to the Buyer requiring that this contingency be satisfied or removed pursuant to paragraph 11C below not later than 9 p.m. on the ____________________ Day after Delivery of the Notice, or this Contract will become void.

B. The Buyer's Property will be listed exclusively and actively marketed by a licensed real estate broker and entered into a multiple listing service within 3 Days after the Date of Ratification at a price not to exceed $ ______________________________.

C. The Buyer may:

a) satisfy this contingency by Delivering to the Seller a copy of the ratified contract for the sale of the Buyer's Property with evidence that all contingencies, other than financing, have been removed or waived, together with a letter from an institutional lender stating that the financing described in the Contract for the sale of Buyer's Home is available to the Buyer in that Contract and, based upon written loan application, a preliminary credit report, and the information provided by that Buyer, the financing should be committed subject to appropriate verification, approval and commitment, or

b) remove this contingency by Delivering to the Seller (a) the lender's letter stating that the financing is not contingent in any manner upon the sale and settlement of any real estate or obtaining a lease of any real estate and that the Buyer has sufficient funds available for the down payment and closing costs necessary to complete settlement; or (b) evidence of sufficient funds available to complete settlement without obtaining financing.

D. If the Buyer satisfies the requirements of Paragraph 11C (a) above, this Contract will remain contingent upon the settlement of the sale of the Buyer's Property. Settlement under this Contract may not be delayed more than __________ Days after the settlement date (specified in this contract) without the parties' written consent. If a further delay is required to obtain coinciding settlements and the parties do not agree, then this Contract will become void. If at any time after the Date of Ratification the contract for the sale of the Buyer's Property becomes void, the Buyer will immediately Deliver Notice to the Seller together with evidence of such voiding, at which time either the Seller or the Buyer may declare this Contract void by Delivering Notice to the other party. This paragraph will survive the satisfaction of the contingency for the sale of the Buyer's Property.

☐ **12. BACK-UP CONTRACT OR OFFER:** This Contract is first back-up to another contract or offer dated ____________________ between the Seller and ______________________________ as the Buyer. This Contract shall become the primary contract immediately upon Delivery of Notice from the Seller that the other contract or offer is void along with a copy of the fully executed release. The Buyer may void this back-up contract at any time prior to its becoming primary by Delivering Notice to the Seller. If the contract dated ____________________ settles, this back-up contract will become void. The rights and obligations of the parties under the primary contract are superior to the rights and obligations of the parties to this back-up contract. All timeframes contained in this contract shall not commence until the date this contract becomes primary. Additionally, the date for Settlement will be ____________ days after the date this contract becomes primary.

☐ **13. SETTLEMENT OF BUYER'S PROPERTY CONTINGENCY:** Settlement on this Contract is contingent upon the settlement on the contract for the sale of the Buyer's Property located at ______________________________ ("Buyer's Property".) A copy of said contract is attached evidencing that all contingencies, other than financing, have been removed or waived, together with a letter from an institutional lender stating that the financing described in the Contract for the sale of Buyers Property is available to the Buyer in that Contract and, based upon a written loan application, a preliminary credit report, and the information provided by that Buyer, the financing should be committed subject to appropriate verification, approval and commitment. Settlement under this Contract may not be delayed more than __________ Days after the settlement date (specified in this Contract) without the parties' written consent. If a further delay is required to obtain coinciding settlements and the parties do not agree, then this Contract will become void. If at any time after the Date of Ratification the contract for the sale of the Buyer's Property becomes void, the Buyer will immediately Deliver Notice to the Seller together with evidence of such voiding, at which time either the Seller or the Buyer may declare this Contract void by Delivering Notice to the other party.

☐ **14. OPTION TO KEEP HOUSE ON MARKET WITH KICK-OUT:** The Seller may continue to offer this property for sale and accept bona fide back-up offers to this Contract. If during the contingency period(s) as set forth in paragraph #'s ______________ of this Contract or paragraph #'s ______________ of form # ____________________, a back-up offer is accepted, the Seller will Deliver Notice to the Buyer together with a copy of the back-up Contract requiring that said contingency(ies) be satisfied or removed no later than 9 p.m. on the ________ Day after Delivery of the Notice, or this Contract will become void.

☐ 15. CONTINGENT ON THE SELLER PURCHASING ANOTHER HOME: This Contract is contingent until 9 p.m. on the ________ Day after the Date of Ratification ("Deadline") to allow the Seller to obtain a ratified contract to purchase another home. This provision will terminate at the Deadline and this Contract will remain in full force and effect unless the Seller declares this Contract void by Delivering Notice to the Buyer by the Deadline.

☐ 16. THIRD PARTY APPROVAL: This Contract is contingent upon the approval of ________________________ by 9 p.m. on the ________ Day after the Date of Ratification ("Deadline"). If Notice of disapproval is not Delivered to the other party by the Deadline, this contingency will terminate and this Contract will remain in full force and effect. No Notice of approval is required. If Notice of disapproval is Delivered by the Deadline, this Contract will become void.

☐ 17. ITEMS TO BE REMOVED: Notwithstanding the provisions of this Contract, the following fixtures and/or items of personal property shall not convey and shall be removed from the subject property by the Seller prior to settlement and will not be replaced: ________________________

☐ 18. POST-SETTLEMENT OCCUPANCY AGREEMENT: The Parties agree that the Seller shall occupy the property for a period of ________ days commencing on the day of settlement at the rate of $ ________ per day. Seller shall pay a security deposit of $ ________ at the time of settlement. The Seller and the Buyer acknowledge that they have read and executed, or will execute at settlement, the GCAAR Post-Settlement Occupancy Agreement and agree to be bound by its terms and provisions. **In the event that this is a Maryland transaction and any mortgage on the property is 60 days or more in default, Seller has the right to rescind this Contract within 5 days of all parties signing a Statement of Tenancy (see GCAAR Form #1364).**

☒ 19. PRE-SETTLEMENT OCCUPANCY AGREEMENT: The Parties agree that Buyer shall occupy the property prior to settlement commencing on the 10th day of December at the rate of $ 75 per day. The Seller and the Buyer acknowledge that they have read and executed, or will execute prior to occupancy, the GCAAR Pre-Settlement Occupancy Agreement and agree to be bound by its terms and provisions.

☐ 20. LICENSEE RELATIONSHIP DISCLOSURE: The Parties acknowledge that ________________________ is a licensed real estate agent in ________ (MD/DC/VA) associated with ________________________ (Company) and is the ☐ Buyer ☐ Seller or is ☐ related to one of the parties hereto in the following way: ________________________ and may share in the brokerage fee to be paid.

☐ 21. BROKERAGE FEE PAID BY THE BUYER: It is understood and agreed by all parties that (company name) ________________________, (agent's name) ________________________, is acting as an agent solely representing the Buyer in this transaction ("Buyer's Broker"). The Seller has no obligation to the Buyer's Broker, and does not owe a brokerage fee or other consideration of any nature to said Buyer's Broker. The settlement office is directed to collect from the Buyer funds, at settlement, and to disburse said fee, as per the separate Buyer's Broker Agreement between the Buyer's Broker and the Buyer. This Buyer's Broker's fee is separate and apart from any brokerage fee owed to the Seller's Listing Broker pursuant to the agency paragraph of the contract. The parties acknowledge that the said Buyer's Broker relationship was disclosed to the Seller and/or the Seller's agent prior to showing the property to the Buyer.

☐ 22. AGREEMENT BETWEEN UNREPRESENTED SELLER (FSBO/BUILDER) AND BUYER CONCERNING BUYER BROKER FEE: Sellers acknowledge and agree that (company name) ________________________ and Agent ________________________, represent solely the Buyer in this transaction. The Seller agrees to pay the Buyer's Broker fee of ________ % of the sale price OR $ ________ as part of this transaction and hereby irrevocably instructs the settlement agent or attorney to deduct this amount from the Seller's proceeds at settlement and pay the Buyer's Broker's fee on behalf of the Buyer. This fee is separate and apart from any other obligation or brokerage fees unrelated to the Buyer and Buyer Broker that the Seller might owe any other party or Broker. The Parties acknowledge that the Buyer's Agency relationship was disclosed to the Seller prior to showing the property to the Buyer.

☐ 23. MASTER PLAN REVIEW FOR MONTGOMERY COUNTY PROPERTIES: (Except City of Rockville) Notwithstanding any provisions to the contrary, this Contract is contingent until 9:00 P.M. on the ________ Day after the Date of Ratification ("Deadline"), to allow the Buyer the opportunity to review the applicable County Master Plan and the municipal land use plan for the area in which the property is located as well as any amendment to either plan and any approved official map showing planned uses, roads and highways, parks and other public facilities affecting the property ("Master Plan"). In the event the Buyer is dissatisfied with anything contained in the applicable Master Plan or municipal land use plan, in the Buyer's sole discretion, the Buyer shall Deliver Notice of disapproval to the Seller on or before the Deadline specified in this paragraph, in which event this Contract shall be void. If such Notice is not Delivered by the Deadline, this contingency shall automatically expire and this contract will remain in full force and effect. (This clause may not be used for property within the corporate limits of the City of Rockville.)

☐ 24. **1031 EXCHANGE:** Parties wishing to participate in a tax deferred exchange under Section 1031 of the Internal Revenue Code ("Exchange") are advised to consult an exchange professional.

☐ Buyer may elect to treat this purchase as part of an Exchange. Seller agrees to cooperate with Buyer in the execution of documents necessary to facilitate the Exchange provided Seller incurs no additional liability, cost or expense. Seller grants permission to assign this Contract to an exchange intermediary.

☐ Seller may elect to treat this sale as part of an Exchange. Purchaser agrees to cooperate with Seller in the execution of documents necessary to facilitate the Exchange provided Purchaser incurs no additional liability, cost or expense. Purchaser grants permission to assign this Contract to an exchange intermediary.

☐ 25. **ADDITIONAL PROVISIONS:**

Except as modified by this Addendum, all of the terms and provisions of this Contract are hereby expressly ratified and confirmed and will remain in full force and effect. The captions and headings are for convenience or reference only.

Edward V Naylor	11/25/14	[signature]	11/24/14
Seller Edward V. Naybor	Date	Buyer Jonathan Leonard	Date
[signature]	11/25/14	[signature]	11/24/14
Seller Donna D. Naybor	Date	Buyer Jessica Leornard	Date

GCAAR

REALTOR® EQUAL HOUSING OPPORTUNITY

CONVENTIONAL FINANCING ADDENDUM

The Contract of Sale dated 11/24/14, Address 18 T St NE #2
City Washington, State DC Zip 20002 between
Seller Edward V. Naybor, Donna D. Naybor and
Buyer Jonathan Leonard, Jessica Leornard is hereby
amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

A. FIRST DEED OF TRUST: Buyer will [X] obtain [ ] assume a First Deed of Trust loan from the lender that issued the pre-approval letter, or from the lender to whom Buyer made or will make written application as required by this Contract ("Lender"), in ~~the~~ amount of $ 90.00 amortized over 30 years at a [X] Fixed or an [ ] Adjustable rate bearing (initial) interest of ~~market~~ 4.625 % per year or market rate available.

B. SECOND ~~DEED OF TRUST: Buyer will [ ] obtain [ ]~~ assume a Second Deed of Trust loan from the Lender, in the amount of $ ____ amortized over ____ years at a [ ] Fixed or an [ ] Adjustable rate bearing (initial) interest of ____ % per year or market rate available.

C. SPECIFIED FINANCING: The loan(s) referenced above shall be the "Specified Financing".

D. FINANCING CONTINGENCY:
(1) This Contract is contingent until 9:00 p.m. 15 Days after Date of Ratification ("Financing Deadline") upon Buyer:
(a) Delivering to Seller a firm written commitment(s) for financing from Lender ("Commitment"), OR
(b) Delivering evidence to Seller that Buyer has sufficient funds available to complete Settlement without obtaining financing.

This contingency shall be deemed removed by compliance with either (a) or (b).

(2) If Buyer fails to remove this contingency by the Financing Deadline, this contingency will continue, unless Seller at Seller's option gives Notice to Buyer that this Contract will become Void. If Seller Delivers such Notice, this Contract will become void at 9:00 p.m. on the third Day following Delivery of Seller's Notice unless, prior to that date and time, Buyer has removed this contingency as provided herein.

(3) If, prior to removal of the Financing Contingency, Buyer receives a written rejection for the Specified Financing from Lender and Delivers a copy of the written rejection to Seller, this Contract will become Void.

(4) If Settlement does not occur on the Settlement Date, and the Financing Contingency has not been removed:
(a) And Buyer is not in Default, then the Settlement Date shall automatically be extended to the date which is third Business Day following removal of the Financing Contingency, unless otherwise agreed by Seller and Buyer.
(b) Buyer will be in Default if Buyer does or fails to do (as applicable) any of the following:
(i) Failure to lock-in the interest rate(s) and the rate(s) increase so that Buyer does not qualify for such financing; OR
(ii) Failure to comply with Lender's reasonable requirements in a timely and diligent manner; OR
(iii) Application is made with an alternative lender other than the Lender as defined herein and that alternative lender fails to meet the Settlement Date; OR
(iv) Does not have the down payment, closing fees and any other required funds; OR
(v) Makes any deliberate misrepresentations, material omissions or inaccuracies in financial information that results in the Buyer's inability to secure the financing; OR
(vi) Failure to make application to Lender for the Specified Financing, or application for property insurance, within 7 days of Date of Ratification; OR
(vii) Does or fails to do any act following the Date of Ratification that prevents Buyer from completing Settlement.

E. APPRAISAL: In the event Buyer's financing described herein is declined based upon the Appraised Valuation of the Property, Buyer will not be in Default. This provision will apply even if the Contract contains a separate Appraisal Contingency and that Appraisal Contingency has expired or has been removed.

F. LENDER REQUIRED REPAIRS: If, as a condition of providing financing under this Contract, Lender requires repairs to be made to the Property that have not otherwise been agreed to be Seller's responsibility, then the following procedure will be followed:

(1) Buyer will Deliver Notice to Seller of Lender's required repairs and a request that Seller complete the repairs prior to settlement.

(2) Within 5 Days after Delivery of Buyer's Notice, Seller will Deliver Notice to Buyer as to whether or not Seller will make the repairs. Failure of Seller to Deliver Notice to Buyer within said timeframe shall be deemed an election by Seller to not make the repairs.

(3) If Seller Delivers Notice to Buyer electing to not make the repairs (or is deemed to have elected to not make the repairs), within 5 days Buyer shall Deliver Notice to Seller as to whether or not Buyer will make the repairs.

If neither Seller nor Buyer has Delivered Notice within said timeframe agreeing to make the repairs, then this Contract will become Void.

Edward V. Naybor	11/25/14		11/24/14
Seller	Date	Buyer	Date
Edward V. Naybor		Jonathan Leonard	
	11/25/14		11/24/14
Seller	Date	Buyer	Date
Donna D. Naybor		Jessica Leornard	

GCAAR

REALTOR® EQUAL HOUSING OPPORTUNITY

Jurisdictional Disclosure and Addendum to the Sales Contract for Washington, DC

(Recommended for the Listing Agreement and required for the Regional Contract)

Address 18 T St, NE #1, #2
City WASHINGTON, State DC Zip 20002 Lot: ______
Block/Square: ______ Unit: 1, 2 Section: ______ Tax ID # ______
Parking Space(s) # ______ Storage Unit(s) # ______ Subdivision/Project: ______

PART I. SELLER DISCLOSURE - at time of listing: The information contained in this Disclosure is based on the Seller's actual knowledge and belief and is current as of the date hereof.

1. **SELLER DISCLOSURE:** Pursuant to D.C. Code §42-1301, the Seller is exempt from property condition disclosure.
   ☐ Yes ☒ No

2. **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 at the back of that publication is ______.
   For further information, the Buyer can contact a soil testing laboratory, the District of Columbia Department of Environmental Services, or the Soil Conservation Service of the Department of Agriculture.

3. **TENANCY:** Seller represents that property ☐ is OR ☒ is not subject to an existing residential lease or tenancy. If property is tenant occupied, form #1314 is hereby provided.

4. **CONDOMINIUM/CO-OPERATIVE/HOMEOWNERS ASSOCIATION:** Seller represents that this property ☒ is OR ☐ is not subject to a condominium, co-operative or homeowners association. If applicable, the following required addendum is attached:

   ☒ Condominium Disclosure/Addendum (GCAAR form #921),

   ☐ Co-operative Disclosure/Addendum (GCAAR form #924) or

   ☐ Homeowners Association Disclosure/Addendum (GCAAR form #923)

5. **UNDERGROUND STORAGE TANK DISCLOSURE: (Applicable to single family home sales only)**
   In accordance with the requirements of the District of Columbia Underground Storage Tank Management Act of 1990 [D.C. Code Section 8-113.02(g)], 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 Buyer 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, except as follows: ______.

6. **PROPERTY TAXES:** Future property taxes may change. See https://www.taxpayerservicecenter.com/RP_Search.jsp?search_type=Assessment to determine the applicable rate. Additional information regarding property tax relief and tax credit information (tax reductions for seniors, homestead exemptions, property tax abatements and others) can be found at: http://otr.cfo.dc.gov/page/real-property-tax-credits creditsfrequently-asked-questions-faqs .

ALL INFORMATION IN 1-5 HEREIN WAS COMPLETED BY THE SELLER.

Edward V. Naylor 11/25/14 | X [signature] 11/25/14
Seller Date | Seller Date

PART II. RESALE ADDENDUM:

The Contract of Sale dated 11/2 /1 , between Seller & and Buyer is hereby amended by the incorporation of Parts I and II herein, which shall supersede any provisions to the contrary in the Contract.

1. **LEAD-BASED PAINT REGULATIONS:**

A. **Lead-Based Paint Hazard:** A Seller who fails to give the required Lead Paint - Federal Disclosure ("Federal Lead Disclosure" GCAAR form #907) and EPA Pamphlet "Information and Disclosure of Lead-Based Paint and Lead-Based Paint Hazards" (pre 1978 properties) may be liable under Federal law for three times the amount of damages. A Seller who fails to give the required District of Columbia Lead Disclosure ("DC Lead Disclosure" GCAAR form #917) (pre 1978 properties) may be liable under District of Columbia law for civil and criminal penalties, and for damages. The foregoing Federal Lead Disclosure, EPA Pamphlet and DC Lead Disclosure are hereinafter collectively referred to as the "Required Lead Paint Information". The Seller represents that this residential Property ☒ was built prior to 1978 OR ☐ was not built prior to 1978 OR ☐ building date is uncertain. If the dwelling(s) was built prior to 1978 or if the building date is uncertain, this Contract is not complete and not ratified unless, prior to ratification, the Buyer acknowledges receipt of the Required Lead Paint Information and has either taken the opportunity to incorporate a Lead-Based Paint Inspection contingency or waived such right. The Seller and any agent involved in the transaction are required to retain a copy of the completed Lead Paint Disclosure forms for a period of 3 years following the date of settlement. The Seller and Buyer acknowledge by their respective initials below that they have read and understand the provisions of this paragraph.

EN / [initials] Seller's Initials ______ [initials] Buyer's Initials

B. **Renovation, Repair and Painting Of Property:** In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvements on the Property were built before 1978, contractor(s) engaged by Seller to renovate, repair or paint the Property must be certified by the EPA where such work will disturb more than six square feet of lead-based paint per room for interior projects; more than 20 square feet of lead-based paint for any exterior project; or includes window replacement or demolition ("Covered Work"). Before and during any Covered Work project, contractor(s) must comply with all requirements of the RRP.

A Seller who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for a Seller who personally performs Covered Work on a Seller's principal residence. However, Seller has the ultimate responsibility for the safety of Seller's family or children while performing such Covered Work. For detailed information regarding the RRP, Seller should visit http://www2.epa.gov/lead/renovation-repair-and-painting-program . The Seller and Buyer acknowledge that they have read and understand the provisions of this Section.

EN / [initials] Seller's Initials DS DS ______ [initials] Buyer's Initials

2. **SELLER DISCLOSURE:** Pursuant to D.C. Code §42-1302, prior to the submission of the offer, the Buyer is entitled to a Seller's Disclosure Statement (if the Seller is not exempt) and hereby acknowledges receipt of same.
☒ Yes ☐ No ☐ Not applicable

3. **RECORDATION AND TRANSFER TAXES:** Rates vary with the sales price and based on property type. See http://otr.cfo.dc.gov/service/recorder-deeds-frequently-asked-questions-faqs . Unless otherwise negotiated, the following will apply:

A. **Real Property:** The Recordation Tax will be paid by the Buyer and the Transfer Tax will be paid by the Seller.

B. **Co-operatives:** The Economic Interest Deed Recordation Tax will be split equally between the Buyer and the Seller. There is no Transfer Tax for Co-operatives.

4. **FOREIGN INVESTMENT TAXES - FIRPTA:** Section 1445 of the United States Internal Revenue Code of 1986 provides that a Buyer of a residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars ($300,000.00) or the

purchase price is less than or equal to Three Hundred Thousand Dollars ($300,000.00) and the property will not be owner occupied, and (b) Seller is a foreign person for purposes of U.S. income taxation. A foreign person includes, but is not limited to, a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations). In the event the Seller is a foreign person (as described above); the Seller will be subject to the withholding provisions of FIRPTA. If the Seller is not a foreign person, the Seller agrees to execute an affidavit to this effect at the time of Settlement.

5. **NOTICES**: All notices under the contract shall be in writing. Notices to the Seller shall be effective when delivered to the Seller or an Agent of the Seller named in the contract (including a Dual Representative, or a Designated Representative assigned to the Seller, as applicable, or alternatively, to the Agent's Supervising Manager). Notices to the Buyer shall be effective when delivered to the Buyer or an Agent of the Buyer named in the contract (including a Dual Representative, or Designated Representative assigned to the Buyer, as applicable, or alternatively, to the Agent's Supervising Manager). "Purchaser" means "Buyer" and vice versa. "Delivery" means hand carried, sent by overnight delivery service, sent by wired or electronic medium which produces a tangible record of the transmission (such as telegram, mailgram, telecopier or "Fax", email which includes an attachment with an actual copy of the executed instruments being transmitted, or U.S. Postal mailing). In the event of overnight delivery service, Delivery will be deemed to have been made on the next business Day following the sending, unless earlier receipt is acknowledged in writing. In the event of U.S. Postal mailing, Delivery will be deemed to have been made on the third business Day following the mailing, unless earlier receipt is acknowledged in writing. The provisions of this paragraph regarding delivery of notices shall also be applicable to delivery of resale packages for condominiums, co-operatives and/or homeowners associations as may be required in a separate addendum.

6. **DEFINITIONS:**

   A. **Days**: "Day" or "Days" means calendar days unless otherwise specified.

   B. **Business Days**: "Business Days", whenever used, means Monday through Friday, excluding federal holidays.

   C. **Computation of Time Periods**: For the purpose of computing time periods, the first Day will be the Day following Delivery, and the time period will end at 9 p.m. on the Day specified.

   D. **Date of Ratification**: This Contract shall be deemed ratified when the contract, all addenda and any modifications thereto have been signed and initialed, where required by all parties, and Delivered to the other party pursuant to the Notices paragraph.

   E. **As-Is**: Except as otherwise specified herein, the Seller will deliver the Property free and clear of trash and debris, broom clean and in substantially the same physical condition to be determined as of the latter of the Contract Date or date of Home Inspection.

Edward N. Naylor	11/25/14	DocuSigned by	11/2 /201
Seller	Date	Buyer	Date
Donna	11/25/14	DocuSigned by	11/2 /201
Seller	Date	Buyer	Date

Seller's address

Buyer's address

Seller's address

Buyer's address

Seller's telephone number

Buyer's telephone number

Seller's facsimile number

Buyer's facsimile number

Seller's email address

Buyer's email address

GCAAR

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

Property Address: 18 T St, NE, WASHINGTON, DC 20002 #1, #2

PART I. INCLUSIONS/EXCLUSIONS DISCLOSURE:

Personal Property and Fixtures: The Property includes the following personal property and fixtures, if 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. If more than one of an item convey, the number of items is noted. **The items marked YES below are currently installed or offered.**

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

OTHER Existing security system hardware will be removed before settlement if buyer does not purchase the service through vendor

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.

Edward V. Naybor 11/25/14 — Seller EDWARD V. NAYBOR, Date

11/25/14 — Seller DONNA D. NAYBOR, Date

PART II. INCLUSIONS/EXCLUSIONS ADDENDUM:

The Contract of Sale dated 11/2 /1 between Seller EDWARD V. NAYBOR, DONNA D. NAYBOR ____________ and Buyer ____________ is hereby amended by the incorporation of Part I and II herein, which shall supersede any provisions to the contrary in the Contract.

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

Edward Naybor 11/25/14 — Seller, Date

DocuSigned by — 11/2 /201 — Buyer, Date

11/25/14 — Seller, Date

DocuSigned by — 11/2 /201 — Buyer, Date

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) transfer 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: 18 T St, NE WASHINGTON, DC 20002 #1, #2

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 5/2012 **to** present.
The seller(s) completing this disclosure have occupied the residence from N/A **to** ______.

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
   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: Sump pump hose loose - water leaked into drywall. Problem corrected, all effected drywall and insulation were replaced where mold showed.
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
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: Change of Season to Cold Weather - Heating being turned on 11/26/14
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 yes, 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 PVC	☐ Plastic Polybutelene	☐ Unknown
Water Supply	☒ Public	☐ Well		
Sewage Disposal	☒ Public	☐ Well		
Water Heater Fuel	☒ Natural Gas #2	☒ Electric #1	☐ Oil	☐ Other

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

If yes, comments: ______ DS Evn DS DDN DS DS

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	☐ Yes	☒ No	☐ Not Applicable
Dishwasher	☐ Yes	☒ No	☐ Not Applicable
Refrigerator	☐ Yes	☒ No	☐ Not Applicable
Range hood/fan	☐ Yes	☒ No	☐ Not Applicable
Microwave oven	☐ Yes	☒ No	☐ Not Applicable
Garbage Disposal	☐ Yes	☒ No	☐ Not Applicable
Sump Pump	☐ Yes	☒ No	☐ Not Applicable
Trash compactor	☐ Yes	☒ No	☐ Not Applicable
TV antenna/controls	☐ Yes	~~☒ No~~ EN DN	☒ Not Applicable
Central vacuum	☐ Yes	☒ No	☒ Not Applicable
Ceiling fan	☐ Yes	☒ No	☐ Not Applicable
Attic fan	☐ Yes	☐ No	☒ Not Applicable
Sauna/Hot tub	☐ Yes	☒ No	☐ Not Applicable
Pool heater & equip.	☐ Yes	☐ No	☒ Not Applicable
Security System	☐ Yes	☐ No	☒ Not Applicable - Available if buyer chooses to purchase
Intercom System	☐ Yes	☐ No	☒ Not Applicable
Garage door opener	☐ Yes	☐ No	☒ Not Applicable
& remote controls	☐ Yes	☐ No	☐ Not Applicable
Lawn sprinkler system	☐ Yes	☐ No	☒ Not Applicable
Water treatment system	☐ Yes	☐ No	☒ Not Applicable
Smoke Detectors	☐ Yes	☒ No	☐ Not Applicable
Carbon Monoxide Detectors	☐ Yes	☒ No	☐ Not Applicable
Other Fixtures	☐ Yes	☐ No	☒ Not Applicable
Or Appliances	☐ Yes	☐ No	☒ 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 D.C. 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 a 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.

Edward V. Naybor — 11/25/14

Seller — Date

EDWARD V. NAYBOR

11/25/14

Seller — Date

DONNA D. NAYBOR

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.

DocuSigned by: — 11/2 /201

Buyer — Date

DocuSigned by: — 11/2 /201

Buyer — Date

GCAAR

REALTOR®

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

RE: 18 T St, NE, WASHINGTON, DC 20002 , #1, #2
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. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession and notify the buyer/tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase/lease.

SELLER'S/LANDLORD'S DISCLOSURE (initial)

EN (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):

☒ Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

EN (b) **Records and reports available to the seller/landlord (check one below):**

☐ Seller/Landlord 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):

DS ☒ 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)

DS (c) Purchaser/Tenant has read the Lead Warning Statement above

DS (d) Purchaser/Tenant has received copies of all information listed above. ☐ Yes ☐ No ☐ None listed

DS (e) Purchaser/Tenant has received the pamphlet Protect Your Family From Lead in Your Home. ☐ Yes ☐ No

DS (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)

(g) Agent has informed the seller/landlord of the seller's/landlord's obligations Under 42 U.S.C. 4582(d) 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.

Edward V. Naybor	11/25/14	DocuSigned by	11/2 /201
Seller/Landlord EDWARD V. NAYBOR	Date	Buyer/Tenant	Date
Donna D. Naybor	11/25/14	DocuSigned by	11/2 /201
Seller/Landlord DONNA D. NAYBOR	Date	Buyer/Tenant	Date
L. Kent Fowler	11.25.14	DocuSigned by	11/2 /201
Agent L. KENT FOWLER	Date	Agent	Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA

DDOE DISTRICT DEPARTMENT OF THE ENVIRONMENT

INSTRUCTIONS FOR LEAD DISCLOSURE IN THE DISTRICT OF COLUMBIA

This disclosure form is intended to satisfy Federal disclosure requirements under 42 U.S.C. 4852d, as well as the District of Columbia's locally required disclosure requirements under D.C. Official Code § 8-231.01 and § 8-231.04. Under both Federal and District law, lead disclosure must occur before a tenant or purchaser of a pre-1978 residential property is obligated to lease or buy the property.

NOTE: There are some important differences between the Federal disclosure requirements and the District's disclosure requirements. Not all of these differences can be reconciled in the District's Lead Disclosure Form. Accordingly, it is vitally important that you read these instructions carefully, so that you remain in compliance with both Federal and District law pertaining to lead disclosure.

I. WHAT THE DISTRICT'S LEAD DISCLOSURE FORM PROVIDES

The District's Lead Disclosure Form provides:

- The Lead Warning Statement that Federal law requires;
- Notice that any lead-related records or reports must be made available to the prospective tenant or purchaser, as required by both Federal and District law;
- Room for the owner to list relevant details about the location of any known lead-based paint;
- Room for the owner to list relevant details about the location of lead-based paint hazards that the owner reasonably should know about; and
- Room for the owner to list any pending actions related to the property that have been ordered by a District agency.

II. KEY DIFFERENCES BETWEEN THE DISTRICT LAW AND FEDERAL LAW

- The District's lead law's definition of a "lead-based paint hazard" is different from the Federal definition of the same term. The District's definition of the term includes additional conditions that constitute a lead-based paint hazard, meaning it is stricter than the Federal definition. **Owners who use the District's Lead Disclosure Form to meet the District's requirement for disclosure must use the District law's definition of "lead-based paint hazard" when completing the form.** To help owners complete the form correctly, that definition is included on the form itself, as is the District's definition of the term "presumed lead-based paint," another key term to understand when completing the form. *Illustration: If an owner knows that there is peeling paint on their pre-1978 residential property, that paint is presumed by District law to be* *lead-based paint, and because the paint is in deteriorated condition, it is a lead-based paint hazard under District law and must be listed as such on the District's Lead Disclosure Form.*

- District law requires the owner to disclose information related to the property about the presence of lead-based paint, lead-based paint hazards, and any pending actions ordered by a District agency, whenever such information is "reasonably known to the owner." In contrast, Federal law only requires information about the presence of "known" lead-based paint and/or lead-based paint hazards to be disclosed. In other words, the District's requirements are stricter than the Federal requirements, regarding what the owner must disclose. **To satisfy District law, an owner must not only disclose what they actually know about the presence of lead-based paint and/or lead-based paint hazards on their property, but they must also disclose what it is reasonable for them to know about such presence.** *Illustration: If an owner has not given his or her pre-1978 property a new coat of paint in the past twenty years, it is reasonable for the owner to know that the paint is no longer in intact condition. Therefore, the owner must disclose that lead-based paint hazards are present on the interior and/or the exterior of the property, in the form of deteriorated presumed lead-based paint.*

- The Federal disclosure requirements apply to "target housing," a smaller category of housing than District law applies to. "Target housing" is a term that means pre-1978 residential properties, but that excludes "housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling [which are dwellings in which the living area is not separated from the sleeping area, such as efficiencies, studio apartments, dormitories, military barracks, and rentals of individual rooms in residential dwellings]." In contrast, the District's disclosure requirements apply to pre-1978 "dwelling units," which is a term that means "a room or a group of rooms that form a single independent habitable unit for permanent occupation by one or more individuals, that has living facilities with permanent provisions for living, sleeping, eating, and sanitation."

  The District has the same exception as the Federal exception, with respect to housing for the elderly or designated exclusively for persons with disabilities that does not contain a child under 6 years of age, and the following additional 3 exceptions: "[1] A unit within a hotel, motel, or seasonal or transient facility, unless such unit is or will be occupied by a person at risk for a period exceeding 30 days; [2] an area within the dwelling unit that is secured and accessible only to authorized personnel; [and 3] an unoccupied dwelling unit that is to be demolished, provided that the dwelling unit will remain unoccupied until demolition." Note that the Federal exception for "0-bedroom dwelling" is not an exception under District law. **Key point: if you are submitting the District's Lead Disclosure Form with the intent to satisfy <u>both</u> Federal and District disclosure requirements, an initial exemption from the requirement of submitting the form in cases involving pre-1978 residential housing is the one having to do with housing designated for the elderly or for the disabled.**

- Both Federal and District law require the owner to submit a completed Lead Disclosure Form prior to the purchaser or tenant being obligated under a contract to purchase or lease the dwelling unit. However, **Federal law and District law have different exceptions that apply, in addition**

to the above-mentioned initial exemption, and they can also exempt the owner from having to submit a completed disclosure form:

<u>Exceptions under Federal law</u>

- ✓ Sales of pre-1978 residential housing at foreclosure;
- ✓ Leases of pre-1978 residential housing that have been found to be lead-based paint free by a certified lead inspector;
- ✓ Short-term leases of 100 days or less, where no lease renewal or extension can occur; and
- ✓ Renewals of existing leases in pre-1978 residential housing in which the lessor has previously disclosed all information required by the Federal disclosure requirements related to the presence of known lead-based paint and/or lead-based paint hazards.

<u>Exceptions under District law</u>

- ✓ When the owner has a report from a risk assessor or an inspector certifying that a dwelling unit is a lead-free unit, the owner may provide that report instead of a completed disclosure form; and
- ✓ When the owner has three clearance reports issued at least twelve months apart and within the previous seven years, and the property was not and is not subject to any housing code violations that occurred during the past five years or any that are outstanding, the owner may provide those clearance reports instead of a completed disclosure form.

If one of the above exception scenarios exists, the owner must make sure the exception applies to the disclosure situation. For example, if District law requires that the Lead Disclosure Form be completed and submitted, an owner cannot use one of the exceptions provided by Federal law to avoid submitting the completed form. Conversely, an owner who is required by Federal law to disclose the known presence of lead-based paint and/or lead-based paint hazards cannot use an exception created by District law to avoid submitting the federally required information.

- If an owner learns of the presence of lead-based paint in a dwelling unit, District law requires the owner to:
    - ✓ Notify the tenant of the presence of lead-based paint within 10 days after discovering its presence; and
    - ✓ Provide the tenant with (1) the Federal Lead Warning Statement that is currently printed at the top of the District's Lead Disclosure Form, and with (2) the lead hazard information pamphlet entitled *Protect Your Family From Lead in Your Home* (EPA-747-K-94-001). However, if the tenant has already received the Warning Statement and the pamphlet within the prior 12 month period, then the owner does not have to provide them again during this same time period.

III. ADDITIONAL DISCLOSURE REQUIREMENTS UNDER FEDERAL LAW

Providing the Lead Disclosure Form does not conclude an owner's obligations under related Federal law. Federal law requires that the following additional disclosure-related requirements also be met:

- The seller or lessor must provide the purchaser or lessee with an EPA-approved lead hazard information pamphlet, such as the EPA pamphlet entitled *Protect Your Family From Lead in Your Home* (EPA-747-K-94-001).

- The seller or lessor must disclose information about the presence of any known lead-based paint and/or lead-based paint hazards, as well as the existence of any available records or reports pertaining to such presence, not just to the purchaser or lessee, but also to each agent involved in the process. The term "agent" is defined as "any party who enters into a contract with a seller or lessor, including any party who enters into a contract with a representative of the seller or lessor, for the purpose of selling or leasing target housing [except for] purchasers or any purchaser's representative who receives all compensation from the purchaser."

- The Federal disclosure law requires owners to give prospective purchasers and tenants a 10-day opportunity to conduct a risk assessment or inspection to determine whether lead-based paint and/or lead-based paint hazards are present, prior to a purchase and sale agreement or a lease being executed. Owners of residential property in the District of Columbia must also follow this additional requirement imposed by Federal law.

- The Federal disclosure law requires lessors to provide lessees with available records or reports pertaining to lead-based paint and/or lead-based paint hazards, but permits owners to submit report summaries under certain circumstances.[i] Lengthy court documents and construction documents may be excerpted, provided that all information regarding lead-based paint and lead-based paint hazards is included along with sufficient background information, so that the context of the excerpt is clear. For paint inspection and risk assessment reports, EPA and HUD have determined that lessors may provide lessees with a summary of all paint inspection and risk assessment reports, provided that the summary is prepared by a certified paint inspector or risk assessor. Where information about specific units is inconsistent with the conclusions as a whole, this information must be included along with the summary of general conclusions. In situations where documents are excerpted or summarized, they must be accompanied by a list of all complete records and reports available to the lessee. If the lessor chooses to provide excerpts or summaries and document lists in lieu of complete copies, the lessor must provide the lessee with the opportunity to review the complete documents in a central location on the premises, if feasible, and the opportunity to receive copies of any documents not provided, upon request, and at no cost to the lessee.

- The Federal disclosure law requires owners to attach its required disclosure materials, including the Federal Lead Warning Statement, to the sales or leasing contract before a purchaser or lessee is obligated under a contract to purchase or lease pre-1978 residential housing. District law does not require that this information be attached to sales or leasing contracts, only that it be provided before the buyer or renter is obligated. But whenever Federal law is more stringent than local law, Federal law applies, and therefore owners of residential property in the District of Columbia who want to submit only one disclosure form to satisfy both Federal and District requirements must follow the additional requirement imposed by Federal law, of attaching the Lead Disclosure Form to the sales or leasing contract.

[1] Interpretative Guidance for the Real Estate Community on the Requirements for Disclosure of Information Concerning Lead-based Paint in Housing, August 20, 1996, page 6, answer to question 13.

LEAD DISCLOSURE FORM

Federal Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

ADDRESS OF PROPERTY, INCLUDING UNIT NUMBER IF ANY:
18 T St, NE
WASHINGTON, DC 20002 1, 2

The District of Columbia "Lead-Hazard Prevention and Elimination Act of 2008," as amended (the "Act"), D.C. Official Code § 8-231.01 *et seq*., requires an owner of a residential property constructed before 1978 to disclose the information contained in this Lead Disclosure Form to prospective tenants or prospective property purchasers, before any change in occupancy or contract for possession is executed. Owners are required to disclose specific information which they know or reasonably should know about the property related to the presence of lead-based paint and/or lead-based paint hazards, and any pending actions ordered under the Act. To meet the requirements of this law, you must complete this Lead Disclosure Form.

I am the owner or authorized owner's agent of (*Insert Full Address of Property*)
18 T St NE, Washington DC 20001
and affirm that the following answers state what I reasonably know about my property.

CHECK ONE BOX UNDER A, B, AND C, BELOW.

A. Check one of the following 3 statements that accurately describes what you know about the presence of lead-based paint on your property:

☐ Lead-based paint is known or reasonably known to be present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and **provide access to any available record or report** about the presence of lead-based paint at this property):

____

____

☐ To my knowledge, lead-based paint is not known or reasonably known to be present on the interior or on the exterior of the property, including common areas. I will provide access to any record or report I have about the absence of lead-based paint at this property.

☒ While lead-based paint is not known by me to be present in the dwelling unit, it is presumed to be there, because the dwelling unit was constructed prior to 1978.

B. Check one of the following 2 statements that accurately describes what you know or reasonably should know about the condition of your property:

NOTE: The following definitions must be followed to comply with District law.

DISTRICT OF COLUMBIA DEFINITION OF LEAD-BASED PAINT HAZARD: "Lead-based paint hazard" means any condition that causes exposure to lead from lead- contaminated dust, lead-contaminated soil, deteriorated lead-based paint or presumed lead-based paint, or lead-based paint or presumed lead-based paint that is disturbed without containment. *See* D.C. Official Code § 8-231.01(22).

DEFINITION OF PRESUMED LEAD-BASED PAINT: "Presumed lead-based paint" means paint or other surface coating affixed to a component in or on a dwelling unit or child-occupied facility, constructed prior to 1978. *See* D.C. Official Code § 8-231.01(32).

☐ I have reason to believe a lead-based paint hazard is present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and **provide access to any available record or report** about the presence of lead-based paint hazards at this property):

____

____

____

☒ To my knowledge, lead-based paint hazards are not present nor likely to be present on the interior or on the exterior of the property, including common areas, if applicable. I will provide access to any record or report I have about the absence of lead-based paint hazards at this property.

C. Check one of the following 2 statements that accurately describes whether any government action is currently pending, with respect to your property or unit:

☒ There are currently no pending actions ordered by a District Government agency with respect to the property listed above.

☐ There are currently pending actions that have been ordered by a District Government agency with respect to this property, as follows:

____

____

By my signature below, I agree that this Lead Disclosure Form states information about my property or unit listed above, which is reasonably known to me, and that I have answered the questions in this form truthfully. I also agree to comply with the Act's requirement that I provide this information to my prospective tenants, as well as to any prospective purchasers, before they are under any contract to purchase or lease a dwelling unit. I understand that falsification of any information provided or required in this document may subject me to civil or criminal penalties. D.C. Official Code § 8-231.15(b) and § 8-231.16(b).

Edward V. Taylor | 11/25/14
[signature] | 11/25/14

NAME OF OWNER/OWNER'S AUTHORIZED AGENT | **DATE**

GOVERNMENT OF THE DISTRICT OF COLUMBIA

DDOE DISTRICT DEPARTMENT OF THE ENVIRONMENT

ACKNOWLEDGEMENT FORM

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

ADDRESS OF PROPERTY, INCLUDING UNIT # IF ANY:
18 T St, NE
WASHINGTON, DC 20002 1, 2

Lessee's Acknowledgement

☐ I confirm that I have received a completed Lead Disclosure Form for the property address specified above, and that I received it on (insert date): ____________________.

☐ I confirm that I have received the pamphlet, *Protect Your Family From Lead in Your Home*, and that I received it on (insert date): ____________________.

Lessee's Signature Date

Prospective Purchaser's Acknowledgement

☐ I confirm that I have received a completed Lead Disclosure Form for the property address specified above, and that I received it on (insert date): 11/2 /201.

☐ I confirm that I have received the pamphlet, *Protect Your Family From Lead in Your Home*, and that I received it on (insert date): 11/2 /201.

DocuSigned by:

Prospective Purchaser's Signature 11/2 /201 Date

DocuSigned by:

11/2 /201

Agent's Acknowledgement

☑ I have informed the property owner of the property owner's obligations under 42 U.S.C. 4852d, and I am aware of my responsibility to ensure compliance.

L Kent Fowler 11.25.14

Agent's Signature Date
L. KENT FOWLER

Edward & Donna

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.

Andrew Riguzzi (Licensee & License #) and DCRE Residential (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.

X Edward V Naylor — 11/25/14
Acknowledged — Date

X [signature] — 11/25/14
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

Previous editions of this form should be destroyed.

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Kent Fowler and Keller William Capital Properties
(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: 1/24/14
Jonathan Leonard

Acknowledged — Date: 1/24/14
Jessica Dubose

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

Previous editions of this form should be destroyed.