Residence at Attucks Park Condominium

PURCHASE AGREEMENT

This Purchase Agreement (the, "Agreement") is made this 29 day of ___January______, 20 15, by and between:

Name(s) __Colleen Slattery____

Address:__11826 Inglish Mill Dr. ___________________Telephone:___703-624-0694____________________

City, State, Zip:__Great Falls, VA 22066 ___________________Facsimile:___________________________

(one or more, referred to as Purchaser) and North Capitol Street #2 Land Trust, Owner (Seller), with an office c/o Anjanette K. Tinney-Young, Esq., 1602 14th Street, NW, Washington, DC 20009, telephone (202) 296-4500, facsimile (202) 299-9706, for the purchase of a Condominium Unit in Residence at Attucks Park Condominium (the Condominium) located 2026 North Capitol Street, N.W., Washington, D.C. known or to be known as No. __2_____ together with the parking unit, if applicable, known or to be known as No. ___2_____, together with the proportionate interest in the land, the general common areas and limited common areas applicable thereto designated as Common Elements in the Plat of Condominium Subdivision.

The undivided interest of the Unit in the Common Elements is equal to the percentage set forth beside the designation of the Unit on Exhibit 'C' to the Declaration. Being the same premises referred to by the same designation in Residence at Attucks Park Condominium Public Offering Statement and the Exhibits attached thereto and heretofore furnished by Seller to Purchaser (the "Condominium Documents") all of which are hereby incorporated herein by reference and made a part hereto with the same force and effect as if set forth in full herein.

WITNESSETH THAT:

WHEREAS, Seller is the owner of the Condominium and the Declarant of the Condominium pursuant to the provisions of the District of Columbia Condominium Act of 1976, as amended (the Condominium Act);

WHEREAS, the Condominium has been registered pursuant to the provisions of the Condominium Act; and

WHEREAS, Purchaser wishes to purchase the Condominium Unit and the options described herein.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller mutually agree as follows:

(1) Terms of Purchase

(a) Defined Terms. Capitalized terms used herein without definition shall have the meanings specified for such terms in the condominium instruments. Otherwise, terms not defined herein shall have the meanings specified for such terms in Section 42-1901.02 of the Condominium Act.

(b) Purchase Price.

The agreed purchase prices are as follows:

(a) Condominium Unit No. 2	$ 795,000
(b) The Parking Unit No. 2	$ 30,000
(c) Total Purchase Price (the, "Balance Due")	$ 825,000

The Purchase Price shall be payable as follows:

(a) Reservation Deposit	$ 10,000
(b) Earnest Money Deposit by Purchaser upon execution of this agreement, the receipt of which is hereby acknowledged by Seller	$ 10,000
(c) Total Financing	$ 80%
(d) Purchaser shall pay in cash or by certified funds at the time of settlement	$ 20%

2. Deposit. The Deposit shall be held in an escrow account by Avenue Settlement Corporation pursuant to Section 42-1904.09 of the Condominium Act. At settlement, the Deposit shall be paid to the person conducting the settlement hereunder to be applied to the Purchasers obligation. Upon default hereunder or upon any termination of this Agreement, the Deposit shall be paid to the person lawfully entitled thereto pursuant to the terms of this Agreement, as determined by an officer of Avenue Settlement Corporation in his or sole discretion. At settlement, Seller shall credit Purchaser with interest earned on the Deposit, if required by law. Any transfer of the Deposit under this Agreement shall include any interest thereon.

3. Financing. Unless otherwise specified in a separate written contingency, Seller shall have no obligation with respect to financing the purchase or assisting the Purchaser in obtaining financing and this Agreement is not contingent upon Purchaser obtaining financing. **If Purchaser elects to obtain financing, such financing shall be the sole obligation of Purchaser and the seller makes no warranties or representations that the Purchaser will be able to obtain a commitment or a loan.** Further, seller makes no warranties or representations as to the terms of any such commitment or loan. It is the obligation of the Purchaser to obtain a loan at an interest rate and upon such terms and conditions as specified by the Lender. If the Purchaser elects to obtain financing, Purchaser shall apply to the lender within five (5) days after the date of this Agreement and shall, without delay, provide to such lender such information or other materials as may be required by such lender.

4. No Sale Contingency. Unless otherwise specified in a separate written contingency, neither this Agreement nor the financing is contingent upon the sale, settlement or lease of any other real property.

5. Settlement.

(a) Time and Place. The Seller and the Purchaser shall make full settlement in accordance with the terms of this Agreement on or before ~~February 3, 2015~~ February 23, 2015, except as otherwise provided in this Agreement. **Notwithstanding the foregoing, the Seller reserves the right to extend**

the settlement date without the prior consent of the Purchaser. The parties to this Agreement agree that Avenue Settlement Corporation, 1602 14th Street, N.W, Washington, D.C. 20009, shall conduct the settlement.

(b) Delay; Purchaser's Option. If settlement shall not have occurred within 180 days of the execution of this Agreement, due to reasons within the Seller's control, Purchaser shall have the option of either (i) terminating this Agreement by written notice to the Seller, delivered at any time prior to Seller's notification to Purchaser of a settlement date, in which event Seller shall, if the Purchaser is not otherwise in default, return to Purchaser the deposit, and neither party shall have any further liability to the other; or (ii) elect to proceed with the purchase of the Property when the same is completed.

(c) Seller's Option. Settlement may, at Seller's option, be conducted individually or in groups, and shall take place on the date and at the time and place specified in the notice or such other date, time and place as the parties may agree upon in writing. Seller shall deliver to Purchaser a good and sufficient special warranty deed at settlement, prepared by an attorney designated by Seller, conveying title to the Purchaser. Purchaser shall pay the Balance Due at settlement (in addition to causing the lender if any, to pay the Mortgage Proceeds) to the order of Seller or as Seller may direct. Seller thereupon will deliver possession of the Condominium Unit to Purchaser along with the Condominium Unit keys. Seller may, in its sole discretion, agree to extend the date of settlement at the request of Purchaser, which extended date shall be no later than thirty (30) days after the originally scheduled date, with "time being of the essence" as to the date of settlement.

6. Title.

(a) Quality. Title to the Condominium Unit shall be subject to the terms and conditions of the Condominium instruments. The Condominium Unit shall be conveyed free from encumbrances except as provided for herein. Title shall be good and marketable and insurable at regular rates, subject, however, to (i) the Condominium Act and covenants, easements and restriction of record or to be recorded prior to settlement, (including without limitation all such covenants, easements and restrictions set forth in the condominium instruments), (ii) general real estate taxes for the current tax year not then due, (iii) matters which would be disclosed by a current survey of the Condominium, the Condominium Unit and (iv) liens or other matters over which the title company agrees to insure.

(b) Defects. If Seller is unable to convey title as aforesaid because of any defect in title at settlement, Seller is expressly released from all liability for damages, and Seller, at Seller's option, may either; (i) correct the defect if the same can be done within reasonable time, or (ii) terminate this Agreement and cause the Deposit to be returned to Purchaser. If Seller determines that legal action is necessary to remedy defects in title, such action shall be taken promptly by Seller at its own expense, whereupon the time specified here for full settlement by Purchaser will thereby be extended for the period necessary for such prompt action.

7. Condition of the Property

(a) Warranties. Purchaser hereby waives any and all warranties other than those provided in this Section. Seller shall have no liability for personal injury or property damage resulting from environmental or ecological conditions of the Unit or in, under or near the building in which the Unit is located. Seller shall convey the Unit with the limited warranty as set forth in Section 42-1903.16 of the Act, which covers solely those items of repairs and improvement undertaken by Seller in connection with its recent improvement and conversion with the intended resale of the Units, and as otherwise limited by Section 42-1903.16. Seller hereby expressly disclaims all warranties under the Condominium Act, either expressed or implied, other than as expressly set forth herein, including any implied warranty of merchantability, habitability or fitness for a particular purpose. Notwithstanding the foregoing, Seller shall assign to Purchaser all warranties for all new appliance installed in the unit.

(b) AS IS. **Purchaser is acquiring the Condominium Unit in AS-IS condition.** At settlement, Seller shall deliver the Condominium Unit and the appurtenances thereto substantially in accordance with the Plats and Plans, as the same may be modified and amended from time to time, with all fixtures, appliances and equipment to be provided by Seller installed. Purchaser acknowledges that measurements shown on the Plats and

Plans are approximate and actual dimensions may not be exactly as shown. Seller shall not be required to install or provide any fixtures or appliances not actually installed in the Condominium Unit at the time of inspection. Seller shall have the right to make minor changes in the dimensions of any portion of the Condominium and to substitute substantially equivalent materials for any of the same set forth in any sales or other documents and to make such modifications or substitutions as may be required by any governmental authorities asserting jurisdiction over the Condominium, or any construction or permanent lender or as may be reasonably necessary. Any dispute involving delivery of the Unit shall be submitted to Seller's designated architect or consultant for the project whose decision shall be binding.

8. Possession. Seller shall deliver full possession of the Unit, free of all tenants and occupants, at the time of settlement. Except as set forth in such written notice, acceptance of the Deed to the Unit by Purchaser shall be deemed to be full performance and discharge of every obligation of Seller hereunder.

9. Purchaser's Warranties and Representations. As a material inducement to the Seller to enter into the Agreement, Purchaser hereby covenants, represents and warrants that he\she is purchasing the Unit for the purpose of using it has his\her primary residence and that Purchaser intends to occupy the Unit for that purpose.

10. Amendment of Condominium Instruments. Seller reserves the right to make such modifications, additions or deletions in or to the Declaration, the Bylaws, the Plat of Subdivision and the Building Plans, as may be approved or required by any lending institution designated by the Seller to make mortgage loans on Condominium Units by institutional Purchasers or Mortgages of Deeds of Trust in the secondary mortgage market such as the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association, by title company, by public authorities, by legislation or judicial determination or such as Seller may deem advisable and in the interest of the Condominium at large, provided that none of the same, unless approved by Purchaser, shall (a) increase the relative proportion of the common expense to be borne by the Unit being sold hereunder; (b) increase the purchase price of the Unit being sold hereunder or (c) otherwise materially or adversely affect the rights of the Purchaser.

Seller hereby grants to Purchaser a period of Fifteen (15) days within which to review any modifications or amendments to the Declaration or the Bylaws made prior to conveyance which would materially or adversely affect the rights of the Purchaser or the Unit's percentage interest. Notwithstanding any other provisions of this Agreement, the Purchaser may, at his election, by written notice to the Seller, as hereinafter provided in Paragraph 12 hereof, at any time prior to midnight, local time, of the fifteenth day following the date the Purchaser has received a copy of such modifications or amendments, terminate this Agreement, in which event the Purchaser's entire deposit shall be refunded and the parties hereto shall have no further rights or liabilities under this Agreement.

11. Public Offering Statement; Seller's Rights.

(a) Public Offering Statement. Purchaser hereby acknowledges receipt of a copy of the Public Offering Statement for the Condominium, including the condominium instruments and all other attached exhibits and schedules. Purchaser hereby ratifies and agrees to be bound by the provisions of the foregoing documents, as each such document may be duly amended from time to time.

(b) Seller's Rights. Seller shall retain or acquire title to each Condominium Unit not sold to any other person. Seller retains the right to enter into leases with any third parties for the occupancy of any Condominium Unit so retained by Seller and not sold to any other person.

12. Notices. Any notice to be given hereunder by one party shall be in writing and sent by hand delivery, facsimile, or by registered or certified United States mail, postage prepaid return receipt requested, to the other party at the address listed on the first page of this Agreement or at such other address as either party any

hereafter specify to the other in writing. In the case of hand delivery the date of receipt or first refusal to accept delivery shall be deemed to be the effective date of such notice. In the event of mail delivery, the postmark date shall be deemed to be the date of the giving and receiving of notice. In the event of facsimile delivery, the giving and receiving of notice shall be deemed to have occurred the day following dispatch of the fax which shows acknowledgment of receipt and is accompanied by same day regular mailing of the notice.

13. Default.

(a) Default by Purchaser. If Purchaser shall fail to pay the Balance Due at settlement, fail to cause the Mortgage Proceeds to be paid at settlement, or shall fail to perform any of Purchaser's other obligations hereunder, then Purchaser shall be in default. If the Purchaser is in default, Seller may terminate this Agreement by giving notice to Purchaser and may retain the Deposit held by ASC and any other amount paid by Purchaser as liquidated damages, whereupon the parties hereto shall be released from any further liability or obligation hereunder. Thereafter, Seller shall be free to sell the Condominium Unit to any third party, and Seller shall be under no obligation to account to Purchaser for any part of the proceeds of such sale. Seller shall have the alternative right to avail itself of any legal or equitable rights or remedies it may have in law or equity, including, but not limited to, the right of specific performance, and to apply the Deposit to Purchaser's liability to Seller. If, in ASC's sole and reasonable discretion, Purchaser is in default hereunder, ASC is hereby authorized, after five (5) days prior written notice to Purchaser, to immediately release the Deposit to Seller, and both Purchaser and seller hereby indemnify and hold harmless ASC from any liability or loss relating to ASC's release of the Deposit, including reasonable attorney's fees required to defend its actions.

(b) Default by Seller. If Seller shall default in its obligations hereunder in any material respect and Purchaser is not otherwise in default hereunder, then Purchaser shall, at Purchaser's option, be entitled either to (i) waive such default and proceed to settlement, or (ii) terminate this Agreement by written notice to Seller, whereupon Seller shall cause the Deposit and any other amount paid by Purchaser to be returned to Purchaser and thereafter neither of the parties hereto shall have any further liability to the other hereunder.

14. Changes from Specifications. No changes from the specifications for the Condominium Unit sold hereunder shall be valid unless made in writing and signed by Purchaser and Seller. In the event that such change requires additional cost to Purchaser, it shall be so noted on the change and Purchaser shall pay an additional deposit (the "Extra Payment") equal to **One Hundred Percent (100%)** of the cost of said change as specified in the signed change order. Purchaser shall not have access to the Property or the Unit prior to settlement and delivery of possession. Purchaser acknowledges that, the cost of the changes is non-refundable even if settlement never occurs for reasons outside the Purchaser's control. **Purchaser further acknowledges that the Extra Payment is only an estimate of the price of all Extras; in the event that the price of the Extra is more than the Extras Payment, Purchaser shall promptly pay same to Seller upon request; in the event that the price of the Extras is less than the Extras Payment, then Purchaser shall receive a credit at closing for such excess.** Accordingly, if settlement does not occur for any reason other than Seller's default, including, but not limited to, Purchaser's inability to obtain financing, Purchaser will forfeit the Extras Payment.

15. Expenses of Closing.

(a) Settlement Costs. Avenue Settlement Corporation (ASC) is in possession of Declarants organizational documents, title report, current survey, condominium instruments, and all other documents and materials necessary to legally convey the Units, and is the designated Settlement Agent for all Unit closings. Accordingly, if settlement is made at the offices of ASC, then Seller shall contribute $200 on the settlement statement as a closing cost credit. In addition, Purchaser shall pay all of the following expenses at closing:

(i). Any servicing and credit report fees and any premiums for any mortgagee's title insurance.

(ii) All of the District of Columbia recording fees and taxes, except that Seller shall pay the District of Columbia Transfer Tax.

(iii) Insurance premiums for title insurance.

(iv) The capital contribution provided for in subparagraph 'c' below.

(v) Any loan origination fee.

(vi) Any credit Deposit and Appraisal fee.

(vii). All title company fees for services rendered including but not limited to examination of title, preparation of papers, settlement fees, notary fees, servicing and credit report fees, together with any premiums for mortgagee's title insurance.

(viii) Any costs of settlement not hereinbefore mentioned.

(b) Prepayments and Escrows. Notwithstanding anything contained herein to the contrary, Purchaser shall reimburse Seller at settlement for prepaid real estate taxes, hazard insurance premiums, assessments and utility charges, if any, on the Condominium Unit, all of which shall be prorated as of the date of settlement. If required by the lender, Purchaser shall prepay at settlement any mortgage insurance premiums, interest for up to one month and a reasonable percentage of the estimated annual real estate taxes. If a separate real estate tax bill has not been issued for the Condominium Unit prior to settlement, the taxes will be adjusted based on the sales price, and Purchaser shall escrow with ASC any amount reasonably requested by ASC to assure payment and proper adjustment of the tax bill when issued.

(c) Association Assessments. Purchaser will also deposit with Seller at settlement for transmittal to the Unit Owners' Association of the Condominium (i) a portion of the monthly installment of the common expense assessment against the Condominium Unit, prorated to the date of Settlement; (ii) the monthly installment due for the month following the month during which Settlement occurs; and (iii) **an initial working capital contribution in an amount equal to twice the monthly installment of the common expense assessment against the Condominium Unit in the fiscal year of the Unit Owners Association in which settlement occurs, such amount being in addition to and not in lieu of regular monthly installments of such assessments and charges as the same thereafter become due and payable.** Such payments are nonrefundable.

16. Condominium Association. Seller represents that this property shall be subject to a condominium association that is entitled to assess a mandatory fee. The current fee for the condominium unit is \$ 316.97 per month. The current fee for the parking unit is \$__________ per month.

All common expenses of the Condominium shall be paid for by all Unit Owners in accordance with the percentage interest each unit has in the common elements as set forth in the Declaration. The Seller's current estimated annual maintenance charge on the Unit is set forth in the Public Offering Statement. The estimate set forth herein is not intended expressly or impliedly to be a guarantee of the operating expenses, but represents the Seller's best estimate of such costs.

17. Risk of Loss. Purchaser shall not acquire any equitable ownership of or title to the Condominium Unit under this Agreement until a deed of conveyance is delivered to Purchaser at Settlement. The risk of loss or damage by fire or other casualty is assumed by Seller until a deed of conveyance is delivered to Purchaser at settlement. In the event of a loss or damage or other casualty to the Unit or the building in which the Unit is located, Seller shall have the right to terminate this Agreement, in which event the Deposit and the Extras Payment shall be returned to Purchaser, and the parties shall be relieved of further liability hereunder. In the event Seller elects to repair the Unit or the building in which the Unit is located, Seller shall give notice thereof to Purchaser and Settlement shall be deferred until such repair is complete.

18. Assignment. This Agreement is personal to Purchaser and Purchaser may **not** assign this Agreement without the prior written consent of Seller, which may be withheld in its sole discretion. Any assignment purported to be made without Seller's prior written consent shall be ineffective. Seller's refusal to consent to an assignment hereof shall not entitle Purchaser to terminate this Agreement or give rise to any claim for damages against Seller. Seller may assign its rights hereunder and, if such assignment shall be for the purpose of securing a lender to Seller, Purchaser's rights hereunder shall, at the option of such lender, be subject and subordinate to the rights of such lender. Within ninety days after foreclosure or acceptance of a deed in lieu thereof, such lender may terminate this Agreement, whereupon the Deposit shall be returned to Purchaser, and Seller, such lender and Purchaser shall be released from any further liability or obligation hereunder. If such lender does not terminate this Agreement, Purchaser shall complete the purchase of the Condominium Unit in accordance herewith.

19. Warranties.

(a) Limited Warranty. Purchaser hereby waives any and all warranties other than those provided in this Section and will accept the Condominium Unit subject to the inspection pursuant to Section 7, in its **AS-IS** condition. Seller shall have no liability for personal injury or property damage arising from environmental or ecological conditions in the Condominium Unit or in, under or near the building in which the Unit is located. Seller shall warrant the Condominium Unit against structural defects (as defined in Section 42-1903.16) in components installed by Seller or in work performed by Seller pursuant to Section 421903.16 of the Condominium Act for two years after the date of conveyance of such Unit, and each of the Common Elements against structural defects (as defined in Section 42-1903.16) in components installed by Seller or in work performed by Seller pursuant to Section 42-1903.16 of the Condominium Act for two years after the date of conveyance of the first Condominium Unit in the Condominium or completion of that common element (whichever is later). All such warranties are more fully set forth on the Limited Warranty Certificates attached as exhibits to the Public Offering Statement. Seller will deliver a signed copy of the Limited Warranty Certificate for the Condominium Unit to Purchaser at settlement. Prior to the expiration of the warranty period, Seller will assign to the Board of Directors of the Condominium, on behalf of the Unit Owners of all Condominium Units, all warranties, if any, from subcontractors or suppliers of materials running in favor of Seller, to the extent that such warranties are assignable. Seller will deliver to Purchaser at settlement any manufacturers' warranties covering any equipment in the Condominium Unit except insofar as the same may be Common Elements. In the event of any such warranty, it is acknowledged and agreed by Purchaser that the warranting party, and not Seller, is responsible therefor. Purchaser acknowledges that some persons may experience allergic or medical reactions to components of various building materials. Seller does not warrant any building materials used in the Unit or building to be free from any possible toxicity to users or occupants and therefore disclaims any liability for any problems arising therefrom.

(b) Environmental. The United States Environmental Protection Agency (EPA) and the District of Columbia have literature available which disclose known toxic waste sites throughout the District of Columbia. Seller has made no investigation to determine whether there are any hazardous waste sites or hazardous environmental conditions in proximity to or affecting the Condominium Unit or the building in which the Condominium Unit is located, although such sites or conditions may exist. The parties agree that Purchaser has the right, at its own expense, to conduct and complete any investigation concerning such sites or conditions within ten (10) days after contract ratification. In the event that Purchaser, as a result of such investigation, determines that the Unit is adversely affected by a hazardous environmental condition, Purchaser shall have the right to terminate this Agreement by giving written notice to Seller. Upon receipt of this notice, the Deposit shall be returned to Purchaser without deduction, whereupon this Agreement shall then be terminated, and all obligations between Purchaser and Seller shall cease to exist. In the event that Purchaser does not notify Seller of the existence of any unacceptable environmental condition within five (5) days from the date of the investigation, Purchaser's right to terminate this Agreement under this Section 17(b) shall lapse and this Agreement shall remain in full force and effect. Seller makes no warranty or representation of the environmental condition of the Condominium Unit or building, including without limitation, existence of gasses, materials or wastes in or on the Condominium Unit or building and disclaims any liability for such existence (or the consequences) and Purchaser expressly releases Seller for any liability under contract or law and hereby assumes any and all risks associated therewith.

(c) Radon/Lead. Radon gas is a naturally occurring radioactive gas found in soils and rocks as a result of the natural decay or breakdown of native uranium and radium. Seller has no expertise in the measurement or reduction of radon gas in buildings, nor does Seller provide any advice regarding radon gas levels. The EPA and state and local environmental authorities are best equipped to render advice concerning radon gas, methods of detection of gas and when or if any remedial measures may be advisable. Information on radon gas may be obtained directly from the EPA.

Although lead has been used in numerous consumer products, lead is a toxic metal now known to be harmful to human health if inhaled or ingested. Important sources of lead exposure include: ambient air, soil and dust (both inside and outside the home), food (which can be contaminated by lead in the air or in food containers), and water (from the corrosion of plumbing). The degree of harm depends upon the level of exposure (from all sources). Known effects of exposure to lead range from subtle biochemical changes at low levels of exposure, to severe neurological and toxic effects or even death at extremely high levels. Plumbing installed before 1930 is most likely to contain lead.

It is understood and agreed by Purchaser that Seller makes no representations of any kind about the present or future existence of radon gas or lead or about acceptable levels of the same in or about the Condominium Unit or the building. Furthermore, Purchaser understands that Seller does not make any warranty of any kind regarding radon gas or lead as they relate to the Condominium Unit or the building. Purchaser acknowledges that the release in Section 17(a) above expressly includes any present or future claims or liability he or she may have of any kind and/or in any way related to the existence of radon gas or lead in or around the Condominium Unit or the building including but not limited to any expenses Purchaser may incur in connection with radon gas or lead reduction or abatement methods that Purchaser may pursue if elevated levels of radon gas or lead should ever occur.

(d) Mold.

(i) Basic Information About Mold. According to the U.S. Environmental Protection Agency (the "EPA"), "molds are part of the natural environment. Outdoors, molds play a part in nature by breaking down dead organic matter such as fallen leaves and dead trees, but indoors, mold growth should be avoided." U.S. Environmental Protection Agency. A Brief Guide to Mold, Moisture and Your Home (EPA Document 402-K-02-003), 2002. Molds reproduce through airborne mold spores. According to the EPA report, mold may begin growing inside of a home "when mold spores land on surfaces that are wet. There are many types of mold, and none of them will grow without water or moisture." The EPA has stated that "moisture control is the key to mold control."

(ii) Health Effects of Mold. Indoor mold growth has the potential to cause adverse health effects in some individuals. In another recent publication, the EPA has stated that "[m]olds can produce allergens that can trigger allergic reactions or even asthma attacks in people allergic to mold. [Some molds] are known to produce potent toxins and/or irritants. Potential health concerns are an important reason to prevent mold growth and the remediate/clean up any existing indoor mold growth." U.S. Environmental Protection Agency. Mold Remediation in Schools Commercial Building (EPA Document 402-K-02-01), 2001.

(iii) Additional Information on Mold. For more information on mold and the health effects of mold, consider consulting the publications referenced above. Websites for the U.S. Environmental Protection Agency (www.epa.gov) and the Centers for Disease Control and Prevention (www.cdc.gov) contain additional information on this issue. A search of other government agencies' websites may also be helpful.

(iv) Minimizing Mold in Your Home. According to the EPA, "it is impossible to get rid of all mold and mold spores indoors; some mold spores will be bound floating through the air and in house dust." Mold Remediation in Schools and Commercial Buildings (EPA Document 402-K-01-001). The presence of mold inside of the home, however, can grow. Some of the steps recommended by the EPA are as follows:

- When water leaks or spills occur indoors, act quickly. If wet or damp materials or areas are dried 24-48 hours after a leak or spill happens, in most cases mold will not grow.

- Clean and repair roof gutters regularly.

- Make sure the ground slopes away from the building foundation so that water does not enter or collect around the foundation.

- Keep air conditioning drip pans clean and the drain lines unobstructed and flowing properly.

- Keep indoor humidity low. If possible, keep indoor humidity below 60 percent (ideally between 30 and 50 percent) relative humidity.

- If you see condensation or moisture collection on windows, walls or pipes, act quickly to dry the wet surface and reduce the moisture/water source. Condensation can be a sign of high humidity.

- Vent appliances that produce moisture, such as clothes dryers, stoves and kerosene heaters to the outside where possible.

- Use air conditions and/or de-humidifiers when needed.

- Run the bathroom fan or open the window when showering. Use exhaust fans or open windows whenever cooking, running the dishwasher or dishwashing, etc.

- Cover cold surfaces, such as cold water pipes, with insulation.

[Source: A Brief Guide to Mold, Moisture and Your Home (EPA Document 402-K-02-003).]

(v) DISCLAIMERS AND WAIVERS. SELLER DOES NOT RESPRESENT, WARRANT OR GUARANTEE THAT THE UNIT OR THE CONDOMINIUM IS FREE FROM MOLD, FUNGI OR OTHER NATURALLY OCCURRING BIOLOGICAL AGENTS OR POLLUTANTS (COLLECTIVILEY, "MOLD"), OR THAT MOLD WILL NOT DEVELOP WITHIN THE UNIT OR THE CONDOMINIUM IN THE FUTURE. SELLER DISCLAIMS ALL LIABILITY AND RESPONSIBILITY TO PURCHASER OR TO ANY OTHER PERSONS OR ENTITIES FOR ANY DAMAGES RESULTING FROM THE PRESENCE OF MOLD WITHIN THE UNIT OR THE CONDOMINIUM, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGES, PERSONAL INJURY DAMAGES, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF VALUE, ADVERSE HEALTH EFFECTS OR CONSEQUENTIAL DAMAGES OF ANY KIND (COLLECTIVELY, "MOLD DAMAGES") AND PURCHASER SPECIFICALLY WAIVES ALL CLAIMS AND CAUSES OF ACTION AGAINST SELLER, ITS OFFICERS, AGENTS AND EMPLOYEES IN CONNECTION WITH ANY MOLD DAMAGES.

(e) Environmental risk. Seller does not warrant any building materials used in the Property to be free from toxicity to occupants or users and therefore disclaims any liability arising therefrom. Seller is not responsible for personal allergic, health reactions, injury or property damage arising from environmental or ecological conditions present at the Property or from their prior use.

20. Brokerage. This Agreement was procured through the services of Seller's sales representative(s), Long & Foster, Inc.____________, and any cobroker shown below, without the intervention of any other broker. Purchaser shall defend, indemnify and hold Seller harmless from and against the claim of any other broker or finder, including any attorney's fees incurred as a result of such claim. The parties acknowledge that the co-broker is ***not*** the agent of Seller.

21. Force Majeure. If Seller is delayed in performing any obligation hereunder for reasons beyond the control of Seller, then the time for performance shall be extended for the period of such delay. Reasons beyond the control of Seller shall include, without limitation, impracticality of performance or obtaining materials, acts of God, fire, adverse weather, earthquake, flood, explosion, condemnation, acts or delays of governmental agencies asserting jurisdiction over the Condominium, war, civil disorders, boycotts, strikes, lockouts, labor troubles, acts of Purchaser or anyone acting by, through or under Purchaser, and any other legally supportable justification under the laws of the District of Columbia which would excuse Seller from performance within the period allowed in this Agreement.

22. Integration and Scope of Authority. This Agreement supersedes any and all prior understandings and agreements between the parties and constitutes the entire agreement between them. No representations, warranties, undertakings, promises, claims, advertising or promotional materials, conditions or statements, oral or written, not contained herein shall be considered a part hereof. This Agreement may not be changed except by an instrument in writing signed by the party sought to be charged therewith or by the duly authorized agent of such party. Any and all additions, deletions, omissions and/or deviations from the printed form of this Agreement or any attachments hereto, other than the appropriate completion of the blanks which appear herein, are agreed to be in excess of the authority of Seller's sales representatives and shall be of no force or effect. Only an authorized general partner of Seller has the authority to sign this Agreement on behalf of Seller.

23. Miscellaneous. Subject to the provisions hereof, when this Agreement becomes effective, it shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Notwithstanding anything to the contrary herein, acceptance of the deed at settlement shall constitute Purchaser's acknowledgment of full compliance by Seller with the terms of this Agreement. Time is of the essence in this Agreement. Purchaser is expressly prohibited from recording this Contract, or any memorandum thereof. The laws of the District of Columbia shall govern the interpretation, validity and construction of the terms and conditions of this Agreement, without regard to its provisions relating to conflicts of law. This Agreement shall not be changed except by an instrument in writing signed by the party sought to be charged therewith or by the duly authorized agent of such party. No action or inaction by Seller shall be construed as a waiver of any of the provisions of this Agreement and no purported change or modification whether by action or inaction shall be effective unless in writing and signed by the party against whom it is sought. Purchaser agrees, if Seller so chooses, to participate in a 1031 tax-deferred exchange; Purchaser agrees to execute any documents required to effectuate the exchange at no additional cost to Purchaser.

24. Status of Purchaser. If this Agreement is signed by an individual who is unmarried at the time of signing and at the time of settlement is married, Purchaser shall indemnify Seller from any loss that may arise by reason of the failure of Purchaser's spouse to sign any applications, mortgages notes or other documents required by the lender. If Purchaser is married and Purchaser's spouse is not also a purchaser under this Agreement, then Purchaser shall be responsible for such spouse signing the mortgage loan documents required by the lender and the failure of such spouse to do so shall not release Purchaser from any obligations under this Agreement, and Purchaser shall hold Seller harmless from any loss as a result of the refusal of such spouse to sign any such document. If Purchaser is not a natural person, Purchaser shall indemnify Seller from any loss that may arise by reason of the failure of any of Purchaser's principal officers, owners, beneficiaries or their spouses to sign any applications, mortgages, notes or other documents required by the lender. If Purchaser files for or is adjudicated a bankrupt, makes an assignment or arrangement for the benefit of creditors, files for divorce or legal separation, dies or notifies Seller of a desire to be released from this Agreement, Seller may, in Seller's sole discretion, terminate this Agreement and cause the Deposit to be returned to Purchaser, whereupon neither party shall have any further obligation to the other hereunder.

PURCHASER HEREBY REPRESENTS AND DECLARES THAT PURCHASER INTENDS TO OCCUPY THE UNIT AS A PRIMARY RESIDENCE. ANY MISREPRESENTATION REGARDING PURCHASER'S INTENTION TO RESIDE IN THE UNIT SHALL BE A DEFAULT HEREUNDER.

25. Rental Housing Conversion and Sale Act of 1980. Purchaser's rights under this Agreement are subject to the rights of any current tenant of the Condominium Unit, if any, under Sections 451637 and 451638 of D.C. Law 386, the District of Columbia Rental Housing Conversion and Sale Act of 1980, as amended.

THE UNIT IS VACANT AND FREE OF ANY TENANT

26. Soil Disclosure. Pursuant to Section 45508 of the District of Columbia Code, Purchaser is hereby advised that the soil on which the building containing the Unit is built as described by the Soil Conservation Service of the U.S. Department of Agriculture is noted in the Soil Survey of the District of Columbia published in 1976 and as shown on the Soil Maps of the District of Columbia as Urban Land Association. Purchaser may obtain further information by contacting a soil testing laboratory, the D.C. Department of Environmental Services, or the Soil Conservation Service of the U.S. Department of Agriculture. Seller makes no representation or warranty as to the soil characteristics of the Condominium.

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

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

29. Addenda. The Exhibits and any addenda attached hereto are hereby made a part hereof by this reference.

30. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be considered an original.

31. Arbitration. Any dispute arising under and pursuant to this Agreement and/or with respect to any claims arising by virtue of any representations alleged to have been made by the Seller, its agents or any of their employees shall be settled and finally determined by arbitration through the auspices and under the rules of the American Arbitration Association and not by a court of law, irrespective of whether such claims arise prior to or after settlement hereunder. The party having any claim shall notify the other party in writing specifying such claim in detail and naming an independent third party as the claimant's arbitrator. The party receiving such notice shall in turn appoint an arbitrator to act for it, and the two arbitrators so selected shall in turn select a third arbitrator. A decision of the majority of the arbitrators shall be final and binding upon all parties and judgments upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party shall bear the cost of its own arbitrators and shall share the cost of third the arbitrator selected. It is expressly understood and agree that arbitration as aforesaid shall be a condition precedent to maintenance of a suit at law or in equity.

32. Purchaser's Right to Cancel. Purchaser shall have a period of fifteen (15) days within which to review the Condominium documents made available to Purchaser pursuant to the Condominium Act and applicable regulations. Notwithstanding any other provisions of this Agreement, Purchaser may elect, by written notice to Seller sent by registered mail (or personal delivery to Seller's office) at any time prior to midnight local time of the fifteenth (15th) day following the date of this Agreement (or receipt by Purchaser of a current Public Offering Statement, whichever is later), to terminate this Agreement, whereupon the Deposit shall be refunded to Purchaser and the parties hereto shall have no further rights or liabilities under this Agreement.

[Spanish Equivalent of Section 32]

32. El Derecho del Comprador de rescindir el Acuerdo. El Comprador tendra un periodo de quince dias para revisar los documentos Condominio que le seran proporcionado en cumplimiento de Ley de Condominios y de todo reglamento complementario. No obstante otra provision cualquiera de este Acuerdo, el Comprador puede

elegir, por notificacion escrita al vendedor enviada por correo registrado (o entregada personalmente a la oficina) en cualquier momento antes de la medianoche, hora local, del decimoquinto dia despues de la fecha de este Acuerdo o de haber recibido la declaracion corriente de oferta publica, segun cual sea la fecha mas tarde, deshacer este Acuerdo en cuyo caso el Deposito entero del Comprador le sera devuelto y los contratantes no tendran mas derechos ni obligaciones bajo este Acuerdo.

PURCHASER HEREBY REPRESENTS AND ACKNOWLEDGES THAT A TRUE AND CORRECT COPY OF THIS AGREEMENT WAS DELIVERED TO PURCHASER WITH ALL SPACES COMPLETED PRIOR TO EXECUTION; AND THAT PURCHASER HAS READ AND UNDERSTANDS EACH AND EVERY PORTION HEREOF.

PURCHASER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT AS SIGNED BY PURCHASER ALONE CONSTITUTES ONLY AN OFFER TO SELLER AND THAT THIS CONTRACT SHALL NOT BE BINDING UPON SELLER UNTIL EXECUTED BY AN OFFICER OF SELLER. THE SALESPERSON RECOMMENDING APPROVAL IS NOT SUCH AN AUTHORIZED AGENT. PURCHASER'S OFFER SHALL BE REVOCABLE ONLY BY WRITTEN NOTICE OF REVOCATION GIVEN TO AND RECEIVED BY SELLER PRIOR TO ACCEPTANCE BY SELLER.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first written above.

PURCHASER:

Social Security No. 219686669 DocuSigned by: Colleen Slattery 2CAC5D76518E474 [SEAL]

Social Security No. ________________ ________________________________ [SEAL]

Email. collslatt2@gmail.com Address 11826 Inglish Mill Dr, Great Falls, VA 22066

Telephone ________________ ________________________________

SELLER:
North Capitol Street #2 Land Trust

By: ________________
Guy Prudhomme, Trustee

CO-BROKER (if any):
Company Name: ______________________

By: ______________________

Name: ______________________

Address: ______________________

Telephone: ______________

Facsimile: ______________

Residence at Attucks Park Condominium

ACKNOWLEDGMENT OF PUBLIC OFFERING STATEMENT RECEIPT

I hereby acknowledge receipt of the Public Offering Statement on xxxxxx __________________, 2015 I hereby consent to the application of fifty dollars ($50.00) of the Deposit as a deposit to secure return of the Public Offering Statement if I cancel the Agreement. If I return the Public Offering Statement to an office of ____________________ in its original condition within fifteen days after the date set forth above, my deposit will thereupon be refunded immediately. If I do not return the Public Offering Statement in its original condition with fifteen days, you may retain my deposit.

Purchaser: DocuSigned by: Colleen Slattery 2CAC5D76518E474 ____________ [SEAL]

Purchaser: ________________________________ [SEAL]

EAGLEBANK

Loan Pre-Approval Certificate

January 30, 2015

Dear Colleen Slattery,

It is with pleasure that we inform you that you have been preapproved for a home loan. This preapproval is based primarily on the review of your credit report and your income, assets, and employment as you have described. It has also gone through our automated underwriting system and received an approval. This certificate is valid for thirty days from the date of this letter. Your preapproval is based on the following terms and conditions:

Name: Colleen Slattery,
Secured by the property located at: 2026 North Capitol Street NW, Washington, DC 20002
Loan Terms: Sales Price: $ 825,000.00, Loan Amount: $ 660,000.00
Term: 360 months, 360 Conventional, Interest Rate: 3.750%
Interest rate estimate based on current market factors, not a guaranteed rate until there is a lock in agreement.

This is not a written commitment to lend and final determination of your loan approval will be subject to, among other items, verification of your income, assets, and employment. It will also be subject to the underwriter's final review, any underwriting conditions for final approval of the loan, and acceptance of the information submitted to confirm whether any significant changes in the status of your financial condition or creditworthiness have occurred.

In order to finalize your approval we also will require a ratified sales contract and evidence all contingencies are satisfied, a satisfactory appraisal, clear title insurance, and homeowner's insurance at least two weeks prior to settlement. If discrepancies are found or loan guidelines change, the preapproval granted above may be adversely affected.

If this purchase is for a condominium unit, our final approval will be subject to satisfactory receipt of a Condominium Questionnaire completed by the condominium management office and must meet the Fannie Mae/Freddie Mac guidelines.

If any information you've provided regarding income, employment, or financial standing should change before settlement please contact us as soon as possible. We understand that financing your home is one of the most important decisions you make in your lifetime. EagleBank would like to make your experience as delightful as the time you will spend in your new home.

Richard Joseph Moroscak Jr
301-971-3379
NMLS #: 706228

12505 Park Potomac Avenue, Suite 510, Potomac, MD 20854
12011 Sunset Hills Road, Suite 100, Reston, VA 20190

REALTOR®

GCAAR
GREATER CAPITAL AREA ASSOCIATION OF REALTORS®

EQUAL HOUSING OPPORTUNITY

Addendum of Clauses

(For use with MAR and Regional Contract)

The Contract of Sale dated 01/04/15, Address 2026 NORTH CAPITOL ST NW #2 2
City WASHINGTON State DC Zip 20002 between
Seller North Capitol #2 Land Trust, and
Buyer Colleen Slattery, 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:**

CS

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, any interest accrued shall be payable to the Seller.

☑ CS 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 7 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.