

☐ **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:
- 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 Property 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
 - 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 _____

11286 English Mill Dr., Great Falls, VA 22066

("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 7 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.

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- ☐ + 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 _____ day of _____ at the rate of \$ _____ 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 _____ (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.)

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- ☐ 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:**

~~Seller to remove sound system receiver from kitchen cabinet above refrigerator to a different closet within the property.~~

seller to install Gas Grill and Sink on rooftop.

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.

Seller North Capitol #2 Land Trust Date _____

DocuSigned by
Colleen Slattery 1/5/2015
Buyer Colleen Slattery Date _____

Seller _____ Date _____

Buyer _____ Date _____

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Some Information Relative to the Purchase of Real Estate (For use in Montgomery County, MD and Washington, DC)

This information is provided to assist Buyers prior to entering into a contract for the purchase of residential real property. Buyers should investigate any areas of concern prior to making an offer to purchase.

1. **LEGAL REQUIREMENTS:** All contracts for real property are required to be in writing to be legally enforceable. The "Maryland Association of Realtors® Residential Contract of Sale" (MAR) is for use in Maryland and the "Regional Sales Contract" (Regional) is for use in Maryland and Washington, DC. Appropriate jurisdictional and other addenda are required with each contract. Buyers have the right to have legal counsel review these forms.

2. **AGENCY RELATIONSHIPS:** All Buyers must be provided written disclosures about various Agency relationships on forms specified by each jurisdiction. If Buyers choose to have an agent represent them, they must enter into a written Buyer Agency Agreement.

3. **FAIR HOUSING:** In compliance with Federal Fair Housing regulations, properties shall be made available to all persons without regard to race, color, religion, national origin, sex, handicap and familial status. Washington, DC and Montgomery County, MD both recognize additional protected classes.

4. **LAND USE:** Land uses may be restricted or impacted on some properties by covenants, easements, zoning, subdivision regulations, historic preservation regulations, environmental laws, airport noise, planned land uses, road or highway rights of way, federal, state, county and/or local or municipal restrictions or statutes, or other regulations. To ascertain how such restrictions may impact the use of a specific property, information should be sought through the appropriate government agency and/or a title search.

5. **PROPERTY TAXES:**

A. Tax Bill Increases: Your property tax bill could increase substantially following settlement. For owner-occupied properties, both Maryland and Washington, DC have programs (Homestead Exemption) which limit the amount that taxes on real property may increase from one year to the next. Once the property transfers to a new owner, the prior limits are removed which may result in a significant increase in the tax bill. Subsequent to your settlement, you may apply to have the Homestead Exemption reinstated.

B. Right of Appeal: You have the right to appeal the next year's property tax assessment within strict timeframes following settlement. For more information on property taxes, contact the Maryland State Department of Assessments and Taxation, the Montgomery County Department of Finance or the District of Columbia Office of Tax and Revenue.

C. Disclosure of Future Property Taxes: Montgomery County Law requires a Seller to disclose the estimated amount of the tax bill for the first fiscal year following settlement. While Washington, DC does not have such a requirement, the following year's assessment is available from the District of Columbia Office of Tax and Revenue prior to the issuance of the tax bill.

6. **INSPECTIONS:** Buyers may include in their offer the right to employ a professional engineer, home inspection specialist, environmental firm or other expert(s) of their choice to inspect the property for possible hazardous substances, building material concerns and defects. Hazardous substances and building materials of concern may include, but are not limited to, asbestos, cleaning chemicals, indoor pollutants, lawn and garden chemicals, lead, mold spores, paint, radon, radium, fire retardant treated plywood (FRT), polybutylene pipes, and

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synthetic stucco (EIFS). Other factors may include contaminated groundwater, nearby landfills and other disposal sites, industrial sites, and noxious air or aircraft flight noise. Agents do not have the technical expertise to advise Buyers of the presence of such factors or whether or not they pose a problem. Buyers may obtain information from specialists or governmental agencies. In Maryland, home inspectors are required to be licensed.

7. **TENANT RIGHTS:** Properties located in Washington, DC and within the City of Takoma Park, Maryland that are tenant-occupied or otherwise defined as residential rental property (Rental Accommodation) will be subject to certain restrictions, regulations and requirements at the time of resale. These restrictions may include, but are not limited to: Tenant First Right of Refusal to Purchase the Rental Accommodation, DC Tenant Opportunity to Purchase Act, the obligation to provide documentation and reports relative to the licensing of the Rental Accommodation. Properties under lease may have other contractual obligations. It is imperative that a Buyer be familiar with the complexities of purchasing a tenant-occupied property prior to entering into a contract.

8. **FINANCING:** Mortgage rates, fees and products vary considerably among financial institutions. Buyers have the right to select the lender and to negotiate the terms and conditions of their loan.

9. **WARRANTY:** A number of companies provide home warranty programs with various types of coverage and deductibles. Consult your agent for further information.

10. **PROPERTY INSURANCE:** Property insurance rates and availability are determined in part by the number and nature of claims and inquiries made on a property's policy, as well as the number and nature of claims made by a prospective Buyer.

11. **CRIMINAL ACTIVITY:** Information about criminal activity or the presence of registered sexual offenders who live within the vicinity of a property may be obtained by contacting the state, county or municipal police departments in which the Property is located and National/State Sex Offender Registry. Buyer is solely responsible for conducting the investigation of these facts. Buyer further acknowledges that no real estate licensee involved in the sale or purchase of a property, whether acting as the agent for Seller or Buyer, has or assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

12. HOMEOWNER ASSOCIATIONS, CONDOMINIUMS, COOPERATIVES DISCLOSURES:

A. Maryland: If the property is a condominium, or part of a homeowner association which has the right to impose a mandatory fee, the Seller must provide the Buyer within a specified period of time a package of documents which may include: covenants, restrictions, by-laws and financial information ("Resale Package"). The Buyer is then entitled to a non-waivable period to review the Resale Package, during which the Buyer has the right to void the contract. If the property is a cooperative unit, and the GCAAR Cooperative Resale Addendum is incorporated into the contract, the Buyer would have similar review and rescission rights.

B. Washington, DC: If the property is a condominium, the Seller must provide the Buyer within a specified period of time a package of documents which may include: covenants, restrictions, by-laws and financial information ("Resale Package"). The Buyer is then entitled to a non-waivable period to review the Resale Package, during which the Buyer has the right to void the contract. If the property is a cooperative unit or part of a homeowner association, and the GCAAR Cooperative Resale Addendum or Homeowner Association Resale Addendum, as applicable, is incorporated in the contract, the Buyer would have similar review and rescission rights.

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GCAAR # 1318 - MC & DC - Some Information

13. PROPERTY CONDITION DISCLOSURE/DISCLAIMER: Sellers are required to disclose known latent defects, even if the property is sold in "as is" condition.

A. Maryland: The State of Maryland requires Sellers (with limited exceptions) to complete and furnish to the Buyer the "Maryland Property Disclosure and Disclaimer Statement".

B. Washington, DC: In Washington, DC, Sellers (with limited exceptions) are required to complete and furnish to the Buyer the "Sellers Disclosure Statement".

Should the required statements not be completed and provided prior to contract ratification, the Buyer has a statutory period to void the contract after receipt of the required Statement. Information provided is based on actual knowledge of the Seller and should not be considered as a substitute for the Buyer having an inspection by a home inspection specialist, environmental firm or an engineer.

14. VACANT PROPERTY REGISTRATION: Sellers are advised that District of Columbia Properties classified as "Vacant" or "Blighted" by the District's Department of Consumer and Regulatory Affairs ("DCRA") are subject to a registration fee and/or a substantially higher tax rate unless they qualify for a statutory exemption. Owners of Properties that are actively seeking to rent or sell their property may qualify for exemption. Further information can be found on www.dc.gov.

15. TRANSFER AND RECORDATION FEES:

A. In Washington, DC unless otherwise negotiated in the contract, the recordation tax is paid by the Buyer and the transfer tax paid by the Seller.

B. With the exception of a First Time Maryland Owner-Occupant Home Buyer, Maryland law requires that, unless otherwise negotiated in the sales contract, the cost of any recordation tax or State and County transfer tax shall be shared equally between Buyer and Seller. In the event the Buyer is a First Time Maryland Owner-Occupant Home Buyer, the Buyer's portion of the State transfer tax is waived, and unless negotiated otherwise, the Seller pays all of the transfer and recordation taxes.

16. GOVERNMENT REGULATIONS DISCLOSURE: The State of Maryland and Montgomery County require Sellers to make many disclosures regarding taxes on the property and on laws and regulations that may restrict or affect land use. Buyers of property located in Montgomery County should receive a completed and signed "Government Regulations, Easements and Assessments Disclosure" prior to entering into a contract.

I/we acknowledge receipt of this notice from Brittany Barsky (Agent), affiliated

with Long & Foster Real Estate, Inc. (Broker)

Phone(s): (240) 497-1700 (301) 461-0084
Office Cell

Colleen Slattery 1/5/2015
Buyer (printed name) Date

Buyer (printed name) Date

DocuSigned by:

Colleen Slattery
Signature

Signature

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GCAAR # 1318 – MC & DC Some Information

Office: **Wydler Bethesda**Address: **7700 Old Georgetown Road****Bethesda, MD 20814**Phone: **(240) 497-1700**

BUYER HOME WARRANTY DISCLOSURE

Property Address: 2026 NORTH CAPITOL ST NW #2 2
WASHINGTON, DC 20002 Washington DC
 (City/State/Zip) (County)

Buying a Home with a Home Warranty

A Home Warranty is a residential service agreement that provides for the repair or replacement of a home's covered mechanical systems and major appliances that break down due to normal wear and tear. Depending on the terms of the particular agreement, Home Warranty coverage may be in effect for a full year after settlement.

Having a Home Warranty in place may reduce the likelihood of incurring unexpected and often costly repair bills on covered systems and appliances in your new home.

Typical components a Home Warranty could cover (depending on warranty provider) may include:

- | | | |
|--------------------|------------------------|-------------------------|
| ● Air Conditioning | ● Central Vacuum | ● Dishwasher (built-in) |
| ● Door Bell Chimes | ● Electrical System | ● Faucets |
| ● Garbage Disposal | ● Garage Door Opener | ● Heat |
| ● Hot Water Heater | ● Microwave (built-in) | ● Oven/Range |
| ● Ceiling Fans | ● Plumbing System | ● Refrigerator |
| ● Trash Compactor | ● Washer/Dryer | ● Water Softener |

Long & Foster encourages its buyers to obtain a Home Warranty and to that end, we can make available various brochures and product descriptions for you to review so that you can make an informed decision regarding Home Warranty coverage.

After having read the foregoing, we hereby acknowledge that a Long & Foster sales associate has made available to us certain information concerning Home Warranty programs. We understand that we may choose to accept or decline any or all of the programs presented to us.

☒ I am interested in Home Warranty coverage

☐ Decline Home Warranty

DocuSigned by
Coleen Slattery 1/5/2015
 Buyer: 5076518F-474 Date

Buyer Date

Buyer Date





Jurisdictional Disclosure and Addendum to the Sales Contract for Washington, DC
(Recommended for the Listing Agreement and required for the Regional Contract)

Address 2026 North Capitol Street
 City Washington, State DC Zip 20002 Lot: _____
 Block/Square: _____ Unit: G/PH Section: _____ Tax ID # _____
 Parking Space(s) # 1 & 2 Storage Unit(s) # _____ Subdivision/Project: Ledroit Park

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 **Urban Land Beltsville Chillum**.
 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-frequently-asked-questions-faqs>.

ALL INFORMATION IN IS HEREIN WAS COMPLETED BY THE SELLER.

Seller

[Signature]
 TRUSTEE
 11/5/14
 Date

Seller

Date

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GCAAR Form # 1313 Washington DC Jurisdictional Addendum
 (Previously Form #114)

PART II. RESALE ADDENDUM:The Contract of Sale dated 1/5/2015, between Seller North Capitol #2 Land Trustand Buyer Colleen Slattery

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.

CS / _____ Seller's InitialsCS / _____ 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.

CS / _____ Seller's InitialsCS / _____ 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.

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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:

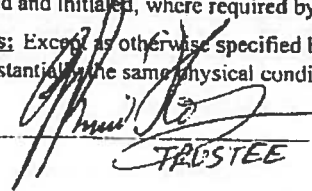
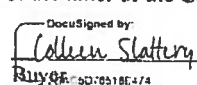
A. Days: "Day" or "Days" means calendar days unless otherwise specified.

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.

Seller		Date	10/5/14	DocuSigned by:		1/5/2015
	TRUSTEE			Buyer		
Seller		Date		Buyer		Date

**PO Box 41970
Fredericksburg VA 22404**

Seller's address

Buyer's address

Seller's address

Buyer's address

Seller's telephone number / **(540) 295-7083**

Buyer's telephone number

Seller's facsimile number

Buyer's facsimile number

Seller's email address **guy@alternatellc.com**

Buyer's email address

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GCAAR Form # 1313 Washington DC Jurisdictional Addendum
(Previously Form #114)



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

Property Address: **2026 North Capitol Street**
Washington DC 20002

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 ^{US}	☐	☐		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 ^{US}	☐	☐		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

X Sound System Receiver ^{US}

LEASED ITEMS

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

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

Seller North Capitol #2 Land Trust
10/5/14 Date

Seller

Date

PART II INCLUSIONS/EXCLUSIONS ADDENDUM

The Contract of Sale dated 1/5/2015 between Seller North Capitol #2 Land Trust and Buyer Colleen Slattery 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.

Seller North Capitol #2 Land Trust 10/5/14 Date

DocuSigned by Colleen Slattery 1/5/2015 Date
ID: 5076518F474



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.

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

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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.

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SELLER'S PROPERTY CONDITION STATEMENT
For Washington, DC

Property Address: 2026 North Capitol Street Washington, DC 20002

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 11/15/13 to 11/15/13 DS GP

The seller(s) completing this disclosure have occupied the residence from 11/15/13 to 11/15/13 DS GP

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? _____

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3. Basement

Does the seller have actual knowledge of any current leaks or evidence of moisture in the basement? ☐ Yes ☒ No ☐ Not Applicable

If yes, comments: _____

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

☐ Yes ☒ No

If yes, comments: _____

4. Walls and floors

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

☐ Yes ☒ No

If yes, comments: _____

5. Insulation

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

☐ Yes ☒ No

If yes, comments: _____

6. Windows

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

☐ Yes ☒ No

If yes, comments: _____

B. Operating Condition of Property Systems

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

Type of system: ☒ Forced Air ☐ Radiator ☐ Heat Pump

☐ Electric baseboard ☒ Other

Heating fuel: ☐ Natural Gas ☒ Electric ☐ Oil ☐ Other

Age of system: ☒ 0-5 years ☐ 5-10 years ☐ 10-15 years ☐ Unknown

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

☐ Yes ☒ No

If yes, comments: _____

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

☐ Yes ☒ No

If yes, comments: _____

Does the heating system include:

Humidifier: ☐ Yes ☒ No ☐ Unknown

Electronic air filter: ☐ Yes ☒ No ☐ Unknown

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

☐ Yes ☒ No ☐ Not Applicable

If 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

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

If yes, comments: _____

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

If yes, comments: _____

3. Plumbing System

Type of system: ☒ Copper ☐ Galvanized ☒ Plastic Polybutelene ☐ Unknown

Water Supply: ☒ Public ☐ Well

Sewage Disposal: ☒ Public ☐ Well

Water Heater Fuel: ☐ Natural Gas ☒ Electric ☐ Oil ☐ Other

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

If yes, comments: _____

4. Electrical System

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

If yes, comments: _____

C. Appliances

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

Range/Oven	☐ 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	☒ 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
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			
Or Appliances	☐ Yes	☐ No	☒ Not Applicable

If yes to any of the above, describe defects: _____

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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 ☒ NoWind ☐ Yes ☒ NoFlooding ☐ Yes ☒ No

If yes, comments: _____

3. Wood destroying insects or rodents:

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

☐ Yes ☒ No

If yes, comments: _____

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

☐ Yes ☒ No

If yes, comments: _____

4. Does the seller have actual knowledge of any substances, materials or environmental hazards (including but not limited to asbestos, radon gas, lead based paint, underground storage tanks, formaldehyde, contaminated soil, or other contamination) on or affecting the property?☐ Yes ☒ No

If yes, comments: _____

5. Does the seller have actual knowledge of any zoning violations, nonconforming uses, violation of building restrictions or setback requirements, or any recorded or unrecorded easement, except for utilities, on or affecting the property?☐ Yes ☒ No

If yes, comments: _____

6. Does the seller have actual knowledge that this property is a DC Landmark, included in a designated historic district or is designated a historic property?☐ Yes ☒ No

If yes, comments: _____

7. Has the property been cited for a violation of any historic preservation law or regulation during your ownership?☐ Yes ☒ No

If yes, comments: _____

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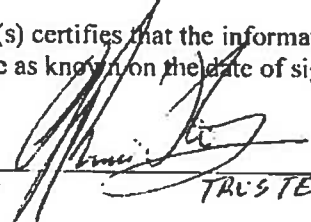
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8. Does the seller have actual knowledge if an façade easement or a conservation easement has been placed on the property?

☐ Yes ☒ No

If yes, comments: _____

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

Seller  TRUSTEE

Date 10/5/14

Seller _____

Date _____

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

DocuSigned by:
Colleen Slattery
Buyer 50765186471

1/5/2015
Date

Buyer _____

Date _____

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

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