

GRANDVIEW ESTATES, A CONDOMINIUM

PURCHASE AGREEMENT

THIS AGREEMENT is made on _____, 2009, by and between _____

_____ ,
street address city state zip
telephone: residence _____ office _____

_____ ,
street address city state zip
telephone: residence _____ office _____

("Purchaser") and 1265 Talbert Street, a District of Columbia limited liability company ("Declarant"), with its principal office at 1614 7th Street NW Washington DC 20001, for the purchase of a condominium unit in Grandview Estates, A Condominium ("Condominium") located at _____ Talbert Court, SE, Washington, D.C.

R E C I T A L S:

R-1. Declarant is the developer of the Condominium pursuant to the provisions of Chapter 19 of Title 42 of the District of Columbia Code, as amended ("Condominium Act").

R-2. The Condominium has been registered pursuant to the provisions of the Condominium Act.

R-3. Purchaser wishes to purchase the condominium unit and, if indicated in Subsection 1(b), the right to use the limited common element parking space, and the options described herein.

A G R E E M E N T:

In consideration of the payment of the Deposit to Declarant, it is mutually agreed as follows.

1. **BASIC TERMS.**

(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) Terms of Purchase. Declarant shall sell to Purchaser and Purchaser shall purchase from Declarant:

Condominium Unit No. _____ \$ _____
(the "Condominium Unit")

Right to use _____ limited
common element parking space
No. _____
appurtenant thereto +\$ _____

Purchase Price
(exclusive of settlement costs and
prorated amounts of prepaid items) = \$ _____

Such Purchase Price being payable as follows:

Deposit \$ _____

Down Payment \$ _____

Mortgage Proceeds (if any) \$ _____

Balance Due
(exclusive of settlement costs and
prorated amounts of prepaid items and increases) \$ _____

2. DEPOSIT. Declarant acknowledges receipt of the Deposit. The Deposit shall be held in an escrow account pursuant to section 42-1904.09 of the Condominium Act. At settlement, the Deposit shall be paid to the person conducting the settlement hereunder for delivery to Declarant. 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. At settlement, Declarant shall credit Purchaser with interest earned on the Deposit as required by law. If settlement is not completed due to default by Purchaser, no credit for interest on the Deposit shall be due, paid or credited to Purchaser. Otherwise, any transfer of the Deposit under this Agreement shall include any interest thereon.

3. FINANCING. THIS AGREEMENT IS NOT CONTINGENT UPON FINANCING; PURCHASER EXPRESSLY ASSUMES FULL RESPONSIBILITY TO INITIATE AND PURSUE ALL STEPS NECESSARY TO OBTAIN THE FUNDS REQUIRED FOR SETTLEMENT. Purchaser intends to:

- Pay all cash
- Obtain financing through a lender of Purchaser's choice

(a) Cash or Purchaser's Lender. If Purchaser elects to pay the Purchase Price all in cash, or if Purchaser elects to place a mortgage or deed of trust on the Condominium Unit with a lender of Purchaser's choice, then this Agreement shall be in no way contingent upon financing and Purchaser assumes full responsibility to initiate and pursue all steps necessary to obtain the funds required for settlement. Further, Purchaser shall provide Declarant, within ten (10) days after any request thereof, proof of Purchaser's financial ability to pay the Balance Due at settlement to Declarant within thirty (30) days after the date of this Agreement. If Purchaser fails to provide proof satisfactory to Declarant, Declarant at its sole option, may terminate this Agreement and cause the Deposit to be returned to Purchaser. If Purchaser thereafter fails to pay the Purchase Price due at settlement, then this Agreement, at the sole option of Declarant, may be terminated and the Deposit retained by Declarant.

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

4. AMENDMENT OF CONDOMINIUM INSTRUMENTS.

(a) Restrictions. Declarant reserves the right, upon notice to Purchaser, prior to settlement hereunder, to make such modifications, additions or deletions in or to any of the condominium instruments as may be approved or required by any permanent lender, secondary mortgage market agency, public authorities or the title company insuring title, provided that none of the same shall: (i) change the Common Element Interest of the Condominium Unit as fixed in the Declaration (other than as permitted by the Declaration and the Condominium Act) or increase the proportion of the common expenses to be borne by the Condominium Unit being sold hereunder; (ii) increase the Purchase Price hereunder; (iii) require a material physical modification of the layout or location of the Condominium Unit; or (iv) decrease the financial obligations of Declarant hereunder. Notwithstanding the foregoing, the Declarant may amend the condominium instruments to correct or supplement any erroneous or incomplete information based upon an objectively verifiable fact in accordance with subsection 42-1902.27(f) of the Condominium Act.

(b) Development Rights. Notwithstanding anything contained herein to the contrary, Declarant reserves the right, and Purchaser agrees to the exercise thereof, to amend the condominium instruments to facilitate completion of the Condominium at any time permitted by law.

5. PUBLIC OFFERING STATEMENT; ASSOCIATION DISCLOSURE; DECLARANT'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) Declarant's Rights. Declarant shall retain or acquire title to each condominium unit not sold to any other Person. Declarant retains the right to enter into leases with any third parties for the occupancy of any condominium unit so retained or acquired by Declarant and not sold to any other Person.

6. Delivery. At settlement, Declarant shall deliver the 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 Declarant installed as set forth on the Schedule of Finishes attached as Schedule A. Purchaser acknowledges that measurements shown on the Plats and Plans are approximate and actual dimensions may not be exactly as shown. Declarant shall not be required to install or provide any fixtures or appliances not actually installed in the unit at the time of inspection pursuant to Section 7 or otherwise agreed in writing to be installed by Declarant. Declarant 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 in accordance with Schedule A hereto and the Plans shall be submitted to the architect for the project whose decision shall be binding.

7. INSPECTION. Declarant shall notify Purchaser not less than ten (10) days prior to settlement that the unit is ready for inspection. Upon receipt of such notice, Purchaser shall promptly arrange for an appointment with a representative of Declarant to make the inspection. At such inspection, a Unit Inspection Form shall be completed and signed by Purchaser and by a representative of Declarant. Purchaser shall attend such inspection and participate in completing the Unit Inspection Form prior to settlement. Failure of Purchaser to arrange such an appointment within the ten (10) day period or failure of Purchaser to keep the appointment shall constitute full acceptance of the Condominium Unit by Purchaser.

8. SETTLEMENT. Seller and Purchaser will make full settlement in accordance with the terms of this Contract ("Settlement") on, or with mutual consent before, _____, ("Settlement Date") except as otherwise provided in this Contract. Declarant selects: _____ ("Settlement Agent") to conduct the Settlement. Purchaser agrees to contact the Settlement Agent within 10 days after the Date of Ratification to schedule Settlement and to arrange for ordering the title exam and, if required, a survey. Settlement 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. Declarant shall deliver to Purchaser a good and sufficient special warranty deed at settlement conveying the Condominium Unit to 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 Declarant or as Declarant may direct. Declarant thereupon will deliver possession of the Condominium Unit to Purchaser.

9. 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 covenants, easements and restrictions of record or to be recorded prior to settlement (including without limitation all such covenants, easements and restrictions set forth in the condominium instruments, and to liens or other matters over which the title company agrees to insure.

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

10. EXPENSES OF CLOSING.

(a) Prepayments and Escrows. Notwithstanding anything contained herein to the contrary, Purchaser shall reimburse Declarant at settlement for prepaid real estate taxes, 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, Purchaser shall comply with such arrangements as may be established by Declarant to assure payment of such taxes.

(b) Association Assessments. Purchaser will also deposit with Declarant 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, and (ii) an initial working capital contribution in the sum equal to three times the monthly condominium dues. Such payments are non-refundable.

11. RISK OF LOSS. Purchaser does not acquire any equitable ownership of or title to the Condominium Unit under this Agreement. The risk of loss or damage by fire or other casualty is assumed by Declarant until the deed of conveyance is delivered to Purchaser at settlement.

12. FURNISHINGS AND MODELS. Furniture, wallcoverings, furnishings or the like as shown in or about any model unit are for display purposes only and are not considered a part of such unit for the purposes of this Agreement. Further, the location of wall switches, thermostats, chases, plumbing, electrical outlets and similar items may vary from unit to unit and may not be as shown in any model unit. Any floor plans, sketches or sales drawings shown to Purchaser other than those which are a part of the Plans or the Public

Offering Statement are for display purposes only and may not be exactly duplicated. The Condominium Unit is being sold unfurnished and will contain only the appliances and equipment installed at the time of inspection of the Condominium Unit by Purchaser. Declarant will finish and equip the unit only in accordance with Schedule A. Any scale model of the project is only an artist's conception and is subject to change.

13. CUSTOM FINISHING; ACCESS. Items in the nature of "custom finishing," decorating or the like and/or any deviations from the Plans shall be the sole responsibility of Purchaser and shall be performed only after settlement and possession by Purchaser. Purchaser shall not bring any furniture or other property onto the Condominium nor, except for the inspection pursuant to Section 7, shall Purchaser have access to the Condominium Unit or the building containing the Condominium Unit prior to settlement and delivery of possession to Purchaser.

14. DEFAULT BY PURCHASER. If Purchaser shall fail to pay the Balance Due at settlement, or shall fail to perform any of Purchaser's other obligations hereunder, Declarant may terminate this Agreement by giving notice to Purchaser and may retain the Deposit as liquidated damages. The parties hereto shall thereupon be released from any further liability or obligation hereunder. Thereafter, Declarant shall be free to sell the Condominium Unit to any third party, and Declarant shall be under no obligation to account to Purchaser for any part of the proceeds of such sale.

15. ASSIGNMENT. This Agreement is personal to Purchaser and Purchaser may not assign this Agreement without the prior written consent of Declarant. Any purported assignment of this Agreement in violation hereof shall be voidable at the option of Declarant. Declarant'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 Declarant. Declarant may assign its rights hereunder and, if such assignment shall be for the purpose of securing a lender to Declarant, Purchaser's rights hereunder shall, at the option of such lender, be subject and subordinate to the rights of such lender. Within ninety (90) 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 Declarant, 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.

16. NOTICES. Any notice to be given hereunder by one party shall be sent to the other party at the address given above or at such other address as either party may hereafter specify to the other in writing. Any notice shall be in writing, shall be prepaid and shall be delivered by personal delivery, by United States mail or by a nationally recognized overnight delivery service. If delivered by mail, notices shall be sent by Express Mail, or by certified or registered mail, return receipt requested. If sent by mail, the postmark date shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address.

17. STATUTORY WARRANTY. The Condominium Unit is being conveyed in "as is" condition. Notwithstanding the foregoing, Declarant shall warrant the Condominium Unit against structural defects (as defined in subsection 42-1903.16(a) of the Condominium Act) in components installed by Declarant or work done by Declarant for two years after the date of conveyance of the Condominium Unit. Such warranty is more fully set forth on the Limited Warranty Certificates attached as exhibits to the Public Offering Statement which are available for Purchaser's review. Declarant 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, Declarant will assign to the Board of Directors of the Condominium, on behalf of the unit owners of all units, all guaranties from subcontractors or suppliers of materials running in favor of Declarant, to the extent that such guaranties are assignable. Declarant 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.

18. BROKERAGE. Seller irrevocably instructs the Settlement Agent to pay the Broker compensation ("Broker's Fee") at settlement as set forth in the listing agreement and to disburse the compensation offered by the Listing Company to the Selling Company in writing as of the Contract Date, and the remaining amount of Broker's compensation to the Listing Company.

19. DELAY.

(a) Purchaser's Option. If settlement shall not have occurred within the period allowed in Section 8 due to reasons within Declarant's control, Purchaser shall have the option of either: (i) terminating this Agreement by written notice to Declarant, delivered at any time prior to Declarant's establishment of a settlement date, in which event Declarant shall, if Purchaser shall not then be in default, cause the Deposit with accrued interest (and all other money paid to Declarant by Purchaser hereunder, if any) to be returned to Purchaser, and neither party shall have any further liability or obligation hereunder; or (ii) electing to proceed with the purchase of the Condominium Unit when the same is available.

(b) Force Majeure. If Declarant is delayed in performing any obligation hereunder for reasons beyond the control of Declarant, then the time for performance shall be extended for the period of such delay. Reasons beyond the control of Declarant shall include, without limitation, impossibility of performance, acts of God, fire, earthquake, flood, explosion, condemnation or acts of governmental agencies asserting jurisdiction over the Condominium, and any other legally supportable justification under the laws of the District of Columbia which would excuse Declarant from performance within the period allowed in this Agreement.

20. TERMINATION OF AGREEMENT. If Declarant has not satisfied the pre-sale requirements specified by any construction or permanent lender designated by Declarant, the Federal Home Loan Mortgage Corporation, Fannie Mae (formerly the Federal National Mortgage Association), the Federal Housing Administration, the Department of Veterans Affairs or any of them, then Declarant may by notice to Purchaser terminate this Agreement, whereupon Declarant shall cause the Deposit to be returned to Purchaser, and thereafter neither of the parties hereto shall have any further liability to the other hereunder.

21. 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, 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 Declarant's sales representatives and shall be of no force or effect. Only a manager of Declarant has the authority to sign this Agreement or any modification on behalf of Declarant.

22. 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 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 Declarant with the terms of this Agreement. The terms hereof shall be merged into and extinguished by delivery of the deed at settlement

except for Sections 4(b), 5, 17, 18, 21, 22, 23 and 27 which shall survive delivery of the deed and shall not be merged therein. Time is of the essence in this Agreement.

23. STATUS OF PURCHASER. If this Agreement is signed by an individual who is then unmarried and at the time of settlement is married, Purchaser shall indemnify Declarant 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 obligation under this Agreement, and Purchaser shall hold Declarant harmless from any loss as a result of the refusal of such spouse to sign any such document. 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 Declarant of a desire to be released from this Agreement, Declarant may, at Declarant's sole option, 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 YEAR-ROUND RESIDENCE; ANY MISREPRESENTATION REGARDING PURCHASER'S INTENTION TO RESIDE IN THE UNIT SHALL BE A DEFAULT HEREUNDER PURSUANT TO SECTION 14. (This statement does not prevent unit owners from residing at one or more second homes for part of the year.)

24. ARBITRATION: Purchaser, on behalf of Purchaser, and all permanent residents of the Premises, including minor children, hereby agree that any and all disputes with Declarant, or its subsidiaries or affiliates arising out of the Premises, this Agreement, any other agreements, communications or dealings involving Purchaser, or the construction or condition of the Premises including, but not limited to, disputes concerning breach of contract, express and implied warranties, personal injuries and/or illness, mold-related claims, representations and/or omissions by Declarant, on-site and off-site conditions and all other torts and statutory causes of action ("Claims") shall be resolved by binding arbitration in accordance with the rules and procedures of Construction Arbitration Services, Inc. ("CAS") or its successor or an equivalent organization mutually agreed upon by the parties. If CAS is unable to arbitrate a particular claim, then that claim shall be resolved by binding arbitration pursuant to the Construction Rules of Arbitration of the American Arbitration Association or its successor or an equivalent organization mutually agreed upon by the parties. In addition, Purchaser agrees that Purchaser may not initiate any arbitration proceeding for any Claim(s) unless and until Purchaser has first given Declarant specific written notice of each claim (at 1614 7th Street NW, Washington DC 20001) and given Declarant a reasonable opportunity after such notice to cure any default, including the repair of the Premises. The provisions of this paragraph shall be governed by the provisions of the Federal Arbitration Act, 9 U.S.C. § §1, et seq. and shall survive settlement.

Purchaser's Initials: _____

PURCHASER HEREBY WAIVES THE RIGHT TO A PROCEEDING IN A COURT OF LAW (INCLUDING WITHOUT LIMITATION A TRIAL BY JURY) FOR ANY CLAIMS OR COUNTERCLAIMS BROUGHT PURSUANT TO THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE SETTLEMENT.

Purchaser's Initials: _____

25. UNDERGROUND STORAGE TANK DISCLOSURE. In accordance with the requirements of Sections 3(g) of the District of Columbia Underground Storage Tank Management Act of 1990 (D.C. Code Section 6-995.2), as amended by the District of Columbia Underground Storage Tank Management Act of 1992 (the "Act"), the Declarant hereby informs the Purchaser that the Declarant has no actual knowledge of the existence or removal during the Declarant's ownership of any underground storage tanks located on or

under the Condominium property, as that term is defined in the Act ("USTs"), and no actual knowledge of any prior uses of the property which suggest that USTs may be or have been used on the property.

26. DISTRICT OF COLUMBIA SOIL DISCLOSURE REQUIREMENT. Purchaser hereby acknowledges to Declarant that Declarant has advised Purchaser, to the best of Declarant's knowledge, that the soil on the Condominium has been 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. Purchaser has been advised that for further information, Purchaser can contact a soil testing laboratory, the District of Columbia Department of Environmental Services or the Soil Conservation Service of the Department of Agriculture.

27. MOLD.

(a) **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."

(b) **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 and Commercial Buildings* (EPA Document 40 2-K-02-01, 2001).

(c) **Additional Information on Mold.** For more information on mold and the health 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.

(d) **Minimizing Mold in Your Home.** According to the EPA, "it is impossible to get rid of all molds and mold spores indoors; some mold spores will be floating through the air and in house dust." *Mold Remediation in Schools and Commercial Buildings* (EPA Document 40 2-K-02-01, 2001). Though the presence of mold inside of the home 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.
- 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.

A Brief Guide to Mold, Moisture and Your Home (EPA Document 402-K-02-003)

(e) **DISCLAIMERS AND WAIVERS. DECLARANT DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE UNIT OR CONDOMINIUM IS FREE FROM MOLD, FUNGI OR OTHER NATURALLY OCCURRING BIOLOGICAL AGENTS OR POLLUTANTS (COLLECTIVELY, “MOLD”) OR THAT MOLD WILL NOT DEVELOP WITHIN THE UNIT OR THE CONDOMINIUM IN THE FUTURE. DECLARANT 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 DAMAGE, 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 DECLARANT, ITS MEMBERS, OFFICERS, AGENTS AND EMPLOYEES IN CONNECTION WITH ANY MOLD DAMAGES.**

28. 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 Declarant sent by registered mail (or personal delivery to Declarant's office during business hours) at any time prior to midnight local time of the fifteenth 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 and the parties hereto shall have no further rights or liabilities under this Agreement.

[Spanish Equivalent of Section 28]

EL DERECHO DEL COMPRADOR DE RESCINDIR EL ACUERDO. El Comprador tendra un periodo de quince (15) 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 del vendedor durante las horas de negocio) 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.

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

PURCHASER:

_____ [SEAL]

Social Security No. _____

_____ [SEAL]

Social Security No. _____

DECLARANT:

1265 Talbert Street, LLC
a District of Columbia limited liability company

By: _____

Name: _____

Title: _____

The undersigned acknowledges receipt of the Deposit as set forth above on _____,
2007.

Sales Representative

ADDENDUM TO PURCHASE AGREEMENT

BUILDING # _____, UNIT# _____

THIS ADDENDUM is made and entered into this day _____ of _____ 20_____, between 1265 TALBER STREET, LLC. (Declarant) and _____ (Purchasers), to purchase and sell property known as _____ . It is mutually agreed that the following provisions be added:

1) **Real Property** - Purchaser will buy and Seller will sell for the sales price ("Purchase Price"), Seller's entire interest in the real property (with all improvements, rights and appurtenances) described as follows Lot(s) _____, Block/Square _____

2) **Seller Subsidy** – Based on the financing terms specified in this Contract, Seller will pay at Settlement \$ _____ toward Purchaser's charges (including but not limited to loan origination fees, discount fees, buy down or subsidy fees, prepaid or other charges as allowed by the lender). Purchaser will pay all remaining Purchaser's charges. If applicable, Purchaser will pay Settlement or finance any initial private mortgage insurance required by lender. It is Purchaser's responsibility to confirm with his lender, if applicable, that the entire credit provided herein may be utilized. If lender prohibits Seller from the payment of any portion of this credit, then said credit shall be reduced to the amount allowed by the lender. _____

3) **Additions** – The following forms, if ratified and attached, are made a part of this Contract. (This list is not all inclusive of addenda that may need to be attached): Jurisdictional Addendum for DC, FHA Financing Addendum _____

4) Title – The title report and survey, if required, will be ordered promptly and, if not available on the Settlement Date, then Settlement may be delayed for up to 10 business days to obtain the title report and survey after which this Contract, at the option of Seller, may be terminated and the Deposit will be refunded in full to Purchaser according to the terms of the DEPOSIT paragraph. Fee simple title to the Property, and everything that conveys with it, will be sold free of liens excepts for any loans assumed by Purchaser. Title is to be good and marketable, and insurable by a licensed title insurance company with no additional risk premium. Title may be subject to commonly acceptable easements, covenants, condition as restriction of record, if any; otherwise, Purchaser may declare this Contract void, unless the defects are of such character that they may be remedied within 30 Days beyond the Settlement Date. In case action is required to perfect the title, such action must be taken promptly by Seller at Seller's expense. The Broker is hereby expressly released from all liability for damages by reason of any defect in the title. Seller will sign such affidavits, lien waivers, tax certifications, and other documents as may be required by the lender, title insurance company, Settlement Agent, or government authority, and authorizes the Settlement Agent to obtain pay-off or assumption information from any existing lenders. The manner of taking title may have significant legal and tax consequences. Purchaser is advised to seek the appropriate professional advice concerning the manner of taking title. Unless otherwise agreed to in writing, Seller will pay any special assessments and will comply with all orders, requirements, or notices of violations of any county or local authority, condominium unit owners' association, homeowners' or property owners' association or actions in any court on account thereof, against or affecting the Property on the Settlement Date.

5) Date of Ratification _____, means the date of final acceptable in writing of all the terms of this Contract (not the date of expiration or removal of any contingencies).

All other items and conditions of this contract remain in full force and effect.

Date _____ Purchaser _____

Date _____ Purchaser _____

Date _____ 1265 TALBERT STREET LLC (DECLARANT)

By: _____
Yosief Maharai, Managing Member

.....

For information purposes only:

Listing Company's Name and Address: _____ Selling Company's Name and Address _____

Office # _____	FAX# _____	Office# _____	FAX# _____
MRIS Broker Code and Office ID _____		MRIS Broker Code and Office ID _____	
Agent Name _____		Agent Name _____	

Real Estate License Number & Jurisdiction _____	Real Estate License Number & Jurisdiction _____
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Agent MRIS ID# _____	Agent MRIS ID# _____
Team Leader/Agent _____	Team Leader/Agent _____
Agent Email Address _____	Agent Email Address _____

Schedule A

SCHEDULE OF STANDARD FINISHES

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

<u>ITEM</u>	<u>DESCRIPTION</u>
1. GENERAL ITEMS	
Walls	<p><u>Interior</u> - 1/2" drywall on wood studs, taped, finished, primed and painted two coats using high quality Duron interior paint or equal. 10" thick Concrete Foundation Walls with steel reinforcement.</p> <p>Brick Veneer, in a varied color scheme on the front and sides. Boral Bricks in alternate colors of: Chocolate and Light Gray.</p> <p><u>Exterior</u> - Double layer insulated drywall on metal studs, taped, spackled and painted.</p> <p><u>Corridor Walls</u> - Constructed in accordance with tested wall assembly having 50 STC rating.</p> <p><u>Party Walls</u> - Constructed in accordance with tested wall assembly having 55 STC rating.</p>
Ceilings	<p>Bulkheads Drywall taped, spackled and painted with white ceiling paint. Use semi-gloss white in bathrooms, powder rooms and kitchens.</p> <p>Note: Lowered portions required by mechanical ductwork to be drywall on metal framing, taped, spackled and painted.</p>
Balcony/Patio	<p>Trex Origins Winchester Grey 2x4 decking profile construction. Guardrail composed of a Plexiglas panel supported by a black metal frame.</p>
Paint (Type)	<p>Semi-gloss in bathrooms, powder rooms, kitchen walls, doors, door frames and wood baseboards.</p> <p>Off-white flat paint on all other walls.</p>
Paint	<p>White on all ceiling, bathroom and powder room walls. Off-white on all other walls. Doors, frames, shelving and wood baseboards will be painted white semigloss.</p>
Flooring	<p>Hardwood</p>

Wall Baseboard	Wood, painted with semi-gloss paint in all areas except bathrooms, powder rooms, kitchen and mechanical closets.
Telephone Outlets	One located in each living room, master bedroom, second bedroom or den and kitchen.
Cable Television Antenna Outlets	One located in each living room, master bedroom, second bedroom or den.
Thermostat	One located in the hallway of each Unit.
Smoke Detectors	Six per Unit.
Closet Shelving	White wire shelving above clothes rod.
Window Coverings	None.
Heating/Air Conditioning	Carrier Air Conditioner, (High Efficiency Heat Pump), Humidifier, Electronic Air Filter (all electric)
Windows	Pella Windows with insulated glass, including screens for all operable windows.
Doors	<u>Entrance and Balcony/Patio Doors</u> —7’4” Hollow Metal Door with glass pane, door and frame to match hardiplank parkside white color. <u>Interior</u> —Hollow core wood doors except folding doors on closets, where shown. All interior doors painted with white semi-gloss, to match trim.
Water Heater	50 gallon tank Select State (electric).

2. BATHROOMS

Walls	White semi-gloss paint on drywall.
Ceiling	White semi-gloss paint on drywall.
Flooring	Ceramic Tile.
Baseboard	Wood semi-gloss painted.
Bathtub (including surrounding walls)	5’ Whirlpool (master and 5’ steel tub in guest bath)
Shower	White fiberglass.

Toilet	White 1.6 gal per flush.
Vanity Top	Cultured marble with integral bowl; Craig Marble Co. Inc. Color #55
Vanity Unit	White laminate base cabinet in bathroom with black powder-coated zinc cabinet door and drawer knob pulls.
Medicine Cabinet	Metro Oversize Medicine Cabinet, recessed, 25' high, 24' wide.
Plumbing Trim and Accessories	Chrome-plated metal.
Heat Lamp/Exhaust Fan/Light	Combination heat lamp/fan/light with 3-way switch.

KITCHEN

Walls	White semi-gloss paint on drywall.
Ceiling	Simulated acoustical textured sprayed plaster on concrete, painted white.
Flooring	Ceramic 16" x 16" tile.
Baseboard	White 4-inch vinyl.
Sink	Stainless steel, single bowl under mounted.
Cabinets	Maple stock cabinets with particle board construction or better.
Countertop	Granite.
Washer and Dryer	Kenmore, stacked
Range	Kenmore over the range with re-circulating fan and light.