



INFORMATION REQUESTED FOR MAKING AN OFFER

Owner: Matthew D Hersey, Adrienne M Shaw
Address: 3925 Davis PI NW #205, Washington, DC 20007
SSL: 1807//2043

Disclosures:

Condo/Co-op Seller Disclosure/Resale Addendum
Jurisdictional Disclosure and Addendum
Seller's Disclosure Statement
Inclusions/Exclusions Disclosure and Addendum
Federal Lead Paint Disclosure
DDOE Lead Disclosure
Disclosure of Brokerage Relationship
Tenancy Addendum

Financing:	Please include a full approval letter from a reputable lender and the GCAAR Financial Information Worksheet.
Settlement Company:	KVS Title will provide a \$500 Buyer Credit at Settlement.
TOPA:	Prior tenants have already vacated and have no interest in purchasing the property. TOPA will be served upon ratification.
Preferred Lender:	Jon Okun of Prosperity Home Loans. No mortgage fees will be charged! jonathan.okun@phmloans.com / 443-610-8371

Broker Info:

Compass Real Estate
1313 14th Street NW
Washington, DC 20005
Phone: 202-386-6330
Broker License: CO98375134
Broker Code: COMPS1

Please register your offer by calling Casey Aboulafia at the number listed below!

Agent Info:

Casey Aboulafia
Cell: 202-780-5885
Email: casey@homeswithcasey.com
Agent License: SP98360832
MRIS ID: 96742

COMPASS



Condominium Seller Disclosure/Resale Addendum for the District of Columbia

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

Address 3925 Davis Pl NW
 City Washington, State DC Zip 20007-1290 Parking Space(s) # _____
 Storage Unit(s) # 205 Subdivision/Project: The Davis

PART I - SELLER DISCLOSURE:

1. **CURRENT FEES AND ASSESSMENTS:** Monthly fees and assessments as of the date hereof amount respectively to:
 - A. **Monthly Condominium Fee:** Potential Buyers are hereby advised that the present condominium fee for the subject unit and parking space or storage unit, if applicable, is \$ 398.00
 - B. **Special Assessments:** ☒ No ☐ Yes (If yes, complete 1-4 below)
 - 1) Reason for Assessment: _____
 - 2) Payment Schedule: \$ _____ per _____
 - 3) Number of payments remaining _____ as of _____ (Date)
 - 4) Total Special Assessment balance remaining: \$ _____
 - C. **Utilities Included:** The following utilities are included in the Monthly Condominium Fee:

☐ None ☒ Water ☒ Sewer ☒ Heat ☐ Electricity ☒ Gas ☐ Other _____
2. **PARKING AND STORAGE:** Parking Space(s) and Storage Unit(s) may be designated by the Association Documents as:
 - 1) General Common Elements for general use (possibly subject to a lease or license agreement), 2) Limited Common Elements assigned for the exclusive use of a particular Condominium Unit, or 3) Conveyed by Deed and separately taxed. The following Parking and/or Storage Units convey with this property:

☐ Parking Space #(s) _____ and it ☐ is ☐ is not Separately taxed.
 If Separately taxed: Lot _____ Square _____, Lot _____ Square _____

☒ Storage Unit #(s) 205 and it ☐ is ☒ is not Separately taxed.
 If Separately taxed: Lot _____ Square _____, Lot _____ Square _____
3. **MANAGEMENT AGENT OR AUTHORIZED PERSON:** The management agent or person authorized by the Condominium to provide information to the public regarding the Condominium and the Development is as follows:

Name: DREYFUSS MANAGEMENT (EDDY HYLAND) Phone: 301-951-8300
 Address: 4800 MONTGOMERY LANE, 10th FLOOR BETHESDA, MD 20814
4. **CONDOMINIUM INSTRUMENTS AND CERTIFICATE OF CONDOMINIUM BOARD (Condo Docs):** This disclosure involves the resale of a condominium unit by a unit owner (i.e., the Seller) other than the declarant. Seller agrees to obtain from the unit owner's association and deliver to a Buyer, on or prior to the tenth (10th) business day following the ratification date of a Contract by a Buyer, a copy of the condominium instruments (i.e., recorded declaration, bylaws, plats and plans and all exhibits, schedules, DC Condominium Bill of Rights and Responsibilities, certifications and amendments to any of same) and a certificate setting forth the following:
 - A. A statement, which need not be in recordable form, setting forth the amount of any unpaid assessments levied against the Unit;
 - B. If applicable, a statement, which need not be in recordable form, certifying to the Board's waiver of, or failure or refusal to exercise, any rights of first refusal or other restraints on free alienability of the Unit which may be contained in the Condominium instruments;
 - C. A statement of any capital expenditures approved by the unit owners' association within the current or succeeding 2 fiscal years;

©2017 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
 Previous editions of this Form should be destroyed.

- D. A statement of the status and amount of any reserves for capital expenditures, contingencies, and improvements, and any portion of such reserves earmarked for any specified project by the Condominium Board;
- E. A copy of the statement of financial condition for the unit owners' association for the most recent fiscal year for which such statement is available, and the current operating budget, if any;
- F. A statement setting forth what insurance coverage is provided for all unit owners by the unit owners' association and a statement whether such coverage includes public liability, loss or damage, or fire and extended coverage insurance with respect to the Unit and its contents;
- G. A statement that any improvements or alterations made to the Unit or the limited common elements assigned thereto, by the Seller are not in violation of the condominium instruments;
- H. A statement of the remaining term of any leasehold estate affecting the Condominium or the Unit and the provisions governing any extension or renewal thereof; and
- I. The date of issuance of the certificate.


 Seller
 Matthew D Hersey

4/6/2018
 Date


 Seller
 Adrienne M Shaw

4/6/2018
 Date

PART II - RESALE ADDENDUM:

The Contract of Sale dated _____, between
 Seller Matthew D Hersey, Adrienne M Shaw and
 Buyer _____ is
 hereby amended by the incorporation of Parts I and II herein, which shall supersede any provisions to the contrary in the Contract.

1. **TITLE:** Paragraph is amended to include the agreement of the Purchaser to take title subject to commonly acceptable easements, covenants, conditions and restrictions of record contained in Condominium instruments, and the right of other Unit owners in the Common Elements and the operation of the Condominium.

2. **PAYMENT OF FEES AND ASSESSMENTS:** Buyer agrees to pay such Monthly Fees and/or other Special Assessments as the Board of Directors or Association of the Condominium may from time to time assess against the Unit, Parking Space and Storage Unit (as applicable) for the payment of operating and maintenance or other proper charges. Regarding any existing or levied but not yet collected Special Assessments, Seller agrees to pay, at the time of Settlement, any Special Assessments as disclosed in the Current Fees and Assessments Paragraph unless otherwise agreed herein: _____

3. **CONDOMINIUM ASSOCIATION APPROVAL:** If this sale is subject to approval by or right of refusal of the Council Of Unit Owners or Board Of Directors of the Condominium, in the event such approval is denied or such right of first refusal is exercised by such Council or Board, this Contract shall be null and void and the Buyer's deposit shall be refunded without delay or deduction there from.


4. **ASSUMPTION OF CONDOMINIUM OBLIGATIONS:** Buyer hereby agrees to assume each and every obligation of, to be bound by and to comply with the covenants and conditions contained in the Condominium instruments including the Condominium Bylaws and with the Rules and Regulations of the Condominium, as well as statutory insurance requirements (D.C. Official Code § 42-1901.01 *et seq.*), from and after the date of settlement hereunder.

5. **RIGHT TO CANCEL:** Buyer shall have the right for a period of three (3) business days following Buyer's receipt of the condominium documents and statements referred to in the Condo Docs Paragraph to cancel this Contract by giving Notice thereof to Seller. In the event that such condominium documents and statements are delivered Buyer on or prior to the ratification of this Contract by Buyer, such three (3) business day period shall commence upon ratification of this Contract. If the condominium documents and statements are not delivered to Buyer within the 10 business day time period referred to in the Condo Docs Paragraph, Buyer shall have the option to cancel this Contract by giving Notice thereof to Seller prior to receipt by Buyer of such condominium documents and statements. Pursuant to the provisions of this paragraph, in no event may the Buyer have the right to cancel this Contract after Settlement.


 Seller
 Matthew D Hersey

4/6/2018
 Date

Buyer _____ Date _____


 Seller
 Adrienne M Shaw

4/6/18
 Date

Buyer _____ Date _____

©2017 The Greater Capital Area Association of REALTORS®, Inc.
 This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
 Previous editions of this Form should be destroyed.

COMPASS



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

The Contract of Sale dated _____ between _____
 _____ (Buyer) and **Matthew D Hersey, Adrienne M Shaw** (Seller)
 for the purchase of the real property located at
 Address **3925 Davis Pl NW** Unit# **205**
 City **Washington** State **DC** Zip Code **20007-1290**, Parking Space(s) # _____
 Storage Unit # **205** with the legal description of Lot **2043** Block/Square **1807** Section _____
 Subdivision/Project Name **Glover Park** Tax Account # **1807//2043**
 is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

PART I. SELLER DISCLOSURE - AT TIME OF LISTING:

The information contained in this Disclosure was completed by Seller, 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, Seller is exempt from property condition disclosure.
☐ Yes ☒ No

2. **DC SOIL DISCLOSURE REQUIREMENTS:** The characteristic of the soil on the Property as described by the Soil Conservation Service of the United States Department of Agriculture in the Soil Survey of the District of Columbia published in 1976 and as shown on the Soil Maps of the District of Columbia at the back of that publication is **Neshaminy-Urban land**

For further information, 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/was OR ☐ is not/was not subject to an existing residential lease or tenancy at the time Seller decided to sell. District of Columbia broadly defines a tenant as "a tenant, subtenant, lessee, sublessee, or other person entitled to the possession, occupancy, or the benefits of any rental unit within a housing accommodation." If applicable, the DC Tenancy Addendum 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 Seller Disclosure/Resale Addendum for DC,
☐ Co-operative Seller Disclosure/Resale Addendum for Maryland and the District of Columbia, or
☐ HOA Seller Disclosure/Resale Addendum for DC

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. To determine the applicable rate, see https://www.taxpayerservicecenter.com/RP_Search.jsp?search_type=Assessment. 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>.

Seller
Matthew D Hersey

4/6/2018
 Date

Seller
Adrienne M Shaw

4/6/18
 Date

©2017 The Greater Capital Area Association of REALTORS®, Inc.
 This Recommended Form is property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
 Previous editions of this Form should be destroyed.

PART II. RESALE ADDENDUM

The Contract of Sale dated _____, between Seller Matthew D Hersey, Adrienne M Shaw and Buyer _____ is hereby amended by the incorporation of Parts I and II herein, which shall supersede any provisions to the contrary in the Contract.

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

2. **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>. In limited circumstances, an exemption from Recordation Tax may be available to Buyer, if Buyer meets the requirements for the Lower Income Home Ownership Exemption Program ("Tax Abatement Program"). See below for additional information. Unless otherwise negotiated, the following will apply:

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



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

C. **Tax Abatement Program:** Additional information (including the required Application Form) for the Tax Abatement Program can be obtained at: http://otr.cfo.dc.gov/sites/default/files/dc/sites/otr/publication/attachments/sharp%40dc.gov.20140909_110358.pdf. If Buyer meets the requirements of this program, Buyer will be exempt from Recordation Tax. Additionally, Seller shall credit Buyer an amount equal to what would normally be paid to the District of Columbia as Seller's Transfer Tax to be applied towards Buyer's settlement costs. This credit shall be in addition to any other amount(s) Seller has agreed to pay under the provisions of this Contract. It is Buyer's responsibility to confirm with Lender, if applicable, that the entire credit provided for herein may be utilized. If Lender prohibits Seller from payment of any portion of this credit, then said credit shall be reduced to the amount allowed by Lender.

Buyer ☐ is or ☐ is not applying for the Tax Abatement Program.

D. **First-Time Homebuyer Recordation Tax Credit:** Buyer ☐ is or ☐ is not a DC First-Time Homebuyer and may be eligible for a reduced recordation tax. It is the Buyer's responsibility to confirm their eligibility (See <https://otr.cfo.dc.gov/node/1272871>.)

3. The principals to the Contract mutually agree that the provisions hereof shall survive the execution and delivery of the Deed and shall not be merged herein.

 Seller Matthew D Hersey	<u>4/4/2018</u> Date	Buyer Date
 Seller Adrienne M Shaw	<u>4/4/18</u> Date	Buyer Date

SELLER'S DISCLOSURE STATEMENT

Instructions to the Seller for Seller's Disclosure Statement

These Instructions are to assist the Seller in completing the required Seller's Disclosure Statement in order to comply with the District of Columbia Residential Real Property Seller Disclosure Act.

1. Who must complete the Seller's Disclosure Statement? The Seller, not the broker and not the management company, condominium association, cooperative association or homeowners association.

2. In what types of transactions must the Seller provide the Seller's Disclosure Statement to the Purchaser? The Act applies to the following types of transfers or sales of District of Columbia real estate:

- (a) where the property consists of one to four residential dwelling units, and,
- (b) the transactions a sale, exchange, installment land contract, lease with an option to purchase, or any other option to purchase, and,
- (c) the purchaser expresses, in writing, an interest to reside in the property to be transferred.

However, the Act does not apply to:

- (a) court ordered transfers;
- (b) transfers to a mortgagee by a mortgagor in default;
- (c) transfers by sale under a power of sale in a deed of trust or mortgage or any foreclosure sale under a decree of foreclosure or deed in lieu of foreclosures;
- (d) transfers by a non-occupant fiduciary administering a decedent's estate, guardianship, conservatorship or trust;
- (e) transfers between co-tenants;
- (f) transfers made to the transferor's spouse, parent, grandparent, child, grandchild or sibling (or any combinations of the foregoing);
- (g) transfer between spouses under a divorce judgment incidental to such a judgment;
- (h) transfers or exchanges to or from any governmental entity; and
- (i) transfers made by a person of newly constructed residential property that has not been inhabited.

3. When does the Seller's Disclosure Statement have to be provided to the Purchaser? In a sale, before or at the time the prospective transferee executes a purchase agreement with the transferor. In an installment sales contract (where a binding purchase contract has not been executed), or in the case of a lease with no option to purchase, before or at the time the prospective transferee executes the installment sales contract or lease with the transferor.

4. What information must the Seller disclose? Answer ALL questions on the Seller's Disclosure Statement. If some items do not apply to your property, check "N/A" (not applicable). If you do not know the facts, check "UNKNOWN". Report actually known conditions referred to in the questions. Each disclosure must be made in "good faith" (honesty in fact in the making of the disclosure). Attach additional pages with your signature if additional space is required.

The Seller of a condominium unit, cooperative unit, or a lot in a homeowners association, is to provide information only as to the Seller's unit or lot, and not as to any common elements, common areas or other areas outside of the unit or lot.

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

GCAAR Form #919 – DC Seller's Disclosure

Page 1 of 7

Revised October 2011

Logan Circle Office, 1313 14th Street NW Washington, DC 20005

Phone: 202-780-5885

Fax:

Casey Aboulafia

3925 Davis PI NW

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

SELLER'S DISCLOSURE STATEMENT**Instructions to the Seller for Seller's Disclosure Statement**

5. What is the remedy if the Seller does not provide the Seller's Disclosure Statement to the Transferee? If the Seller's Disclosure Statement is delivered after the purchaser executes the purchase agreement, installment sales contract or lease with an option to purchase, the purchaser may terminate the transaction by written notice to the seller not more than five (5) calendar days after receipt of the Seller's Disclosure Statement by the purchaser, and the deposit must be returned to the purchaser. The right to terminate is waived if not exercised before the earliest of:

- (a) the making of an application for a mortgage loan (if the lender discloses that the right to rescind terminates on submission of the application); or
- (b) settlement or date of occupancy in the case of a sale; or
- (c) occupancy in the case of a lease with an option to purchase.

6. If the Seller finds out different information after providing the Seller's Disclosure Statement to the Purchaser, how does this impact a ratified contract? If information becomes inaccurate after delivery of the disclosure form, the inaccuracy shall not be grounds for terminating the transaction.

7. How must a Seller deliver the Seller's Disclosure Statement to the Transferee? The Seller's Disclosure Statement must be delivered by personal delivery, facsimile delivery, or by registered mail to the transferee. Execution by the transferor of a facsimile is considered execution of the original.

SELLER'S PROPERTY CONDITION STATEMENT**For Washington, DC****3925 Davis Pl NW****Property Address: Washington, DC 20007-1290**

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 6/8/2006 to current.

The seller(s) completing this disclosure have occupied the residence from 6/8/2006 to 10/9/2007.

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? _____

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

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

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 ☐ Yes ☒ No ☐ Not Applicable

Or Appliances ☐ Yes ☐ No ☒ Not Applicable

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

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

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 D.C. Landmark included in a designated historic district or is designated a historic property?☐ Yes ☒ No

If yes, comments: _____

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

If yes, comments: _____

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

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

☐ Yes ☒ No

If yes, comments: _____

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



Seller
Matthew D Hersey

4/6/2018

Date



Seller
Adrienne M Shaw

4/6/18

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.

Buyer

Date

Buyer

Date

COMPASS



Inclusions/Exclusions Disclosure and/or Addendum
 Required for use with GCAAR Listing Agreement & Sales Contract

PROPERTY ADDRESS: 3925 Davis Pl NW, Washington, DC 20007-1290

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, shutters, window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT CONVEY**. The items checked below convey. If more than one of an item conveys, the number of items shall be noted in the blank.

KITCHEN APPLIANCES

- ☒ Stove/Range
☐ Cooktop
☐ Wall Oven
☒ Microwave
☒ Refrigerator
☐ w/ Ice Maker
☐ Wine Refrigerator
☒ Dishwasher
☒ Disposer
☐ Separate Ice Maker
☐ Separate Freezer
☐ Trash Compactor

LAUNDRY

- ☐ Washer
☐ Dryer

ELECTRONICS

- ☐ Alarm System
☐ Intercom
☐ Satellite Dishes

LIVING AREAS

- ☐ Fireplace Screen/Door
☐ Gas Log
☒ Ceiling Fans
☐ Window Fans
☐ Window Treatments

WATER/HVAC

- ☐ Water Softener/Conditioner
☐ Electronic Air Filter
☐ Furnace Humidifier
☒ Window A/C Units

RECREATION

- ☐ Hot Tub/Spa, Equipment & Cover
☐ Pool Equipment & Cover
☐ Sauna
☐ Playground Equipment

OTHER

- ☐ Storage Shed
☐ Garage Door Opener
☐ Garage Door Remote/Fob
☐ Back-up Generator
☐ Radon Remediation System
☐ Solar Panels
☐ _____
☐ _____

EXCLUSIONS: _____

LEASED ITEMS, LEASED SYSTEMS & SERVICE CONTRACTS: Leased items/systems or service contracts, including but not limited to: solar panels & systems, appliances, fuel tanks, water treatment systems, lawn contracts, pest control contracts, security system and/or monitoring, and satellite contracts **DO NOT CONVEY** unless disclosed here: _____

CERTIFICATION: Seller certifies that Seller has completed this checklist disclosing what conveys with the Property.

DocuSigned by:

 Seller **Matthew D Hersey**
658 MAC 11/11/2017

4/9/2018 | 2:50 PM EDT

Date

DocuSigned by:

 Seller **Adrienne M Shaw**
1444 AD 11/11/2017

4/9/2018 | 2:51 PM EDT

Date

2. ACKNOWLEDGEMENT AND INCORPORATION INTO CONTRACT: (Completed only after presentation to the Buyer)

The Contract of Sale dated _____ between Seller **Matthew D Hersey, Adrienne M Shaw**
 _____ and Buyer _____
 _____ for the Property referenced above is hereby amended by the incorporation of this Addendum.

Seller (sign only after Buyer) _____ Date _____
Matthew D Hersey

Buyer _____ Date _____

Seller (sign only after Buyer) _____ Date _____
Adrienne M Shaw

Buyer _____ Date _____

©2017 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by REALTOR® members only.
 Previous editions of this Form should be destroyed.

COMPASS



Lead Paint - Federal Disclosure of Lead-Based Paint and Lead-Based Paint Hazards for SALES

(Required for the SALE of all properties in the U.S. with any existing part built prior to 1978)

PROPERTY ADDRESS: **3925 Davis Pl NW, Washington, DC 20007-1290**

☒ There are parts of the property that still exist that were built prior to 1978 OR ☐ No parts of the property were built prior to 1978 OR
☐ Construction dates are unknown. If any part of the property was constructed prior to 1978 or if construction dates are unknown, this disclosure is required. If the entire property was built in 1978 or later, this disclosure is not required.

LEAD WARNING STATEMENT FOR BUYERS: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE:

(A) Presence of lead-based paint and/or lead-based paint hazards

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____ OR

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

(B) Records and reports available to the Seller:

☐ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): _____ OR

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGMENT:

(Buyer to initial all lines as appropriate)

(C) _____ Buyer has read the Lead Warning Statement above.

(D) _____ Buyer has read Paragraph B and acknowledges receipt of copies of any information listed therein, if any.

(E) _____ Buyer has received the pamphlet Protect Your Family From Lead in Your Home (required).

(F) _____ Buyer has (check one below):

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT: (Agent to initial)

(G)  Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

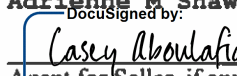
CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller  Date 4/4/18

Buyer _____ Date _____

Seller  Date 4/6/18

Buyer _____ Date _____

DocuSigned by:

 Agent for Seller, if any
 Casey Aboulafia

4/9/2018 | 10:37 AM EDT

Agent for Buyer, if any _____ Date _____

GCAAR # 907A: Federal Lead
 Paint Sales Disclosure - MC &
 DC

2016, The Greater Capital Area Association of REALTORS®, Inc.
 This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc.
 and is for use by REALTOR members only. Previous editions of this Form should be destroyed.

2/2016

Logan Circle Office, 1313 14th Street NW Washington, DC 20005
 Casey Aboulafia

Phone: 202-780-5885

Fax:

3925 Davis Pl NW

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com



DC Lead Disclosure Form

Information about Lead-Based Paint in this Property

Purpose: Inform potential renters and homebuyers of the presence of lead-based paint and related hazards in the property they are considering.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can be a health hazard, especially for young children and pregnant women. Owners or managers of these properties must provide information about lead-based paint in the property that they want to rent or sell. DC requires the renter or buyer to have this information **before** they decide to rent or purchase the property.

This form does not replace the Federal Lead Disclosure form. DC law provides additional protections for the renter or purchaser. A DC Lead Disclosure form is not required for properties built in 1978 or later.

Are you a POTENTIAL TENANT or BUYER?

Review this page carefully before following instructions on page two.

Are you a PROPERTY OWNER or MANAGER?

You will need the following information to complete this form:

- Copies of any lead-based paint reports, assessments, or surveys related to the property.
- The latest version of the EPA Protect Your Family From Lead in Your Home pamphlet.
- Knowledge about lead-contaminated dust/soil and condition of the paint on the property.
- Knowledge about any lead-based paint related legal actions taken against the property.

Property owners and managers: keep the signed original of this form on record for at least 6 years, as you may be audited by the DC Department of Energy and Environment.

What to look for inside the property or in the property's common areas:

- Peeling, chipping, chalking, cracking, or damaged paint.
- Lead-based paint on windows, doors, stairs, railings, banisters, porches, or other high-wear surfaces that children might chew.
- Lead that is present in bare soil.
- Lead dust that forms when lead-based paint is scraped, sanded, or heated, or when painted surfaces with lead in them bump or rub together.
- Surfaces with lead paint chips/dust, or settled dust that reenters the air through vacuuming or sweeping.

For more information see The District of Columbia "Lead-Hazard Prevention and Elimination Act of 2008," as amended (the "Act"), D.C. Official Code § 8-231.01 et seq., and the Federal Lead Warning Statement, 24 CFR Part 35: <http://bit.ly/federallead>.

If you need help in your language, please call 202-535-2600. | **ନିମ୍ନଲିଖିତ ଭାଷାରେ 202-535-2600 କରନ୍ତୁ** | Si necesita ayuda en Español, por favor llame al 202-535-2600. | Si vous avez besoin d'aide en français appelez-le 202-535-2600. | 如果您需要中文服務，請致電 202-535-2600 | 한국어로 도움이 필요합니까? 무료 한국어통역: 202-535-2600 | Nếu quý vị cần giúp đỡ bằng tiếng Việt, xin gọi 202-535-2600.



DC Department of Energy & Environment | 202.535.2600 | doee.dc.gov/lead

Page 1 of 2

Logan Circle Office, 1313 14th Street NW Washington, DC 20005
Phone: 202-780-5885

Fax:

Casey Aboulafia

3925 Davis PI NW

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

If you are:	You need to:
The property owner or manager	<ul style="list-style-type: none"> • Complete Sections A and B. • Provide a copy to the tenant/buyer.
The potential tenant or buyer	<ul style="list-style-type: none"> • Carefully review Section B. • Sign Section C.

SECTION A: Property Owner/Manager's Signature

Property Address: **3925 Davis Pl NW** Unit: **205** Washington, DC ZIP: **20007-1290**

I am the (check one) ☒ owner ☐ manager of this property and will truthfully give the answers to the following questions about lead-based paint/hazards in or around this property.

Owner/Manager Name: **Matthew Hersey, Adrienne Shaw**

Signature: 

SECTION B: Information About the Lead-Based Paint in this Property

Lead-based paint is assumed to be present in properties built before 1978. To the best of your knowledge, is there peeling or chipping paint, lead-contaminated dust/soil, or other lead-based paint hazards inside or around the property?

☒ No ☐ Yes, in the following location(s): *For more space attach a summary*

Does DC Government have any pending actions related to lead-based paint for this property?

Check all that apply

- ☐ Yes, a notice of violation
☐ Yes, a notice of lead-based paint hazards
☐ Yes, an administrative order to eliminate lead-based paint hazards
☐ Yes, other notices or orders related to lead-based paint. Please list:
☒ No

Are there any reports or documents about lead-based paint or hazards in or around this property?

This includes reports or documents provided to you by a previous or current owner, property manager, DC Government agency, or contractor.

☒ No ☐ Yes and I understand I must provide a copy of those documents to the tenant/buyer if they ask.

SECTION C: Tenant/Buyer's Acknowledgement

I was provided this form and the Protect Your Family from Lead in Your Home pamphlet before I signed a lease or purchase agreement.

☐ Yes ☐ No, I have already signed a lease or purchase agreement.

I understand I have the right to ask the owner or manager for any reports or documents about lead-based paint or hazards in or around this property.

Name:

Signature:

Date:



COMPASS



THIS NOTICE IS REQUIRED BY LAW AND IS NOT A CONTRACT.

THIS DISCLOSURE DOES NOT CREATE A BROKERAGE RELATIONSHIP.

Disclosure of Brokerage Relationship District of Columbia

Prior to providing specific real estate assistance, District of Columbia law requires that a licensee disclose to any party who the licensee does **NOT** represent the identity of the party to the proposed transaction which the licensee does represent. Even though a licensee may not represent you, that licensee must still treat you honestly in the transaction.

We, the undersigned ☐ Buyer(s)/Tenant(s) or ☒ Seller(s)/Landlord(s) acknowledge receipt of this Disclosure, and understand we are **NOT** represented by the licensee identified below.

(Licensee & License #) and _____
(Brokerage Firm)

The licensee and brokerage firm named above represent the following party in the real estate transaction:

☐ **Seller(s)/Landlord(s)** (The licensee has entered into a written listing agreement with the seller(s) or landlord(s) or is acting as a sub-agent of the listing broker.)

☒ **Buyer(s)/Tenant(s)** (The licensee has entered into a written agency agreement with the buyer/tenant.)

☐ **Designated Agent of the** ☐ **Buyer(s)/Tenant(s)** or ☐ **Seller(s)/Landlord(s)**
(Both the buyers and sellers have previously consented to "Designated Agency", and the licensee listed above is indicating the parties represented.)

Acknowledged
Matthew D Hersey

4/6/2018
Date

Acknowledged
Adrienne M Shaw

4/6/18
Date

Name of Person(s): _____

I certify on this date that I, the real estate agent, have delivered a copy of this disclosure to the person(s) identified above.

Signed (Licensee) _____

_____ Date

Previous editions of this form should be destroyed.



THIS NOTICE IS REQUIRED BY LAW AND IS NOT A CONTRACT.

THIS DISCLOSURE DOES NOT CREATE A BROKERAGE RELATIONSHIP.

Disclosure of Brokerage Relationship District of Columbia

Prior to providing specific real estate assistance, District of Columbia law requires that a licensee disclose to any party who the licensee does **NOT** represent the identity of the party to the proposed transaction which the licensee does represent. Even though a licensee may not represent you, that licensee must still treat you honestly in the transaction.

We, the undersigned ☒ Buyer(s)/Tenant(s) or ☐ Seller(s)/Landlord(s) acknowledge receipt of this Disclosure, and understand we are **NOT** represented by the licensee identified below.

Casey Aboulafia SP98360832
(Licensee & License #)

and Compass Real Estate
(Brokerage Firm)

The licensee and brokerage firm named above represent the following party in the real estate transaction:

- ☒ **Seller(s)/Landlord(s)** (The licensee has entered into a written listing agreement with the seller(s) or landlord(s) or is acting as a sub-agent of the listing broker.)
- ☐ **Buyer(s)/Tenant(s)** (The licensee has entered into a written agency agreement with the buyer/tenant.)
- ☐ **Designated Agent of the** ☐ **Buyer(s)/Tenant(s)** or ☐ **Seller(s)/Landlord(s)**
(Both the buyers and sellers have previously consented to "Designated Agency", and the licensee listed above is indicating the parties represented.)

Acknowledged

Date

Acknowledged

Date

Name of Person(s): _____

I certify on this date that I, the real estate agent, have delivered a copy of this disclosure to the person(s) identified above.

Signed (Licensee)

Date

Previous editions of this form should be destroyed.

COMPASS



Tenancy Addendum for Washington, DC

(Required for use with Form #1313 where any Tenancy exists)

The Contract of Sale dated _____, Address 3925 Davis Pl NW
 City Washington, State DC Zip 20007-1290 Lot: 2043
 Block/Square: 1807 Unit: 205 Section: _____ Tax ID # 1807//2043
 Parking Space(s) # _____ Storage Unit(s) # 205 Subdivision/Project: Glover Park
 _____ between Seller Matthew D Hersey, Adrienne M Shaw
 and Buyer _____ is hereby
 amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

1. **TENANCY:** District of Columbia Code broadly defines a tenant as “a tenant, subtenant, lessee, sublessee, or other person entitled to the possession, occupancy, or the benefits of any rental unit owned by another person.” As provided in GCAAR Form #1313, Washington DC Jurisdictional Disclosure and Addendum, the property is/was at the time the Seller decided to sell the Property subject to existing tenancy (ies) and/or lease(s) as follows:

Tenant Name(s)	Unit#	Current Rent	Copy of Lease Attached
a. <u>Yasmin Abboud</u>	<u>205</u>	<u>n/a</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b. <u>Blake Gunderson</u>	<u>205</u>	<u>n/a</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c. _____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
d. _____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

Without the prior written consent of Buyer, Seller shall not modify the terms of or terminate such tenancy(ies), except for non-payment of rent. In addition, the Seller will not enter into any new leases or tenancies with respect to the Property.

2. **OCCUPANCY:** The Buyer ☐ DOES or ☐ DOES NOT (choose one) intend to occupy the Property for his/her personal use.

3. **TENANT OPPORTUNITY TO PURCHASE:**

Pursuant to Title IV of D.C. Law 3-86, “RENTAL HOUSING CONVERSION AND SALE ACT OF 1980” (hereinafter referred to as “TOPA”) a Tenant is afforded an opportunity to purchase plus a 15 day right of first refusal for said Property. TOPA requires Seller to provide Tenants right to purchase Notices on the same day to all Tenant(s) and the Mayor c/o the District of Columbia Department of Housing and Community Development (DHCD).

A. Required Notices (“TOPA Notice(s)”) proof of mailings will be required:

In accordance with the provisions of TOPA and on the forms provided by DHCD, Seller (choose one):

☐ HAS provided on _____ to Tenant(s) and the Mayor a written Offer of Sale and Tenant
 Date

Opportunity to Purchase **Without** A Third Party Contract (Form B), a copy of which is attached hereto. Seller represents and agrees that within 2 days after ratification of this Contract, Seller will send to the Tenant(s), by first-class mail to the Tenant(s) and send by first-class mail to Tenant(s) and the Mayor the 15 day Right of First Refusal Notice (Form C) together with a copy of this Contract.

OR

☒ HAS NOT provided to Tenant(s) and the Mayor a written Offer of Sale and Tenant Opportunity to Purchase **Without** A Third Party Contract (Form B). Seller represents and agrees that, within 2 days after ratification of this Contract, Seller will hand-deliver to Tenant(s) and send by certified mail to the Tenant(s) and the Mayor the Offer of Sale and Tenant Opportunity to Purchase **With** A Third Party Contract, which Notice also contains 15 day right of first refusal (Form A).

©2017, The Greater Capital Area Association of REALTORS®, Inc.
 This Recommended Form is property of The Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
 Previous editions of this Form should be destroyed.

B. TOPA Compliance and Buyer Right to Void Contract.

To ensure Buyer's ability to procure an owner's title insurance policy without exception to TOPA, **Seller agrees to contact Settlement Agent within 3 Business Days of Ratification** to determine that Seller is either in compliance with both TOPA Notice requirements and title insurance underwriting requirements pertaining to TOPA or to establish the necessary steps to be in compliance with such requirements (either of which shall constitute "TOPA Compliance").

Accomplishing TOPA Compliance requires Delivery to the Settlement Agent of specific documentation satisfactory to the title insurance underwriter, including, but not limited to the following:

1. Copies of required TOPA Notices and evidence of their Delivery in compliance with DC Code §42-3404 et seq. ,:
- and
2. Collectively completed and executed TOPA Affidavits and/or Assignments executed by all Tenants (as required by the title insurer), evidencing that all Tenants have elected to not exercise their right to purchase and their right of first refusal, and have not assigned said rights, or that they have assigned their TOPA rights to Seller or Buyer for consideration.

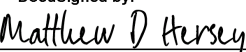
In the event that Seller has not accomplished TOPA Compliance, by 21 days following the Date of Ratification ("Deadline"), Buyer may, at any time thereafter, but prior to Seller accomplishing TOPA Compliance, deliver Notice to Seller declaring this contract void. If Buyer Delivers such Notice, this Contract will become void at 6:00 p.m. on the third day following Delivery of Buyer's Notice, unless prior to that date and time Seller has accomplished TOPA Compliance.

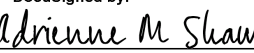
C. General Provisions:

Seller shall keep Buyer and Agents apprised of all negotiations, correspondence, Contracts and other developments with respect to negotiations with Tenant(s). All actions required hereunder to be taken by Seller shall be taken in accordance with District of Columbia law and regulations.

4. SETTLEMENT: Buyer and Seller acknowledge that Seller must accomplish TOPA Compliance prior to the Settlement Date. If Settlement does not occur on the Settlement Date due to Seller not having accomplished TOPA Compliance, and Seller is not in Default, then the Settlement Date shall automatically be extended to the date which is the third Business Day following the date Seller accomplishes TOPA Compliance, unless otherwise agreed by Buyer and Seller. Buyer and Seller further agree that Buyer's obligation to complete Settlement ☒ **IS** or ☐ **IS NOT (choose one)** contingent upon Seller delivering the Property vacant and free of tenancies at Settlement.

5. BUYER ACKNOWLEDGEMENT: Buyer acknowledges that as an owner of rental property in the District of Columbia there are a number of legal issues/requirements they, as an owner should be aware of, including but not limited to: rental registration requirements, landlord/tenant rights and obligations, business license requirements, rent control, tenant opportunity to purchase and right of first refusal, the District's opportunity to purchase (5 or more units), and the eviction process. Buyer is advised to consult the District of Columbia and/or obtain legal counsel regarding such matters.

DocuSigned by:

 Seller 4/11/2018 | 11:40 AM EDT
 Date Buyer Date
 381AAAC77EF48E...
Matthew D Hersey

DocuSigned by:

 Seller 4/11/2018 | 1:40 PM EDT
 Date Buyer Date
 41BF8E879084BC...
Adrienne M Shaw