



Pre-qualification Letter

Borrowers: Amalia Himaya

Address: TBD (4 unit)

Date: 11/12/23	Qualifying Interest Rate: 8.500%	Sales Price: \$1,000,000
Loan Type: Conforming 30 Fixed	Base Loan Amount: \$950,000	Secondary Financing: \$
Loan Term: 360	Total Loan Amount: \$950,000	Loan-to-value: 95%

We are pleased to inform you that your pre-qualification request for a mortgage has been reviewed and has received an approve recommendation from an automated underwriting system, subject to certain terms and conditions. The terms and conditions include, but are not limited to, the following:

Complete verification of all information provided in your request. Differences between what is verified and what was provided to us may affect the amount and terms of the mortgage for which you qualify.

- Verification of income stated in your request, per lender's/investor's guidelines.
- Evidence of sufficient funds for closing and any other required cash reserves from acceptable sources. You must contribute from your own funds any portion of the down payment required by the guidelines of the specific loan program. Contingent on sale and settlement of current home.
- Satisfactory property appraisal, with all conditions to be satisfied prior to closing (to be ordered by lender).
- Private mortgage insurance approval (if the loan-to-value exceeds 80.00% and is required by the guidelines of the specific loan program).
- Any other conditions as determined by lender's/investor's underwriting guidelines.
- The final terms and conditions will be determined after receipt of a valid signed sales agreement or signed construction contract, with all appropriate addenda, is obtained, and a Residential Mortgage Application for a specific property is completed.
- This pre-qualification is contingent upon receipt and review of satisfactory Customer Identification Program documentation as required by the USA Patriot Act.

Any changes to your credit history, employment, and/or assets may cause this pre-qualification to be revoked. The completed mortgage application and property must meet all requirements of the particular loan program for which you apply. This pre-qualification will expire in 60 days.

Thank you for choosing Fulton Mortgage Company for your mortgage financing.

Sincerely,

Christopher Ryan

Christopher Ryan

NMLS#537409

301-335-6082

cryan@fultonmortgagecompany.com



GCAAR Sales Contract

TIME IS OF THE ESSENCE AS TO ALL TERMS OF THIS CONTRACT.

The SALES CONTRACT ("Contract") is made on 11/21/2023 ("Date of Offer") between Amalia Himaya ("Buyer") and 3927 9th Street NE Llc ("Seller") who, among other things, hereby confirm and acknowledge by their initials and signatures herein that by prior disclosure in this real estate transaction Demers Real Estate, Inc. ("Listing Company") represents Seller, and Samson Properties ("Selling Company") represents Buyer OR Seller. The Listing Company and Selling Company are collectively referred to as "Broker." (If Broker is acting as a dual representative for both Seller and Buyer, then the appropriate disclosure form is attached to and made a part of this Contract.) In consideration of the mutual promises and covenants set forth below, and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **REAL PROPERTY:** Buyer will buy and Seller will sell for the sales price ("Sales Price"), Seller's entire interest in the real property (with all improvements, rights and appurtenances) described as follows ("Property"):

Street Address 3927 9th St NE
Unit # _____ City Washington State DC Zip Code 20017
Condominium/Cooperative Project Name _____
Parking Space(s) # _____ Storage Unit(s) # _____
Legal Description: Lot(s) 10 Block/Square 3818 Section _____
Subdivision Brookland Tax Account # 3818//0010

2. **JURISDICTIONAL ADDENDUM:** The following Jurisdictional Addendum, if ratified and attached, is made a part of this Contract. Jurisdictional Addendum for District of Columbia Montgomery County, MD

3. **PRICE AND FINANCING:** (All percentages refer to percent of Sales Price.)

A. Down Payment		<u>5</u> %
B. Financing	1. First Trust (if applicable)	<u>95</u> %
	2. Second Trust (if applicable)	_____ %
	3. Seller Held Trust	_____ %
	(if applicable, addendum attached)	
	TOTAL FINANCING	<u>95</u> %
	SALES PRICE	\$ 970,000.00 \$990,000.00

C. **First Deed of Trust** Purchaser will Obtain OR Assume a Fixed OR an Adjustable rate First Deed of Trust loan of the following type:

- Conventional** See Addendum Attached
- FHA** See Addendum Attached
- VA** See Addendum Attached
- This Contract is not contingent on Financing.**
- Other: _____

D. **Second Deed of Trust** Purchaser will Obtain OR Assume a Fixed OR an Adjustable rate Second Deed of Trust loan.

E. **Assumption** Assumption fee, if any, and all charges related to the assumption will be paid by the Buyer. If Buyer assumes Seller's loan(s): (i) Buyer and Seller will OR will not obtain a release of Seller's liability to the financial institution or U.S. Government for the repayment of the loan by Settlement, (ii) Buyer and Seller will OR will not obtain substitution of Seller's VA entitlement by Settlement. Balances of any assumed loans, secondary financing and cash down payments are approximate.

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- 4. **DEPOSIT:** Buyer's deposit ("Deposit") in the amount of \$20,000.00 shall be held by Aspen Title ("Escrow Agent"). Buyer has delivered OR will deliver the Deposit within 3 days after Date of Ratification ("Deposit Deadline"). (If the Property is in Maryland and Broker is the Escrow Agent, the Deposit must be delivered to Escrow Agent within 3 days of the Date of Ratification.) Should Buyer fail to deliver Deposit to Escrow Agent by the Deposit Deadline, as provided herein, Buyer will be in Default and Seller may, at Seller's option, Deliver Notice to Buyer declaring this Contract Void. Upon Delivery to Buyer of Seller Notice to Void Contract, all respective rights and obligations of the Parties arising under this Contract will terminate. Following Deposit Deadline, but prior to Seller Delivery of Notice to Void, Buyer may cure Default by Delivering the Deposit to Escrow Agent, upon which all terms and conditions of this Contract will remain in full force and effect.

The Deposit will be placed in an escrow account of the Escrow Agent after Date of Ratification in conformance with the laws and regulations of the appropriate jurisdiction and/or, if VA financing applies, as required by Title 38 of the U.S. Code. This account may be interest bearing and all parties waive any claim to interest resulting from the Deposit. The Deposit will be held in escrow until: (i) credited toward the Sales Price at Settlement; (ii) all parties have agreed in writing as to its disposition; (iii) a court of competent jurisdiction orders disbursement and all appeal periods have expired; or, (iv) disposed of in any other manner authorized by the laws and regulations of the appropriate jurisdiction. Seller and Buyer agree that Escrow Agent will have no liability to any party on account of disbursement of the Deposit or on account of failure to disburse the Deposit, except in the event of the Escrow Agent's gross negligence or willful misconduct.

- 5. **FUNDS DUE AT SETTLEMENT:** The balance of the funds due at Settlement from Buyer and/or Seller will be paid on or before the Settlement Date. Buyer and/or Seller shall verify with Settlement Agent how funds due at Settlement are to be paid. An assignment of funds shall not be used without prior written consent of all parties to the transaction.

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- 6. **SETTLEMENT:** Seller and Buyer will perform in accordance with the terms of this Contract ("Settlement") on January 05 2024 ("Settlement Date") except as otherwise provided in this Contract. Buyer selects Aspen Title ("Settlement Agent") to conduct the Settlement. Buyer agrees to contact the Settlement Agent within 10 Days after the Date of Ratification to schedule Settlement and to place a title order.

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- 7. **PROPERTY MAINTENANCE AND CONDITION:** Except as otherwise specified herein, Seller will deliver the Property at Settlement vacant, free and clear of trash and debris, broom clean and in substantially the same physical condition to be determined as of Date of Offer OR Date of home inspection OR Other: _____ . Failure to select an option in the preceding sentence shall be deemed an agreement to select the Date of Offer option. Seller will have all utilities in service through Settlement or as otherwise agreed. Seller will have smoke detectors and carbon monoxide detectors installed and operational prior to Settlement in accordance with the requirements of the jurisdiction in which the Property is located. Buyer and Seller will not hold Broker liable for any breach of this paragraph.

Buyer acknowledges, subject to Seller acceptance, that this Contract may be contingent upon home inspection(s) and/or other inspections to ascertain the physical condition of the Property. If Buyer desires one or more inspection contingencies, such contingencies must be included in an addendum to this Contract.

This Contract is contingent upon home inspection(s) and/or other inspections. (Addendum Attached)
OR

Buyer declines the opportunity to make Contract contingent upon home inspection(s) and/or other inspections.

Buyer acknowledges that except as otherwise specified in this Contract, the Property, including electrical, plumbing, existing appliances, heating, air conditioning, equipment and fixtures shall convey in its **AS-IS CONDITION** as of the date specified above. Buyer further acknowledges that neither Brokers and/or their agents nor subagents are responsible for Property defects.

- 8. **ACCESS TO PROPERTY:** Seller will provide Broker, Buyer, inspectors representing Buyer and representatives of lending institutions for Appraisal purposes reasonable access to the Property to comply with this Contract. In addition, Buyer and/or Buyer's representative will have the right to make a final inspection within 5 days prior to Settlement and/or occupancy, unless otherwise agreed to by Buyer and Seller.

- 9. **INCLUSIONS/EXCLUSIONS:** The Property includes the personal property and fixtures as defined and identified in the attached Inclusions/Exclusions Disclosure and Addendum.

- 10. **HOME WARRANTY:** Yes OR No
Home warranty policy paid for and provided at Settlement by: Buyer OR Seller
Cost not to exceed \$ _____. Warranty provider to be _____.

11. **BUYER'S REPRESENTATIONS:** Buyer will OR will not occupy the Property as Buyer's principal residence. Unless specified in a written contingency, neither this Contract nor the financing is dependent or contingent on the sale and settlement or lease of other real property. The Selling Company is OR is not authorized to disclose to the Listing Company, Seller and any lender the appropriate financial or credit information statement provided to the Selling Company by Buyer. Buyer acknowledges that Seller is relying upon all of Buyer's representations, including without limitation, the accuracy of financial or credit information given to Seller, Broker or the Lender by Buyer.
12. **WOOD-DESTROYING INSECT INSPECTION:** Buyer at Buyer's expense may choose to obtain a wood-destroying insect ("WDI") inspection of the Property by a licensed pest control firm. If Buyer elects to do so, Buyer will furnish to Seller a written report from the licensed pest control firm showing that all dwelling(s) and/or garage(s) within the Property are free of visible evidence of any live WDI, and free from visible WDI damage. Any treatment for live WDI and/or repairs for WDI damage recommended in the licensed pest control firm's report will be made at Seller's expense. Said treatment shall be completed by a licensed pest control firm and said repairs shall be completed by a contractor licensed in the appropriate jurisdiction. Seller will provide written evidence of such treatment and/or repair prior to Settlement which shall satisfy the requirements of this Paragraph.
13. **LEAD-BASED PAINT REGULATIONS:** Federal law requires sellers of properties built before 1978 to provide buyers with the required federal disclosure regarding lead paint (GCAAR form "Lead Paint--Federal Disclosure") and the EPA pamphlet "Protect Your Family from Lead in Your Home". In addition, for District of Columbia properties built before 1978, sellers are required to provide buyers the District of Columbia Lead Disclosure (GCAAR form "Lead Paint-- DC Disclosure") and for Maryland properties built before 1978, sellers are required to provide buyers the Maryland Lead Disclosure (GCAAR form "Maryland Lead Poisoning Prevention Program Disclosure"). A seller who fails to provide the required local and federal lead-based paint forms, including the EPA pamphlet, may be liable under the law for three times the amount of damages and may be subject to both civil and criminal penalties. Seller and any agent involved in the transaction are required to retain a copy of the completed lead-based paint disclosure forms for a period of six (6) years following the date of Settlement. If the dwelling(s) was built prior to 1978 or if the building date is uncertain and the Property is not exempt from the Residential Federal Lead-Based Paint Hazard Reduction Act of 1992, this Contract is voidable by Buyer until Buyer acknowledges receipt of the required federal lead-based paint form, including the EPA pamphlet, and DC Lead Disclosure or Maryland Lead Disclosure if applicable, and has either taken the opportunity to incorporate a Lead-Based Paint Inspection contingency or waived such right. Until said acknowledgement occurs, Buyer retains the right to unconditionally, and without risk of loss of Deposit or other adverse effects, declare Contract void. Seller and Buyer acknowledge by their respective initials below that they have read and understand the provisions of this Paragraph.

Seller's Initials / _____Buyer's Initials / _____**Completed Lead-Based Paint forms are attached.** Yes No N/A

In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvements on the Property were built before 1978, contractor(s) engaged by Seller to renovate, repair or paint the Property must be certified by the EPA where such work will disturb more than six square feet of lead-based paint per room for interior projects, more than 20 square feet of lead-based paint for any exterior project, or includes window replacement or demolition ("Covered Work"). Before and during any Covered Work, contractor(s) must comply with all requirements of the RRP. A seller who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for a seller who personally performs Covered Work on a seller's principal residence. However, seller has the ultimate responsibility for the safety of seller's family or children while performing such Covered Work. For detailed information regarding the RRP, Seller should visit <http://www2.epa.gov/lead/renovation-repair-and-painting-program>. The Seller and Buyer acknowledge that they have read and understand the provisions of this section.

Seller's Initials / _____Buyer's Initials / _____

14. **FINANCING APPLICATION:** If this Contract is contingent on financing, Buyer will make written application for the Specified Financing and any Lender required property insurance no later than 7 days after the Date of Ratification. Buyer grants permission for the Selling Company and the Lender to disclose to the Listing Company and Seller general information about the progress of the loan application and loan approval process. If Buyer fails to settle except due to any Default by Seller, then the provisions of the DEFAULT paragraph shall apply. Seller agrees to comply with reasonable Lender requirements except as otherwise provided in the LENDER REQUIRED REPAIRS paragraph of the applicable financing contingency addendum.
15. **DAMAGE OR LOSS:** The risk of damage or loss to the Property by fire, act of God, or other casualty remains with Seller until the execution and delivery of the Deed of conveyance to Buyer at Settlement.

16. TITLE: The title report and survey if required, will be ordered pursuant to the terms in the Settlement Paragraph. If such report and survey are not available on the Settlement Date, and were ordered as required, Settlement may be delayed for up to 10 Business Days to obtain the title report and survey after which date this Contract, at the option of Seller, may be declared void, and the Deposit will be refunded in full to Buyer. Fee simple title to the Property, and everything that conveys with it, will be sold free of liens, except for any loans assumed by Buyer. Title is to be good of record, marketable, and insurable by a licensed title insurance company with no additional risk premium. Title will be subject to easements, covenants, conditions and restrictions of record in existence as of Date of Ratification ("Required Condition"). If, as determined by the Settlement Agent, title is not in the Required Condition by the Settlement Date, said date shall automatically be extended by 30 days ("Extended Settlement Date"), and Seller shall promptly take all action necessary to place title in the Required Condition prior thereto at Seller's expense. If title is not in the Required Condition by the Extended Settlement Date, then Buyer may Deliver Notice to Seller declaring this Contract void.

Broker or any agents, subagents or employees of Broker, and Settlement Agent are not advising the parties as to certain issues, including without limitation: land use; lot size and exact location; and possible restrictions of the use of the Property due to restrictive covenants, easements, zoning, subdivision, or environmental laws. Broker or any agents, subagents or employees of Broker, and Settlement Agent are hereby expressly released from all liability for damages by reason of any defect in the title.

The manner of taking title may have significant legal and tax consequences. Buyer is advised to seek the appropriate professional advice concerning the manner of taking title. Seller will convey the Property by Special Warranty Deed or by Personal Representative's Deed in the event Seller is a decedent's estate. 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 payoff or assumption information from any existing lenders.

Unless otherwise agreed to in writing, Seller will pay any governmental special assessments and will comply with all orders or notices of violations of any county or local authority, condominium unit owners' association, and/or homeowners' association or actions in any court on account thereof, against or affecting the Property on the Settlement Date. The parties authorize and direct the Settlement Agent to provide a copy of the Combined Settlement Statement to Seller, Buyer, Listing Company, Selling Company, Homeowner/Condominium Association, Relocation Company and/or any third-party payees reflected on the Settlement Statement.

The parties acknowledge that, under certain circumstances, when a property is substantially renovated or modified or its usage is changed, a Certificate of Occupancy or a Final Inspection Certification may be required prior to use and occupancy of the property. Additional information on these requirements can be obtained at <https://code.dccouncil.us/dc/council/code/sections/6-641.09.html> for properties located in the District of Columbia and at https://codelibrary.amlegal.com/codes/montgomerycounty/latest/montgomeryco_md/0-0-0-3515#JD_8-28 for properties located in Montgomery County, MD. In the event a local authority requires the issuance of a Certificate of Occupancy or a Final Inspection Certificate, the Seller agrees to provide evidence thereof.

- 17. POSSESSION DATE:** Unless otherwise agreed to in writing between Seller and Buyer, Seller will give possession of the Property at Settlement, including delivery of keys, fobs, and codes, if any. If Seller fails to do so and occupies the Property beyond Settlement, Seller will be a tenant at sufferance of Buyer and hereby expressly waives all notice to quit as provided by law. Buyer will have the right to proceed by any legal means available to obtain possession of the Property. Seller will pay any damages and costs incurred by Buyer including reasonable Legal Expenses.
- 18. FEES:** Fees for the preparation of the Deed, that portion of the Settlement Agent's fee billed to Seller, costs of releasing existing encumbrances, Seller's legal fees and any other proper charges assessed to Seller will be paid by Seller. Fees for the title exam (except as otherwise provided), survey, recording (including those for any purchase money trusts) and that portion of the Settlement Agent's fee billed to Buyer, Buyer's legal fees and any other proper charges assessed to Buyer will be paid by Buyer. Fees to be charged will be reasonable and customary for the jurisdiction in which the Property is located. (Recording and Transfer Taxes are covered in the appropriate jurisdictional addendum.)
- 19. BROKER'S FEE:** 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 Broker's Fee offered by the Listing Company to the Selling Company as set forth in the multiple listing service as of the Date of Offer, and any remaining amount of the Broker's Fee to the Listing Company.
- 20. ADJUSTMENTS:** Proratable charges, including but not limited to, rents, taxes, water and sewer charges, front foot benefit and house connection charges, condominium/cooperative unit owners' association and/or homeowners' association regular periodic assessments, are to be adjusted to the Settlement Date. Any heating or cooking fuels remaining in supply tank(s) at Settlement will become the property of Buyer. Taxes are to be adjusted according to the information provided by the collector of taxes. If a loan is assumed, interest will be adjusted to the Settlement Date and Buyer will reimburse Seller for any existing escrow accounts.

- 21. DISPUTES:** In the event of any dispute between Seller and Broker and/or Buyer and Broker resulting in Broker or any agents, subagents or employees of Broker being made a party to such dispute, including but not limited to, any litigation, arbitration, or complaint and claim before the applicable Real Estate Commission, whether as defendant, cross-defendant, third-party defendant or respondent, Seller and Buyer, jointly and severally, agree to indemnify and hold Broker and any agents, subagents and employees of Broker harmless from any liability, loss, cost, damage or expense (including but not limited to, filing fees, service of process fees, transcript fees and Legal Expenses), resulting therefrom, provided that such dispute does not result in a judgment or decision against Broker, Broker's agents, subagents or employees for acting improperly.
- 22. LEGAL EXPENSES:**
- A. In any action or proceeding between Buyer and Seller based, in whole or in part, upon the performance or non-performance of the terms and conditions of this Contract, including but not limited to, breach of contract, negligence, misrepresentation or fraud, the prevailing party in such action or proceeding shall be entitled to receive reasonable Legal Expenses from the other party as determined by the Court or arbitrator.
- B. In the event a dispute arises resulting in Broker (as used in this paragraph to include any agent, subagent or employee of Broker) and/or Settlement Agent being made a party to any litigation by Buyer or by Seller, the parties agree that the party who brought Broker and/or Settlement Agent into litigation shall indemnify Broker and/or Settlement Agent for all reasonable Legal Expenses incurred, unless the litigation results in a judgment against Broker and/or Settlement Agent.
- 23. PERFORMANCE:** Delivery of the required funds and executed documents to the Settlement Agent will constitute sufficient tender of performance. Funds from this transaction at Settlement may be used to pay off any existing liens and encumbrances, including interest, as required by lender(s) or lienholders.
- 24. SELLER RESPONSIBILITY:** Seller agrees to keep existing mortgages free of default through Settlement. All violations of requirements noted or issued by any governmental authority, or actions in any court on account thereof, against or affecting the Property at Settlement, shall be complied with by Seller and the Property conveyed free thereof.
- 25. DEFAULT:** Buyer and Seller agree to perform at Settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to complete Settlement for any reason other than Default by Seller, at the option of Seller, the Deposit may be forfeited as liquidated damages (not as a penalty) in which event Buyer will be relieved from further liability to Seller. If Seller does not elect to accept the Deposit as liquidated damages, the Deposit may not be the limit of Buyer's liability in the event of a Default. If the Deposit is forfeited, or if there is an award of damages by a court or a compromise agreement between Seller and Buyer, Broker may accept and Seller agrees to pay Broker one-half of the Deposit in lieu of the Broker's Fee, (provided Broker's share of any forfeited Deposit will not exceed the amount due under the listing agreement).
- If Seller fails to perform or comply with any of the terms and conditions of this Contract or fails to complete Settlement for any reason other than Default by Buyer, Buyer will have the right to pursue all legal or equitable remedies, including specific performance and/or damages.
- If either Seller or Buyer refuses to execute a release of Deposit ("Release") when requested to do so in writing and a court finds that such party should have executed the Release, the party who so refused to execute the Release will pay the expenses, including without limitation, reasonable Legal Expenses, incurred by the other party in the litigation. Seller and Buyer agree that Escrow Agent will have no liability to any party on account of disbursement of the Deposit or on account of failure to disburse the Deposit, except in the event of the Escrow Agent's gross negligence or willful misconduct. The parties further agree that the Escrow Agent will not be liable for the failure of any depository in which the Deposit is placed and that Seller and Buyer each will indemnify, defend and save harmless the Escrow Agent from any loss or expense arising out of the holding, disbursement or failure to disburse the Deposit, except in the case of the Escrow Agent's gross negligence or willful misconduct.
- If either Buyer or Seller is in Default, then in addition to all other damages, the defaulting party will immediately pay the Broker's Fee in full, as well as the costs incurred for the title examination, Appraisal, and survey.
- 26. DISCLOSURES TO THE PARTIES:** Buyer and Seller should carefully read this Contract to be sure that the terms accurately express their respective understanding as to their intentions and agreements. By signing this Contract, Buyer and Seller acknowledge that they have not relied on any representations made by Brokers, or any agents, subagents or employees of Brokers, except those representations expressly set forth in this Contract. Further, Brokers or any agents, subagents or employees of Broker, and Settlement Agent do not assume any responsibility for the performance of this Contract by any or all parties hereto. Broker can counsel on real estate matters, but if legal advice is desired by either party, such party is advised to seek legal counsel. Buyer and Seller are further advised to seek appropriate professional advice concerning the condition of the Property or tax and insurance matters. The following provisions disclose some matters which the parties may investigate further. These disclosures are not intended to create a contingency. Any contingency must be specified by adding appropriate terms to this Contract. The parties acknowledge the disclosures contained herein and that Broker or any agents, subagents or employees of Broker, and Settlement Agent make no representations nor assume any responsibility with respect to the following:

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- A. PROPERTY CONDITION** Various inspection services and home warranty insurance programs are available. Broker is not advising the parties as to certain other issues, including without limitation: condition of real or personal property, water quality and quantity (including but not limited to, lead and other contaminants); sewer or On-Site Sewage Disposal System ("Septic"); public utilities; soil condition; flood hazard areas; airport or aircraft noise; roads or highways; and construction materials and/or hazardous materials, including without limitation, flame-retardant treated plywood (FRT), radon, urea formaldehyde foam insulation (UFFI), mold, polybutylene pipes, synthetic stucco (EIFS), underground storage tanks, defective Chinese drywall, asbestos and lead-based paint. Information relating to these issues may be available from appropriate government authorities.
- B. LEGAL REQUIREMENTS** All contracts for the sale of real property must be in writing to be enforceable. Upon ratification and Delivery, this Contract becomes a legally binding agreement. Any changes to this Contract must be made in writing, agreed to by all parties to the Contract, and Delivered to all parties for such changes to be enforceable.
- C. FINANCING** Mortgage rates and associated charges vary with financial institutions and the marketplace. Buyer has the opportunity to select the lender and the right to negotiate terms and conditions of the financing subject to the terms of this Contract.
- D. BROKER** Buyer and Seller acknowledge that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector or other professional service provider. Broker may from time to time engage in the general insurance, title insurance, mortgage loan, real estate settlement, home warranty and other real estate-related businesses and services. Therefore, in addition to the Broker's Fee specified herein, Broker may receive compensation related to other services provided in the course of this transaction pursuant to the terms of a separate agreement/disclosure.
- E. PROPERTY TAXES** Buyer is advised that the property tax bill could substantially increase following Settlement. For more information on property taxes, contact the appropriate taxing authority in the jurisdiction where the Property is located.
- F. PROPERTY INSURANCE** Obtaining property insurance is typically a requirement of the lender in order to secure financing. Insurance rates and availability are determined in part by the number and nature of claims and inquiries made on a property's policy as well as the number and nature of claims made by a prospective buyer. Property insurance has become difficult to secure in some cases. Seller should consult an insurance professional regarding maintaining and/or terminating insurance coverage.
- G. TITLE INSURANCE** Buyer may, at Buyer's expense, purchase owner's title insurance. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by the extent of its coverage. Buyer may purchase title insurance at either "standard" or "enhanced" coverage and rates. For purposes of owner's policy premium rate disclosure by Buyer's Lender(s), if any, and Settlement Agent, Buyer and Seller require that enhanced rates be quoted. Buyer understands that nothing herein obligates Buyer to obtain any owner's title insurance coverage at any time, including at Settlement, and that the availability of enhanced coverage is subject to underwriting criteria of the title insurer.
- 27. ASSIGNABILITY:** This Contract may not be assigned without the written consent of Buyer and Seller. If Buyer and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until Settlement.
- 28. FOREIGN INVESTMENT TAXES – FIRPTA:** Section 1445 of the United States Internal Revenue Code of 1986 provides that a buyer of a residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00) or the purchase price is less than or equal to Three Hundred Thousand Dollars (\$300,000.00) and the property will not be owner occupied, and (b) seller is a foreign person for purposes of U.S. income taxation. A foreign person includes, but is not limited to, a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations). In the event Seller is a foreign person (as described above), the Seller will be subject to the withholding provisions of FIRPTA. If Seller is not a foreign person, Seller agrees to execute an affidavit to this effect at Settlement.
- 29. DEFINITIONS:**
- A.** "Appraisal" means a written appraised valuation of the Property.
- B.** "Day(s)" or "day(s)" means calendar day(s) unless otherwise specified in this Contract.
- C.** "Business Days", whenever used, means Monday through Friday, excluding federal holidays.
- D.** For the purpose of computing time periods, the first Day will be the Day following Delivery and the time period will end at 6 p.m. on the Day specified.
- E.** If the Settlement Date falls on a Saturday, Sunday, or legal holiday, then the Settlement will be on the prior Business Day.
- F.** "Date of Ratification" This Contract shall be deemed ratified when the Contract, all addenda and any modifications thereto have been signed and initialed, where required, by all parties, and Delivered to the other party pursuant to the Notices paragraph.
- G.** The masculine includes the feminine and the singular includes the plural. "Buyer" means "Purchaser" and vice versa.
- H.** "Legal Expenses" means attorney fees, court costs, and litigation expenses, if any, including but not limited to, expert witness fees and court reporter fees.
- I.** "Specified Financing" means the financing as set forth in the financing addendum attached hereto.
- 30. NOTICES AND DELIVERY:** "Notice" means a unilateral communication from one party to another. All Notices required under this Contract will be in writing. Notices to Seller shall be effective when Delivered to Seller or Seller's Agent named in the Contract or that Agent's supervising manager. Notices to Buyer shall be effective when Delivered to Buyer or Buyer's Agent named in the Contract or that Agent's supervising manager.

"Delivery" means sent by wired or electronic medium which produces a tangible record of the transmission (such as fax or e-mail which includes an attachment with an actual copy of the executed instruments being transmitted), hand carried, sent by overnight delivery service or U.S. Postal mailing. In the event of overnight delivery service, Delivery will be deemed to have been made on the next Business Day following the sending, unless earlier receipt is acknowledged in writing. In the event of U.S. Postal mailing, Delivery will be deemed to have been made on the third Business Day following the mailing, unless earlier receipt is acknowledged in writing.

Resale packages may be Delivered by Seller or Seller's Agent through an electronic link provided by the management association. For the purposes of Delivery of resale packages for Condominiums, Cooperatives and/or Homeowner's Associations as may be required in a separate addendum, Delivery may be made to Buyer or Buyer's Agent named in the Contract or to that Agent's supervising manager.

- 31. **MISCELLANEOUS:** This Contract may be signed in one or more counterparts, each of which is deemed to be an original, and all of which together constitute one and the same instrument. Documents obtained via fax or as a PDF attachment to an email will also be considered as originals. Typewritten or handwritten provisions included in this Contract will supersede all pre-printed provisions that are in conflict.
- 32. **VOID CONTRACT:** If this Contract becomes void and of no further force and effect, without Default by either party, both parties will immediately execute a Release directing that the Deposit be refunded in full to Buyer according to the terms of the DEPOSIT paragraph.
- 33. **ENTIRE AGREEMENT:** This Contract will be binding upon the parties and each of their respective heirs, executors, administrators, successors and permitted assigns. The provisions not satisfied at Settlement will survive the delivery of the Deed and will not be merged therein. This Contract, unless amended in writing, contains the final and entire agreement of the parties and the parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. The interpretation of this Contract will be governed by the laws of the jurisdiction where the Property is located.

DocuSigned by:
 Seller Joseph Zimmerman 11/25/2023 Date Buyer Amalia Himaya 11/22/2023 Date
60F2E13160E7451...

Seller _____ Date _____ Buyer _____ Date _____

For informational purposes only:

<p align="center">Date of Ratification (see DEFINITIONS)</p> <p align="center">November 29, 2023</p>
--

Seller's Address _____ Buyer's Address _____

Seller's Email Address _____ Buyer's Email Address _____

Seller's Telephone Number _____ Buyer's Telephone Number _____

Listing Company's Name and Address: Demers Real Estate, Inc. Selling Company's Name and Address: Samson Properties
222 19th Street NW #200 5021 Wilson Ln Bethesda MD 20814

Office # (202) 232-0950 Office # 301.941.7162

Agent Name Eddie Moy Jonathan Wilson Agent Name Matthew Dubbaneh

Agent Cell # 2-528-0338 Agent Cell # (240) 271-7778

Agent Email Address emb2014888@gmail.com Agent Email Address matt@onestreet.one

Agent License # and Jurisdiction RA10683 BR683578 Agent License # and Jurisdiction SP200201016

Broker License # and Jurisdiction DEM1 Broker License # and Jurisdiction SAMP37

Team Leader/Agent _____ Team Leader/Agent _____

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ESCALATION CLAUSE

Regarding the Contract of Sale dated 11/21/2023 on Lot 10, Block/Square 3818,
 Unit _____ in the subdivision/condominium project known as Brookland
 located at 3927 9th St NE, Washington, DC 20017 between
Amalia Himaya (Buyer) and
3927 9th Street NE Llc (Seller), hereinafter referred
 to as "Offer":

The following provisions are incorporated into the referenced Offer and shall supersede any provisions to the contrary contained in said Offer:

1. **ESCALATION TERMS:** The following terms will apply to increase the Sales Price in this Offer:
 - A. **Escalating Factor:** In the event that Seller receives one or more additional bona fide offers to purchase the Property with terms acceptable to Seller ("Other Offers"), but which result in net proceeds of sale payable to the Seller equal to or greater than the net proceeds of sale payable to the Seller under this Offer, then the sales price stated in this Offer shall automatically increase to an amount which generates net proceeds of sale to Seller equal to \$ 2,500.00 ("Escalating Factor") in excess of the highest net proceeds of sale generated in such Other Offers.
 - B. **Cap:** The sales price under this Offer shall not exceed \$ 990,000.00 ("Cap"). A "no-cap" sales price may not be used to escalate any other offer.
 - C. **Documentation:** In the event that Other Offers cause the escalation of the Sales Price in this Offer, Seller shall provide to Buyer a copy of Other Offer including documentation which affects Sellers' net proceeds, used to justify the escalated Sales Price.
 - D. **Multiple Escalations:** The Buyer acknowledges that the Escalating Factor of this Offer and the Escalating Factors of Other Offers may result in multiple escalations and, in some cases, escalation to the Cap.

2. **ESCALATION INCREASE PROCEDURE:** If the Buyer will be financing a portion of the Sales Price and this Escalation Clause causes an increase in the Sales Price under this Offer, (check one):

The loan amount provided for in this Offer shall remain the same, and the Buyer shall pay any increase in cash at the time of settlement

OR

The Down Payment amount provided for in this Offer shall remain the same, and any increase shall be added to the loan amount

OR

The loan amount provided for in this Offer shall automatically increase to be _____% of the new Sales Price of the Property

OR

The loan amount shall not exceed \$ _____ and the Buyer shall pay any amount of the increase in Sales Price which is not included in the loan amount in cash at the time of settlement.

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- 3. **TERMINATION:** The terms contained herein are for the use and purpose of obtaining a mutually agreeable Sales Price and shall be deemed satisfied and will terminate upon ratification of a Contract for the above-captioned property.
- 4. **DISCLAIMER:** Buyer acknowledges and affirms that this Offer and Escalation Clause has been made of his/her own volition and at his/her own discretion and Buyer agrees to hold agents and their Brokers harmless with regard to negotiation of the Sales Price. In the event Other Offers are presented on this Property, Buyer acknowledges that a copy of the documents constituting this Offer may be provided to the parties making such Other Offers.
- 5. **ACCEPTANCE OF COUNTEROFFER:** In the event that the Seller agrees to accept a Sales Price within the terms of this Offer and pursuant to this escalation clause, the Seller will submit to the Buyer a copy of this Offer, with the Sales Price adjusted according to the escalation provisions contained herein, having been fully executed by the Seller ("Counteroffer"). Acceptance of the Counteroffer will occur upon counter signature and initial of the modified terms of this Offer, by the Buyer, and delivery to the Seller of the fully ratified Contract.

Amdia Himaya _____ 11/22/2023 _____
 Buyer Date

 Buyer Date

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Addendum of Clauses—A

(For use with GCAAR Sales Contract and MR Residential Contract of Sale)

The Contract of Sale dated 11/21/2023 between Amalia Himaya
 _____ (Buyer) and 3927 9th Street NE Llc
 _____ (Seller) for the purchase of the real property located at Address
3927 9th St NE Unit # _____
 City Washington State DC Zip Code 20017 is hereby amended by the incorporation of
 this Addendum, which shall supersede any provisions to the contrary in the Contract.

It is agreed that only the numbered paragraphs which are checked and initialed by all parties shall be made a part of said Contract.

1. **SELLER'S CREDIT(S) TO BUYER:** In addition to any other amount(s) the Seller has agreed to pay under other provisions of this Contract, Seller shall credit Buyer at the time of Settlement with the sum of \$ ~~20,000.00~~ \$30,000 OR _____% of Sales Price towards Buyer's settlement costs. 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.

2. **INSPECTION CONTINGENCY:** This Contract is contingent until 6 p.m. on the 10 Day after the Date of Ratification ("Deadline") for inspections of the Property, not including radon, lead-based paint, private water supply systems ("Well") and on-site sewage disposal systems ("Septic") inspections (which require separate contingencies), by Buyer, a home inspection firm and/or other representative(s) at Buyer's discretion and expense. Seller will have all utilities in service at the time of inspection(s).

Select options(s) A, B, OR BOTH below. Failure to select either A or B below will result in BOTH being selected.

A. **RIGHT TO NEGOTIATE:** This right will terminate at the Deadline unless by the Deadline Buyer Delivers to Seller a copy of the report(s) from the inspection(s) of the Property together with a Home Inspection Notice (GCAAR Form "Home Inspection Contingency Notice and/or Addendum") listing home inspection conditions or items that Buyer requires Seller to repair, and/or stipulating a dollar credit, as allowed by Lender, to be paid at Settlement by Seller toward Buyer's charges to buy the Property. Upon such Delivery, **2.B.**, if selected below, shall **NO LONGER** be an option.

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

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

- 1) Deliver Notice accepting the terms contained in the other party's Notice; **OR**
- 2) Deliver Notice continuing negotiations by making another offer; **OR**
- 3) Deliver Notice that this Contract will become void at 6 p.m. on the 3rd Day following Delivery, **UNLESS** the recipient Delivers to the other party Notice of the acceptance of the last Delivered offer prior to that date and time, in which case this Contract will remain in full force and effect. Seller may not exercise this option as the first response to Buyer.

FAILURE OF EITHER PARTY TO RESPOND WITHIN 3 DAYS AFTER DELIVERY OF NOTICE FROM THE OTHER PARTY WILL RESULT IN ACCEPTANCE BY BOTH PARTIES OF THE TERMS OF THE MOST RECENT NOTICE.

B. **RIGHT TO CANCEL:** This right will terminate at the Deadline unless by the Deadline Buyer Delivers to Seller a Notice declaring this Contract void.

3. **ADDITIONAL "AS-IS" PROVISIONS:**

A. The following terms in this Contract are hereby amended (check all that apply):

- All clauses pertaining to delivery of the Property free and clear of trash and debris and broom clean are deleted.
- All clauses pertaining to termites and wood-destroying insects are deleted.
- All clauses pertaining to Well and/or Septic systems are deleted.
- All requirements for Seller to comply with orders or notices of violations of any Condominium Unit Owners' Association, and/or Homeowners' Association related to the physical condition of the Property are deleted.

B. Except as otherwise specified herein, the provisions of the Property Maintenance and Condition Paragraph will remain in full force and effect.

C. Seller will have smoke detectors and carbon monoxide detectors installed and operational prior to Settlement in accordance with the requirements of the jurisdiction in which the Property is located.

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4. **RADON INSPECTION CONTINGENCY:**



A. This Contract is contingent until 6 p.m. on the _____ Day after the Date of Ratification ("Deadline") to allow Buyer, at Buyer's discretion and expense, to have the Property inspected for the presence of radon. Inspection to be done by a testing firm listed with the National Radon Safety Board ("NRSB"), the National Environmental Health Association ("NEHA") or the National Radon Proficiency Program (NRPP) using a U.S. Environmental Protection Agency ("EPA") approved testing method. Testing and retesting devices, if applicable, to be placed and retrieved by an NRSB, NEHA, or NRPP-listed technician or their authorized subcontractor. This contingency will terminate at the Deadline unless by the Deadline, Buyer Delivers to Seller a copy of the radon testing report which confirms the presence of radon that equals or exceeds the action level established by the EPA together with either 1 or 2:

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

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

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

- Deliver Notice accepting the terms contained in the other party's Notice; OR
- Deliver Notice continuing negotiations by making another offer; OR
- Deliver Notice that this Contract will become void at 6 p.m. on the 3rd Day following Delivery, unless the recipient Delivers to the other party Notice of the acceptance of the last Delivered offer prior to that date and time, in which case this Contract will remain in full force and effect. Seller may not exercise this option as the first response to Buyer.

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

- 2) Notice declaring this Contract void.

B. FOR MONTGOMERY COUNTY CONTRACTS ONLY: Buyer MUST deliver test results by Deadline or this Contingency terminates and Seller is then mandated to perform a radon test and provide results to Buyer on or before Settlement Date, unless Seller is exempt from Radon Test Disclosure.

5. **HOLDING DEPOSIT CHECK; NOT TO BE USED FOR A MARYLAND TRANSACTION WHEN A REAL ESTATE BROKER IS THE ESCROW AGENT.** Escrow Agent shall hold Deposit check until _____ Days after Ratification, at which time said check shall be deposited.

6. **LICENSEE RELATIONSHIP DISCLOSURE:** _____ is a licensed real estate agent associated with _____ (Company) and is (check all that apply) the Buyer, the Seller, related to one of the parties hereto in the following way: _____ and may share in the Broker's Fee.

7. **ADDITIONAL PROVISIONS:**

~~All code enforcement violations will be cleared prior to settlement~~

_____ ^{DS} *JE AH*

All other terms of the Contract remain in full force and effect.

PARTIES ACKNOWLEDGE THEY HAVE BEEN AFFORDED THE OPPORTUNITY TO REVIEW AND INCORPORATE THE ADDITIONAL PROVISIONS CONTAINED IN ADDENDUM OF CLAUSES-B AND HAVE AGREED TO INCORPORATE ONLY THOSE PROVISIONS ATTACHED HERETO.

DocuSigned by:
Joseph Zimmerman 11/25/2023
Seller _____ Date
60F2E13160E7451...

Amalia Himaya 11/22/2023
Buyer _____ Date

Seller _____ Date

Buyer _____ Date

**US Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner**

OMB Approval No: 2502-0538
(exp. 11/30/99)

For Your Protection: Get a Home Inspection

Name of Seller 3927 9th Street NE Llc

Property Address 3927 9th St NE, Washington, DC 20017

What the FHA Does for Buyers... and What We Don't Do

What we do: FHA helps people become homeowners by insuring mortgages for lenders. This allows lenders to offer mortgages to first-time buyers and others who may not qualify for conventional loans. Because the FHA insures the loan for the lender, the buyer pays only a very low down-payment.

What we don't do: FHA does not guarantee the value or condition of your potential new home. If you find problems with your new home after closing, we can not give or lend you money for repairs, and we can not buy the home back from you.

That's why it's so important for you, the buyer, to get an independent home inspection. Before you sign a contract, ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Appraisals and Home Inspections are Different

As part of our job insuring the loan, we require that the lender conduct an FHA appraisal. An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. The lender does an appraisal for three reasons:

- to estimate the value of a house
- to make sure that the house meets FHA minimum property standards
- to make sure that the house is marketable

Appraisals are not home inspections.

I understand the importance of getting an independent home inspection. I have thought about this before I signed a contract with the seller for a home.

X *Amalia Himaya*

Signature & Date

11/22/2023

X

Signature & Date

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information than an appraisal--information you need to make a wise decision. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- evaluate the physical condition: structure, construction, and mechanical systems
- identify items that need to be repaired or replaced
- estimate the remaining useful life of the major systems, equipment, structure, and finishes

What Goes into a Home Inspection

A home inspection gives the buyer an impartial, physical evaluation of the overall condition of the home and items that need to be repaired or replaced. The inspection gives a detailed report on the condition of the structural components, exterior, roofing, plumbing, electrical, heating, insulation and ventilation, air conditioning, and interiors.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You should arrange to have a home inspection before you purchase your home. Make sure your contract states that the sale of the home depends on the inspection.



CONVENTIONAL FINANCING ADDENDUM

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

The Contract of Sale with an Offer Date of 11/21/2023 between _____
Amalia Himaya (Buyer) and _____
3927 9th Street NE Llc (Seller) for the purchase of the real property located at
Address 3927 9th St NE Unit # _____
City Washington State DC Zip Code 20017, is hereby amended by
the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

1. SPECIFIED FINANCING: The following loan(s) shall be the "Specified Financing":

FIRST DEED OF TRUST: Buyer will obtain **OR** assume a First Deed of Trust loan from the lender that issued the pre-approval letter, or from the lender to whom Buyer made or will make written application within 7 days of Date of Ratification as required by this Contract ("Lender"), in the amount of 95 % of Sales Price amortized over 30 years at a Fixed **OR** an Adjustable rate bearing (initial) interest of MRKT % per year or market rate available.

SECOND DEED OF TRUST: Buyer will obtain **OR** assume a Second Deed of Trust loan from the Lender, in the amount of _____ % of Sales Price amortized over _____ years at a Fixed **OR** an Adjustable rate bearing (initial) interest of _____ % per year or market rate available.

2. FINANCING CONTINGENCY: This Contract is contingent ("*Financing Contingency*") on Buyer's ability to obtain Specified Financing.

3. ALTERNATE FINANCING: This Financing Contingency shall not apply to any Alternate Financing. Buyer, at Buyer's election, may apply for alternate financing which includes but may not be limited to any change to the loan terms or change in Lender as described in the aforementioned Specified Financing paragraph above ("*Alternate Financing*") provided: (a) Buyer is qualified for alternate financing; (b) there is no additional expense to Seller; (c) the Settlement Date is not delayed; and (d) if Buyer fails to perform at Settlement except due to any Default by Seller, then the provisions of the DEFAULT paragraph shall apply.

4. SELLER'S OPTION TO VOID CONTRACT: Buyer shall Deliver by 6 p.m. 15 Days after Date of Ratification ("*Financing Deadline*") a conditional commitment for financing from Lender ("*Conditional Commitment*"). The Conditional Commitment shall include any outstanding conditions after initial underwriter review, such as final underwriting review/audit, final title review and other underwriting requirements, if any. The Conditional Commitment shall not contain any conditions for the verification of income, assets, employment, and/or obtaining a credit report, but may contain conditions for the re-verification of same.

Following the Financing Deadline, but until Buyer Delivers the Conditional Commitment to Seller, the Financing Contingency will continue and Seller may Deliver Notice to Buyer declaring this Contract Void.

Upon Delivery of the Conditional Commitment, the Financing Contingency will continue, and Seller may no longer Deliver Notice declaring the Contract Void under the Financing Contingency until the Settlement Date has passed.

If Settlement does not occur on or before the Settlement Date, and the Financing Contingency has not been removed, and the Buyer is not in Default, Settlement may occur any time thereafter. However, once the Settlement Date has passed and until Settlement has been completed, Seller may deliver Notice declaring this Contract Void, except in the case of Default by Seller.

5. REMOVAL OF CONTINGENCY: At any time prior to Seller Delivering Notice declaring the Contract Void, Buyer may remove this contingency by delivering to Seller evidence of Buyer's ability to complete settlement without obtaining the Specified Financing. **If Buyer removes the Financing Contingency but fails to complete Settlement by the Settlement Date for any reason not permitted by this Contract or as a result of any Default by Seller, then the provisions of the DEFAULT paragraph shall apply.**

6. FINANCING REJECTION: Buyer may Deliver Notice declaring the Contract Void if Buyer receives a written rejection for the Specified Financing from Lender and Delivers a copy of the written rejection to Seller.

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7. APPRAISAL CONTINGENCY: IF CONTRACT IS CONTINGENT UPON FINANCING AND SUCH SPECIFIED FINANCING IS DECLINED BASED UPON THE APPRAISAL, BUYER WILL NOT BE IN DEFAULT, EVEN IF THIS APPRAISAL CONTINGENCY HAS EXPIRED OR HAS BEEN REMOVED.

This Contract is **OR** is not contingent until 6:00 p.m. on the 15 day after the Date of Ratification ("Appraisal Deadline") for Buyer to obtain a written appraised valuation of the Property ("Appraisal") certifying the value of the Property to be no less than the Sales Price (check with Lender, if applicable, to confirm that Appraisal will be completed by the Appraisal Deadline). If neither box is checked, this Contract is contingent upon an Appraisal pursuant to this paragraph and the Appraisal Deadline is the Financing Deadline set forth above.

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

In the event that Buyer Delivers to Seller Buyer's Appraisal Notice by the Appraisal Deadline, the parties shall have until 6:00 p.m. on the 3rd Day after Delivery of the Notice ("Negotiation Period") to negotiate a mutually acceptable new Sales Price. At any time during the Negotiation Period, parties may make, modify, or alter as many Appraisal Notices as desired to reach mutually acceptable terms. Parties may agree on terms by both executing the Appraisal Notice and/or Addendum describing the agreed upon new Sales Price within the Negotiation Period.

If, at the end of the Negotiation Period, the parties are unable to reach an agreement, Buyer shall have the option to void this Contract by Delivering Notice to Seller by 6:00 p.m. on the 3rd Day following the end of the Negotiation Period, otherwise this appraisal contingency shall be removed, and this Contract will remain in full force and effect at the original Sales Price.

8. BUYER DEFAULT PROVISIONS: Buyer will be in Default if Settlement does not occur on the Settlement Date as a result of any of the following actions by Buyer:

- A. Failure to lock-in the interest rate(s) and the rate(s) increase so that Buyer does not qualify for such financing; **OR**
- B. Failure to comply with Lender's reasonable requirements in a timely and diligent manner; **OR**
- C. Application is made with an alternative lender other than the Lender as defined herein and that alternative lender fails to meet the Settlement Date; **OR**
- D. Does not have the down payment, closing fees and any other required funds; **OR**
- E. Makes any deliberate misrepresentations, material omissions or inaccuracies in financial information that results in the Buyer's inability to secure the financing; **OR**
- F. Failure to make application to Lender for the Specified Financing, or application for property insurance, within 7 days of Date of Ratification; **OR**
- G. Does or fails to do any act following the Date of Ratification that prevents Buyer from completing Settlement.

9. SALE/SETTLEMENT/LEASE OF OTHER PROPERTY: Unless specified in a written contingency, neither this Contract nor the financing is dependent or contingent on the sale and settlement or lease of other real property.

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

Buyer will Deliver Notice to Seller of Lender's required repairs and a request that Seller complete the repairs prior to settlement. Within 5 Days after Delivery of Buyer's Notice, Seller will Deliver Notice to Buyer as to whether or not Seller will make the repairs. Failure of Seller to Deliver Notice to Buyer within said timeframe shall be deemed an election by Seller to NOT make the repairs. If Seller Delivers Notice to Buyer electing to not make the repairs (or is deemed to have elected to not make the repairs), within 5 days Buyer shall Deliver Notice to Seller as to whether or not Buyer will make the repairs. If neither Seller nor Buyer has Delivered Notice within said timeframe agreeing to make the repairs, then this Contract will become void.

DocuSigned by:
Joseph Zimmerman 11/25/2023
Seller 60F2E13160E7451... Date

Amalia Himaya 11/22/2023
Buyer Date

Seller Date

Buyer Date



Tenancy Addendum for District of Columbia (5 or More Units)
(Required for use with Form #1313 where any Tenancy exists)

The Contract of Sale dated 11/21/2023 Address 3927 9th St NE
 Unit # _____, City Washington, State DC Zip 20017
 Between Seller 3927 9th Street NE Llc
 and Buyer Amalia Himaya

is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this contract.

- 1. BUYER ACKNOWLEDGEMENT:** Buyer acknowledges that there are a number of legal issues/requirements a landlord in the District of Columbia 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 Act, the District Opportunity to Purchase Act, and the eviction process. Additionally, Buyer is advised to consult the appropriate District of Columbia and/or obtain legal counsel regarding such matters.
- 2. TENANCY:** As provided in GCAAR Form #1313, District of Columbia Jurisdictional Disclosure and Addendum, the Property is/was at the time the Seller decided to sell subject to existing tenancy(ies) and/or lease(s) as follows (attach addendum for additional tenants):

Tenant Name(s)	Unit#	Current Rent	Copy of Lease Attached	Tenancy Conveys
<u>Joanne Blanco</u>	<u>1</u>	<u>\$1,400</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>Vacant</u>	<u>2</u>	<u>0</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>Ronald Thompson</u>	<u>3</u>	<u>\$1,350</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>Jenifer Reifsteck</u>	<u>4</u>	<u>\$1,400</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

- A. Possession:** Buyer and Seller 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. Seller will give possession of Property at Settlement subject to existing tenancy(ies) and leases as indicated above.
- B. Adjustments:** Rents are to be adjusted to the Settlement Date. Security deposits and any accrued interest thereon are to be paid to Buyer at the time of Settlement.
- C. Seller Obligation:** Without the prior written consent of Buyer, Seller shall not modify the terms of or terminate any tenancy(ies) intended to convey. In addition, the Seller will not enter into any new leases or tenancies with respect to the Property. Seller shall keep Buyer and Brokers apprised of all tenancy-related correspondence and negotiations with Tenant(s), and any actions required to be taken by Seller shall be taken in accordance with District of Columbia law and regulations.
- 3. TENANT OPPORTUNITY TO PURCHASE ("TOPA"):** TOPA provides certain tenants in the District of Columbia with an opportunity to purchase their rental accommodation and a right of first refusal pursuant to Title IV of D.C. Law 3-86, "RENTAL HOUSING CONVERSION AND SALE ACT OF 1980".

A. Required Notice to all Tenants: In compliance with DC Official Code §42-3404.03, Seller must send via certified mail, on the same day, to each Tenant individually and the Mayor in care of the District of Columbia Department of Housing and Community Development ("DHCD") certain required TOPA Notices on forms provided by DHCD. Seller (choose one):

HAS provided on _____ to Tenant(s) and DHCD a written **Offer of Sale: Tenant Opportunity to Purchase (TOPA) and District Opportunity to Purchase Act (DOPA) for Housing Accommodations with Five or More Rental Units WITHOUT a Third-Party Contract ("Offer of Sale")**, a copy of which is attached hereto. Seller represents and agrees that within 5 Business Days after Date of Ratification of this Contract, Seller will send to Tenant(s) and DHCD, the 15-day **Right of First Refusal for a Five or More Rental Unit Housing Accommodation ("Form C")** together with a copy of this Contract. Seller will also post Form C with a copy of this Contract in a conspicuous place in the common area of the housing accommodation.

HAS NOT provided any form to Tenant(s) and DHCD. Seller represents and agrees that, within 5 Business Days after Date of Ratification of this Contract, Seller will send to Tenant(s) and DHCD a written **Offer of Sale: Tenant Opportunity to Purchase (TOPA) and District Opportunity to Purchase Act (DOPA) for Housing Accommodations with Five or More Rental Units WITH a Third-Party Contract**, which Notice also contains a 15-day right of first refusal, together with a copy of this Contract. Seller will also post the **Offer of Sale** with a copy of this Contract in a conspicuous place in the common area of the housing accommodation.


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

Accomplishing TOPA Compliance requires Delivery to the Settlement Agent of specific documentation satisfactory to the title insurance underwriter, including but not limited to, copies of required TOPA Notices and evidence of their Delivery as well as collectively completed and executed TOPA Affidavits and/or Assignments for consideration executed by any established Tenant Organization (as required by the title insurance underwriter).

AH  ~~Prior to Settlement~~ by 1/13/2024



AH

~~XXXXXXXXXX~~
A. Buyer's Right to Void: In the event that Seller has not accomplished TOPA Compliance, ~~within 30 days following the Date of Ratification~~ ("Deadline"), Buyer may, at any time thereafter, but prior to Seller accomplishing TOPA Compliance, Deliver Notice that this Contract will become Void at 6:00 p.m. on the 3rd Day following Delivery of Buyer's Notice, unless prior to that date and time, Seller has accomplished TOPA Compliance, in which case, this Contract will remain in full force and effect.

B. 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.

C. General Provisions: Seller shall keep Buyer and Brokers apprised of all correspondence, contracts, and other developments with respect to any TOPA-related 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.

DocuSigned by:
Joseph Zimmerman 11/25/2023
Seller 60F2E13160E7451... Date

Amalia Himaya 11/22/2023
Buyer Date

Seller Date

Buyer Date



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.

Matthew Dubbaneh SP200201016 and Samson Properties
(Licensee & License #) (Brokerage Firm)

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

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

DocuSigned by:
Joseph Zimmerman 11/25/2023
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.



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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.

Eddie Moy RA10683 and Demers Real Estate, Inc.
(Licensee & License #) (Brokerage Firm)

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

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

Amalia Himaya 11/22/2023
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.



Important Information for the Purchase of Real Estate *(For use in Montgomery County, MD and Washington, DC)*

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

1. **LEGAL REQUIREMENTS:** All contracts for real property are required to be in writing to be legally enforceable. The “Maryland Realtors® Residential Contract of Sale” (MR) is for use in Maryland and the “GCAAR Sales Contract” (GCAAR) is for use in Montgomery County, Maryland and Washington, DC. Appropriate jurisdictional and other addenda are required with each contract. Buyers have the right to have legal counsel review these forms.
2. **AGENCY RELATIONSHIPS:** If Buyers choose to have an agent represent them, they must enter into a written Buyer Agency Agreement. In Maryland unrepresented Parties must be provided “Understanding Whom Real Estate Agents Represent” to disclose various Agency relationships. In Washington, DC all Parties must be provided with forms disclosing various Agency relationships.
3. **FAIR HOUSING:** In compliance with Federal Fair Housing regulations, properties shall be made available to all persons without regard to race, color, religion, national origin, sex, handicap and familial status. Washington, DC and Montgomery County, MD both recognize additional protected classes.
4. **FINANCING:** Mortgage rates, fees and products vary considerably among financial institutions. Buyers have the right to select the lender and to negotiate the terms and conditions of their loan.
5. **WIRE FRAUD:** Buyer is advised not to transmit nonpublic personal information, such as credit or debit card, bank account or routing numbers, by email or other unsecured electronic communication. Emails attempting to induce fraudulent wire transfers may appear to come from a trusted source.
6. **TRANSFER AND RECORDATION FEES:**
 - A. In Washington, DC unless otherwise negotiated in the contract, the recordation tax is paid by the Buyer and the transfer tax paid by the Seller. Buyer may be eligible for reduced recordation tax as a First-Time Homebuyer. Further information can be found at:
<https://otr.cfo.dc.gov/sites/default/files/dc/sites/otr/publication/attachments/ROD%2011.pdf>
 - B. With the exception of a First Time Maryland Owner-Occupant Home Buyer, Maryland law requires that, unless otherwise negotiated in the sales contract, the cost of any recordation tax or State and County transfer tax shall be shared equally between Buyer and Seller. In the event the Buyer is a First Time Maryland Owner- Occupant Home Buyer, the Buyer’s portion of the State transfer tax is waived, and unless negotiated otherwise, the Seller pays all of the transfer and recordation taxes.
7. **PROPERTY TAXES:**
 - A. **Tax Bill Increases:** Your property tax bill could increase substantially following settlement. For owner-occupied properties, both Maryland and Washington, DC have programs (Homestead Exemption) which limit the amount that taxes on real property may increase from one year to the next. Once the property transfers to a new owner, the prior limits are removed which may result in a significant increase in the tax bill. Subsequent to your settlement, you may apply to have eligibility for a Homestead Exemption.

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- B. Right of Appeal:** You have the right to appeal the next year's property tax assessment within strict timeframes following settlement. For more information on property taxes, contact the Maryland State Department of Assessments and Taxation, the Montgomery County Department of Finance or the District of Columbia Office of Tax and Revenue.
- C. Disclosure of Future Property Taxes:** Montgomery County Law requires a Seller to disclose the estimated amount of the tax bill for the first fiscal year following settlement. While Washington, DC does not have such a requirement, the following year's assessment is available from the District of Columbia Office of Tax and Revenue prior to the issuance of the tax bill.
- 8. VACANT PROPERTY REGISTRATION:** Buyers are advised that District of Columbia Properties classified as "Vacant" or "Blighted" by the District's Department of Consumer and Regulatory Affairs ("DCRA") are subject to a registration fee and/or a substantially higher tax rate unless they qualify for a statutory exemption. Owners of Properties that are actively seeking to rent or sell their property may qualify for exemption. Further information can be found on www.dc.gov.
- 9. PROPERTY CONDITION DISCLOSURE/DISCLAIMER:** In Maryland Sellers are required to disclose known latent defects, even if the property is sold in "as is" condition. Sellers (with limited exceptions) are required to complete and furnish to the Buyer the "Maryland Property Disclosure and Disclaimer Statement". In Washington, DC, Sellers (with limited exceptions) are required to complete and furnish to the Buyer the "Sellers Disclosure Statement". In both jurisdictions, real estate licensees have statutory obligations and both licensees and Sellers may have additional common law obligations to disclose material facts and defects to prospective Buyers. Information provided is based on actual knowledge of the Seller and should not be considered as a substitute for the Buyer having an inspection by a home inspection specialist, environmental firm or an engineer.
- 10. GOVERNMENT REGULATIONS DISCLOSURE:** The State of Maryland and Montgomery County require Sellers to make many disclosures regarding taxes on the property and on laws and regulations that may restrict or affect land use. Buyers of property located in Montgomery County should receive a completed and signed "Regulations, Easements and Assessments (REA) Disclosure and Addendum" prior to entering into a contract.
- 11. INSPECTIONS:** Buyers may include in their offer the right to employ a professional engineer, home inspection specialist, environmental firm or other expert(s) of their choice to inspect the property for possible hazardous substances, building material concerns and defects. Agents do not have the technical expertise to advise Buyers on inspection issues. In Maryland, home inspectors are required to be licensed.
- 12. WARRANTY:** A number of companies provide home warranty programs with various types of coverage and deductibles. Consult your agent for further information.
- 13. PROPERTY INSURANCE:** Property insurance rates and availability are determined in part by the number and nature of claims and inquiries made on a property's policy, as well as the number and nature of claims made by a prospective Buyer.
- 14. HOMEOWNER ASSOCIATIONS, CONDOMINIUMS, COOPERATIVES DISCLOSURES:** If the property is a condominium, cooperative unit, or part of a homeowner association (in Maryland only if there is a mandatory fee), the Seller must provide the Buyer within a specified period of time a package of documents which may include: covenants, restrictions, by-laws and financial information ("Resale Package").
- 15. TENANT RIGHTS:** Properties located in Washington, DC and within the City of Takoma Park, Maryland that are tenant-occupied or otherwise defined as residential rental property (Rental Accommodation) will be subject to

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certain restrictions, regulations and requirements at the time of resale. It is imperative that a Buyer be familiar with the complexities of purchasing a tenant-occupied property prior to entering into a contract.

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

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

18. SECURITY SYSTEMS/ELECTRONIC DEVICES: Buyer is advised that Seller may have a system on Seller's property that records audio and/or video. If so, Buyer's actions and/or conversations could be heard, recorded and/or seen.

19. SOLAR PANELS: If solar panels are installed on the property, Buyer is advised to inquire about the terms under which the solar panels were installed, how to transfer the ownership or lease, and any costs associated with the transfer.

I/we acknowledge receipt of this notice from Matthew Dubbaneh (Agent), affiliated with Samson Properties (Broker) Phone(s): (240) 271-7778

Amalia Himaya 11/22/2023
Buyer (printed name) Date

Buyer (printed name) Date

Amalia Himaya
Signature

Signature

AH



Protect Your Family From Lead in Your Home



3927 9th St NE, Washington, DC 20017**Active****Multi-Family****\$975,000**

MLS #: DCDC2115782
 Tax ID #: 3818//0010
 County: Washington, DC
 Legal Subdivision: Brookland
 School District: District Of Columbia
 Public Schools
 Year Built: 1937

Number of Units: 4
 Type: Quadruplex
 Ownership Interest: Fee Simple
 Above Grade Fin SQFT: 3,440 / Assessor
 Assessor AbvGrd Fin SQFT: 3,440
 Lot Acres / SQFT: 0.1a / 4250sf /
 Assessor

Taxes, Assessment, Fees

Tax Annual Amt/Year:\$7,613 / 2023

Association / Community Info**Units Information**

Single Room Units: 0
 One Bedroom Units: 2
 Two Bedroom Units: 2
 Three Bedroom Units: 0

*AI***Building Info**

Above Grade Fin SQFT: 3,440 / Assessor Structure Type: Other

Features

Interior Features: Other; No Fireplace; Accessibility Features: None
 Exterior Features: Pool: Yes - Personal
 Parking: On Street
 Utilities: Window Unit(s); Cooling Fuel: Other; Heating: Radiator; Heating Fuel: Other; Hot Water: Other; Water Source: Public; Sewer: Public Sewer

Remarks

Agent: Call showing contact for showing.
 Public: Great opportunity for an investor and or owner occupant of a semi-detached End 4 unit apartment building with 2 Two Bedroom Units and 2 One Bedroom Units plus Dens (Potential for 2nd Bedroom) with washer dryers and dishwashers in each unit, located in Brookland/Turkey Thicket. Large Backyard. One 2- bedroom is vacant for showings. Blocks from Recreation Center with indoor pool, playground, track, and tennis courts Blocks to Brookland/Catholic University Metro, Busboys and Poets, Barnes & Nobel Book Store, Starbucks, and many more restaurants and stores. New Development planned around the corner for Bowling Alley and 300 units.

Listing Office

Listing Agent: [Eddie Moy](#) (3005955) Lic# RA10683 (240) 271-5347
 Listing Office: [Demers Real Estate, Inc.](#) (DEM1) (Lic# Unknown)

Compensation

Buyer Agency Comp 2.5% Of Gross
 Sub Agency Comp: 0% Of Gross

Showing

Showing Method: In-Person Only Appointment Phone: (202) 528-0338

Contact Name: Jon Wilson
 Lock Box: None

Showing Requirements: 24 Hours Notice

Listing Details

Original Price: \$975,000 Sale Type: Standard

Listing Agrmnt Type: Exclusive Right

Listing Term Begins: 10/13/2023

DOM / CDOM: 40 / 40

Listing Terms: Other

Owner Name: 3927 9th Street
Ne Llc

Seller's Disclosure Statement

Instructions

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 must complete the Statement him or herself (not the broker, management company, condominium association, cooperative association, or homeowners association).

2. The Seller must provide the Seller's Disclosure Statement to the Purchaser for the following transactions:

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;
- b. The transaction is 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.

3. The Seller does not need to complete the Seller's Disclosure Statement for the following transactions:

- 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 combination 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.

4. 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.

5. 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.

6. 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 in writing that the right to rescind terminates on submission of the application);
- 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.

7. 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.

8. 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

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 have owned the property from: 2009 To: Present

The seller(s) completing this disclosure have occupied the residence from: Does Not Occupy To:

Property Address: 3927 9th Street NE, Washington DC

The property is included in: Condominium Association Cooperative Homeowners association with mandatory participation and fee

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.

A. Structural Conditions

1. Roof	<input type="checkbox"/> Roof is a common element maintained by condominium or cooperative (if you check this box, no further roof disclosure required; go to section B)	
	Age of Roof: <input type="checkbox"/> 0-5 years <input checked="" type="checkbox"/> 5-10 years <input type="checkbox"/> 10-15 years <input type="checkbox"/> 15+ years <input type="checkbox"/> Unknown	
	Does the seller have actual knowledge of any current leaks or evidence of moisture from roof? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide comments:</i>	
	Does the seller have actual knowledge of any existing fire retardant treated plywood? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide comments:</i>	

2. Fireplace/ Chimney(s)	Does the seller have actual knowledge of any defects in the working order of the fireplaces? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> No fireplace(s) <i>If yes, please provide comments:</i>	
	Does the seller know when the chimney(s) and/or flue were last inspected and/or serviced? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> No chimney(s) or flue(s) <i>If yes, when were they last serviced or inspected?:</i>	

3. Basement	Does the seller have actual knowledge of any current leaks or evidence of moisture in the basement? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not applicable <i>If yes, please provide comments:</i>	
	Does the seller have actual knowledge of any structural defects in the foundation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide comments:</i>	

4. Walls and Floors	Does the seller have actual knowledge of any structural defects in walls or floors? If yes, please provide comments:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Insulation	Does the seller have actual knowledge of presence of urea formaldehyde foam insulation? If yes, please provide comments:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Windows	Does the seller have actual knowledge of any windows not in normal working order? If yes, please provide comments:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

B. Operating Condition of Property Systems

1. Heating System	<input type="checkbox"/> Heating system is a common element maintained by condominium or cooperative (if you check this box, no further disclosure on heating system required; go to section B.1.)	
	Type of System:	<input type="checkbox"/> Forced Air <input checked="" type="checkbox"/> Radiator <input type="checkbox"/> Heat Pump <input type="checkbox"/> Electric Baseboard <input type="checkbox"/> Other
	Heating Fuel:	<input checked="" type="checkbox"/> Natural Gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other
	Age of System:	<input type="checkbox"/> 0-5 years <input checked="" type="checkbox"/> 5-10 years <input type="checkbox"/> 10-15 years <input type="checkbox"/> Unknown
	Does the heating system include a humidifier?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
	Does the heating system include an electronic air filter?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
	Does the seller have actual knowledge that heat is not supplied to any finished rooms? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Does the seller have actual knowledge of any defects in the heating system? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If installed, does the seller have actual knowledge of any defects with the humidifier or electronic filter? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not applicable <i>If yes, please provide comments:</i>		

2. Air Conditioning System	<input type="checkbox"/> Air conditioning is a common element maintained by condominium or cooperative (if you check this box, no further disclosure on the air conditioning system is required; go to section B.3.)	
	Type of System:	<input type="checkbox"/> Central AC <input type="checkbox"/> Heat Pump <input checked="" type="checkbox"/> Window/Wall Unit <input type="checkbox"/> Other <input type="checkbox"/> Not applicable
	AC Fuel:	<input type="checkbox"/> Natural Gas <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other
	Age of System:	<input checked="" type="checkbox"/> 0-5 years <input type="checkbox"/> 5-10 years <input type="checkbox"/> 10-15 years <input type="checkbox"/> Unknown
	Does the heating system include a humidifier?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
	Does the heating system include an electronic air filter?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
	If central AC, does the seller have actual knowledge that cooling is not supplied to any finished rooms? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not applicable
	Does the seller have actual knowledge of any problems or defects in the cooling system? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not applicable

3. Plumbing System	Type of material: (check all that apply) <input checked="" type="checkbox"/> Copper <input type="checkbox"/> Lead <input checked="" type="checkbox"/> Galvanized iron <input type="checkbox"/> Brass <input type="checkbox"/> PVC <input type="checkbox"/> Plastic polybutelene <input type="checkbox"/> Unknown
	Water Supply: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Well
	Sewage Disposal Treatment: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Septic tank <input type="checkbox"/> Cesspool <input type="checkbox"/> Onsite treatment
	Water Heater Fuel: <input type="checkbox"/> Natural gas <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other
	Does the seller have actual knowledge of any defects with the plumbing system? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Portion of water service is galvanized in crawl space, but not a defect to our knowledge. <i>If yes, please provide comments:</i>
4. Water System	Does the seller have actual knowledge of the results of any lead tests conducted on the water supply of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide test results:</i>
	Does the seller have actual knowledge that the property has been included on the DC Water service line map website (https://www.dcwater.com/leadmap , as of August 2019) as a property with a lead water service line on the private property or in public space? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide comments:</i>
	Does the seller have actual knowledge of any lead-bearing plumbing, including the water service line servicing the property? <input type="checkbox"/> Yes, there is a lead service line servicing the property <input type="checkbox"/> Yes, there is lead bearing plumbing on the property <input checked="" type="checkbox"/> No <i>Comments:</i>
	If there is a lead service line servicing the property, does the seller have actual knowledge that any portion of the lead water service line has been replaced? (Note: This applies to portions of the service line on private property and in public space). <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not applicable <i>If yes, please provide date(s) of replacement(s):</i>
5. Electrical System	Does the seller have actual knowledge of any defects in the electrical system, including the electrical fuses, circuit breakers, outlets, or wiring? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide test results:</i>

C. Appliances and Fixtures

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

Range/Oven	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Dishwasher	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Refrigerator	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Range hood/fan	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Microwave oven	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Garbage Disposal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Sump Pump	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Trash compactor	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
TV antenna/controls	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Central vacuum	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Ceiling fan	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Attic fan	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Sauna/Hot tub	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Pool heater & equip	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Security System	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Intercom System	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Garage door opener & remote controls	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Lawn sprinkler system	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Water treatment system	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Smoke Detectors	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Carbon Monoxide detectors	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Other Fixtures or Appliances	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable

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

D. Exterior/Environmental Issues

1. Exterior Drainage

Does the seller have actual knowledge of any problem with drainage on the property?

Yes No

If yes, please provide comments:

2. Damage to Property

Does the seller have actual knowledge whether the property has previously been damaged by:

Fire: Yes No

Wind: Yes No

Flooding: Yes No

If yes to any, please provide comments:

3. Wood destroying insects or rodents

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

Yes No

If yes, please provide comments:

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

Yes No

If yes, please provide comments:

4. Other Issues	Does the seller have actual knowledge of any problem with drainage on the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	<i>If yes, please provide comments:</i>
	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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	<i>If yes, please provide comments:</i>
	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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	<i>If yes, please provide comments:</i>
	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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If yes, please provide comments:</i>	
Has the property been cited for a violation of any historic preservation law or regulation during your ownership? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<i>If yes, please provide comments:</i>	
Does the seller have actual knowledge if a facade easement or a conservation easement has been placed on the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<i>If yes, please provide comments:</i>	
Does the seller have actual knowledge that the property has received a vacant or blighted building exemption? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<i>If yes, please state the type of exemption, and when the exemption will expire:</i>	

Certification and Signature

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.

DocuSigned by:

Joseph Zimmerman

11/20/2023

Seller's Signature

Date

Seller's Signature

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.

Amalia Hinayja

11/22/2023

Buyer's Signature

Date

Buyer's Signature

Date

LEAD-BASED PAINT DISCLOSURE FORM

FOR DC REAL ESTATE SALES



Purpose: Inform potential homebuyers of the presence of lead-based paint and related hazards at this property.

This form is required for properties built before 1978. This form must be used in addition to the Federal Lead Disclosure form because the DC Law provides additional protections for the purchaser.

- Housing built before 1978 is presumed to contain lead-based paint.
 - Lead from paint, paint chips, and dust may pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women.
 - Lead poisoning in young children may produce permanent neurological damage, learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory.
 - Lead poisoning poses a particular risk to developing fetuses and pregnant women.
- DC Law requires the buyer to have this information **before** they decide to purchase the property.

Are you a POTENTIAL BUYER?

Review this page carefully before following instructions on page two.

Are you a PROPERTY OWNER?

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-related legal actions taken against the property.

Property owners: keep the signed original of this form on record for at least 6 years from the date of the most recent signature, 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, D.C. Official Code § 8-231.01 et seq., and the Federal Lead Warning Statement, 24 CFR Parts 35 and 745. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. <http://bit.ly/federallead>.

If you need help in your language, please call 202-535-2600. | በአማርኛ እርዳታ ከፈለጉ በ 202-535-2600 ይደውሉ። | 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.

IF YOU ARE:

YOU NEED TO:

The property owner

- Complete Sections A and B.
- Provide a copy to the buyer.

The potential buyer

- Carefully review Section B.
- Sign Section C.



SECTION A: PROPERTY OWNER'S SIGNATURE

Property Address: 3927 9th Street NE	Unit:	Washington, DC	ZIP: 20017
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I am the owner of this property and will truthfully give the answers to the following questions about lead-based paint/hazards in or around this property, and lead reports.

Owner Name: 3927 9th Street NE LLC	Signature:
---	------------

DocuSigned by:

Joseph Zimmerman

60F2E13160E7451...

Owner Name:	Signature:
-------------	------------

SECTION B: INFORMATION ABOUT 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 lead-based paint inside or around the property, including common area(s)?

- Yes, in the following location(s): _____
For more space, attach a summary _____
- No; I am not aware of any lead-based paint, but because the property was built before 1978 it is assumed to be present.

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

- A notice of violation
 A notice of lead-based paint hazards
 An administrative order to eliminate lead-based paint hazards
 Other notices or orders related to lead-based paint. **Please list:** _____
 There are no pending actions related to lead-based paint at this property.

Are there any reports or documents about lead-based paint or lead-based paint hazards at this property (including in bare soil and sheds, garages, common area(s), or other appurtenances)?

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

- No Yes **and** I understand I must provide a copy of those documents to the buyer if they ask.

SECTION C: BUYER'S ACKNOWLEDGEMENT

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

- Yes No, I have already signed a purchase agreement.

I understand I have the right to ask the owner for any reports or documents about lead-based paint or lead-based paint hazards at this property (including on bare soil and sheds, garages, or other appurtenances).

Name: Amalia Himaya	Signature: <i>Amalia Himaya</i>	Date: 11/22/2023
Name:	Signature:	Date:





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: 3927 9th Street NE, Washington DC 20017

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): _____

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): _____

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) AH / Buyer has **read the Lead Warning Statement** above.

(D) AH / Buyer has **read Paragraph B and acknowledged receipt of copies of any information** listed therein, if any.

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

(F) AH / 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) JW 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.

 Joseph Zimmerman 11/20/2023
Seller 60F2E13160E7451... Date

 Amalia Himaya 11/22/2023
Buyer Date

Seller DocuSigned by: Jonathan Wilson 11/21/2023
Agent for Seller, if any 30F3E02AB23E4A5... Date

Buyer Date
 Matthew Dubbaneh 11/22/2023
Agent for Buyer, if any Date