

1700 KALORAMA LOFTS
CONDOMINIUM UNIT PURCHASE AGREEMENT

SUMMARY OF TERMS

A. Unit No.: _____ Common Element Interest: _____

B. Parking Space No.: _____ Common Element Interest: _____

C. Storage Space No.: _____

D. Purchaser(s): _____

E. Purchase Price and Terms: See Section 2.1

F. Contingent on Financing: Yes: _____ No: _____

G. Principal Amount of Financing: _____

H. Owner Occupied: Yes: _____ No: _____

I. Initial Total Monthly Condominium Assessment: _____

J. Settlement Agent: _____

K. Lease of Parking Space: Yes: _____ No: _____

L. If Lease, purchase price is _____

M. Statutory Right to Cancel until midnight _____.

N. List of Addenda: _____

THIS CONDOMINIUM UNIT PURCHASE AGREEMENT (this "Agreement") is made between 1700 Kalorama Condominium LLC, a District of Columbia limited liability company ("Seller"), and _____ ("Purchaser")

Seller desires to sell and Purchaser desires to purchase Condominium Unit No. _____, (if applicable), Parking Unit No. _____, and (if applicable) Storage Space No. _____, in 1700 Kalorama Lofts, a Condominium (the "Condominium"), located at 1700 Kalorama Road, N.W., Washington, D.C. 20009.

Now, Therefore, Seller and Purchaser, for good and valuable consideration, intending to be legally bound, agree as follows:

1. PURCHASE AND SALE OF UNIT/PARKING SPACE/STORAGE SPACE

Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Condominium Unit(s) identified in the Condominium’s Declaration as Residential Unit Number _____ (the “Unit”), if applicable, the Parking Unit identified as No. _____ (the “Parking Space”) and, if applicable, the Storage Space identified as No. _____) (the “Storage Space”). The Unit’s initial percentage interest in the Common Elements of the Condominium (the “Percentage Interest”) as set forth in **Exhibit E** to the Condominium Declaration is _____ %. If applicable, the Parking Space’s initial percentage interest in the Common Elements of the Condominium (the “Percentage Interest”) as set forth in **Exhibit E** to the Condominium Declaration is _____%. The Unit, the Parking Space and the Storage Space shall be conveyed “as is” as of the closing date, except as otherwise set forth herein and in the Limited Warranty attached hereto. Any furnishings and personal property displayed in any model unit are not included in the purchase price. All dimensions and areas shown in any floor plan sketches are approximations. Purchaser should do his own due diligence with respect to all matters involving the physical condition of the Unit, the Parking Space and the Storage Space.

2. PURCHASE PRICE AND TERMS OF PAYMENT

2.1 The total purchase price for the Unit and the terms of payment required under this Agreement are as follows:

Base Price. This is the base price for the Unit Type noted. It includes all standard features as printed on Seller’s Price List as of the date of this Agreement. \$ _____

Parking Space Price. This is the purchase price for Parking Space No. _____. \$ _____

Storage Space Price. This is the purchase for the exclusive right to use Limited Common Element Storage Space No. _____. \$ _____

Total Purchase Price. This is the sum of the Base Price, Parking Space Price and Storage Space Price and is subject to increase by the selection of options on or after the date of this Agreement. \$ _____

Loan Amount. The Purchaser shall obtain a loan for this amount secured by the Property at the terms and market rate available. \$ _____

Deposit. This is the Deposit given by Purchaser, receipt of which is acknowledged by Seller. \$ _____

Balance of Down Payment. This is the amount of the down payment minus the Deposit. Purchaser shall pay this amount plus closing costs and the balance due for any options by CERTIFIED CHECK or WIRE TRANSFER OF FEDERAL FUNDS at Settlement. \$ _____

- 2.2 Seller shall place Purchaser's Deposit in escrow in an interest-bearing account in Seller's name in a bank or savings and loan association. The term "Deposit" includes any interest earned on any deposit made by the Purchaser under this Agreement.
- 2.3 The Deposit shall be disbursed upon the following terms. If settlement is made, the Deposit will be delivered to the Seller at the time of settlement. If settlement is not made as provided herein because of Purchaser's failure to comply with any term of this Agreement, or for any other reason after financing has been approved, other than through fault of Seller, at the option of Seller, the Purchaser shall forfeit the Deposit and the Options Deposit, if any, which may be retained by Seller as liquidated damages.

3. FINANCING

- 3.1 This Agreement is [**is not**] contingent on Purchaser obtaining financing in accordance with the terms of Paragraphs 3.1 through 3.9. If this Agreement is contingent on financing, Purchaser shall negotiate, procure and place a conventional, first deed of trust loan, secured by the Unit, and, if applicable, the Parking Space and the Storage Space, in the amount of \$_____, at the interest rate prevailing at time of Purchaser's loan commitment, amortized over a 30 year period or less. The interest rate under such first deed of trust loan may be fixed or adjustable. The proceeds of this first deed of trust loan shall be applied towards payment of the purchase price.
- 3.2 Provided that Purchaser obtains the financing set forth in Paragraph 3.1, if any, with one of Seller's designated lenders, then Seller will pay the loan origination fee charged by the Lender at the time of settlement. Other loan closing, placement or application costs, including but not limited to, points, inspection fees, recording charges, document preparation fees, underwriting charges, delivery and messenger charges, application fees, credit report charges, title insurance costs and the like, will be paid by Purchaser. If Purchaser chooses to obtain financing from a lender other than one of Seller's designated lenders, then Seller will not be obligated to pay Purchaser's loan origination fee, and that fee, together with any and all other fees enumerated above, will be paid by Purchaser. Purchaser will advise Seller in writing of the name and contact person of the lender selected by the Purchaser. Purchaser will promptly advise Seller if the lender changes.
- 3.3 Purchaser shall make written loan application for the financing set forth in Paragraphs 3.1 and 3.2 of this Agreement ("Specified Financing") within fifteen days of the date of acceptance of this Agreement by Seller. Purchaser may obtain alternative financing for which Purchaser is qualified provided there is no additional expense to Seller and the settlement date is not delayed. Purchaser grants permission for the lender to disclose to the Seller and the Settlement Agent information concerning the date of loan application, the progress of the application and the loan approval status.
- 3.4 Purchaser shall have until 4:00 p.m. on the ____ (____) day following the date of acceptance of this Agreement by Seller (the "Financing Deadline") to deliver to the Seller a letter from the lender stating that the Purchaser is approved or will be approved for the Specified Financing ("Lender's Letter"). Delivery of the Lender's Letter to Seller by the Purchaser, lender, or Purchaser's agent, shall be conclusive evidence that the Purchaser is satisfied that the letter states that the Purchaser is approved or will be approved for the Specified Financing. Upon Seller's receipt of the Lender's Letter, this Agreement shall no longer be contingent on the Purchaser being approved for the Specified Financing and this Agreement will remain in full force and effect. **TIME IS OF THE ESSENCE WITH REGARD TO ALL LOAN APPLICATION AND APPROVAL**

MATTERS. If the Purchaser does not deliver the Lender's Letter to the Seller by the Financing Deadline, this Agreement will become void and the Deposit will be returned to the Purchaser.

- 3.5 Purchaser shall be in default if settlement does not occur because Purchaser: (1) fails to lock-in the interest rate as specified above and the rate increases so that the Purchaser no longer qualifies for such financing; (ii) fails to diligently pursue the obtaining of the Specified Financing or alternative financing; (iii) fails to comply with the lender's requirements in a timely manner; (iv) at the time of settlement does not have the funds to settle as required by this Agreement; (v) does any act following the ratification date that prevents the Purchaser from obtaining the financing; or (vi) makes any misrepresentations, material omissions or inaccuracies in financial information provided to the Seller or any lender that results in the inability to secure the Specified Financing in time for settlement.
- 3.6 Purchaser's failure to apply for the first deed of trust loan contemplated by Paragraphs 3.1 and 3.2 within seven (7) days after the date of expiration of Purchaser's right to cancel under Sections 29 and 30 of this Agreement, shall be deemed a breach of this Agreement and, at the option of Seller, the Purchaser shall forfeit any amount paid under this Agreement, and such amount may be retained by Seller as liquidated damages. If the Purchaser has timely and diligently made the application for a loan within the aforementioned seven (7) day period, timely obtained a satisfactory Lender's Letter, and diligently sought to obtain the loan, and a commitment for such loan is not obtained within a fifteen (15) day period after the expiration of Purchaser's right to cancel under Sections 29 and 30 of this Agreement, and has otherwise complied with the conditions of this Section 3, then the Seller or Purchaser may declare this Agreement void, at which time the Deposit shall be returned and this Agreement shall be deemed null and void. In the event the Purchaser, during the initial forty-five (45) day period mentioned fails to diligently pursue the loan, withholds information or supplies false information to a prospective lender, or fails to complete settlement on the Unit after receiving a commitment for a loan, Purchaser shall forfeit the Deposit.
- 3.7 Each lending institution to which Purchaser makes application for a first deed of trust loan is authorized by Purchaser to investigate Purchaser's financial responsibility. The lending institution shall notify Purchaser in writing whether or not Purchaser has qualified for the first deed of trust loan, and in the event Purchaser has not qualified for such loan, the Purchaser authorizes the lending institution to release the reasons for said rejection to Seller.
- 3.8 If Purchaser has qualified for a first deed of trust loan, Purchaser, nevertheless, shall have the right to forego such first deed of trust loan and pay all cash, upon reasonable notice to Seller prior to closing. Within the _____ () day period provided for in Paragraph 3.6, Purchaser shall remove any financing contingency in writing by notice to Seller.
- 3.9 If Purchaser terminates this Agreement pursuant to Paragraph 25 herein or fails to obtain financing within _____ () days after the date of acceptance of this Agreement by Seller, Purchaser shall return to Seller all copies of the Public Offering Statement and exhibits thereto or pay to Seller the sum of \$50.00.

4. OWNER OCCUPIED DECLARATION

Purchaser will ____ or will not ____ occupy the Unit as the Purchaser's principal residence. Unless specified in a written contingency addendum signed by both parties, neither this Agreement nor the financing is dependent or contingent on the sale, settlement or lease of other real property. Purchaser acknowledges that Seller is relying upon all of Purchaser's representations including, without limitation,

the accuracy of the financial information given to Seller by Purchaser. Purchaser shall immediately notify Seller, in writing, of any adverse material changes in Purchaser's assets, liabilities or income.

5. CONDOMINIUM ASSESSMENTS

A condominium unit owners association will be established for the purpose of operating and maintaining the common elements of the Condominium. Each owner of a unit in the Condominium automatically will be a member of the Association and will be subject to the Declaration, the Bylaws and the Condominium Rules and Regulations. The voting rights of each unit owner are set forth in the Declaration and the Bylaws. The affairs of the Association will be conducted by the Association. Purchaser is obligated and agrees to pay monthly his Unit's and Parking Space's percentage share (as set forth in the Declaration) of the common expenses of the Condominium. It is understood and agreed that Seller's estimate of the monthly condominium assessment of \$_____ is only an estimate and is not guaranteed by Seller.

6. CONVEYANCE OF TITLE/TIME OF CLOSING

6.1 At settlement Seller agrees to convey to Purchaser the Unit and, if applicable, the Parking Space (together with its or their Percentage Interest(s) in the common elements) by special warranty deed, subject only to the general real estate taxes and water and sewer assessments for the current tax year not then due; the provisions of Chapter 19 of Title 42 of the District of Columbia Code (the "Condominium Act"), as the same may be from time to time amended, the Declaration, Bylaws, Plat and Plans and rules and regulations of the Condominium; easements, covenants and conditions of record; ordinances and regulations of municipal and other governmental authorities; easements for sewers, water, gas, fuel line, drainage, electric, telephone and other similar utilities, if any, granted or to be granted; and Purchaser's deed of trust, if any. Purchaser agrees to effect closing under this Agreement within ten (10) days after Seller has notified Purchaser that Seller is prepared to tender title and possession of the Unit to Purchaser. Seller agrees that said notice will not be given prior to the time Purchaser receives a loan commitment. In the event that, upon examination, the title should be found defective and the defects are of such character that they may be remedied readily by legal action to perfect the title, such action must be taken promptly by and at the Seller's expense, whereupon the time herein specified for the settlement by the Purchaser will thereby be extended for the period necessary for such action. Settlement shall be made by payment of the purchase price and delivery of the deed at the time and place designated by Seller in a written notice to Purchaser that the Unit and Parking Space are ready for conveyance. Purchaser shall be entitled to occupy and have possession of the Unit, Parking Space (if applicable) and Storage Space (if applicable) from and after the closing.

6.2 Seller will use reasonable efforts to substantially complete or cause to be substantially completed construction of the Unit within eighteen (18) months after the date of acceptance of this Agreement by Seller; provided, however, that if Seller shall be delayed at any time in the progress of construction by Acts of God, acts or omissions of Purchaser, labor disputes, fire or other casualty, civil disturbance, Seller's inability to obtain materials and/or labor, extras, options, decorator selections, or to complete work requested by Purchaser and approved by Seller, zoning requirements, governmental restrictions, laws, governmental approvals, orders, regulations or similar requirements of any governmental or regulatory body of any kind, inclement weather, acts of subcontractors or their employees, or any other similar or dissimilar causes or reasons beyond the reasonable or practical control of Seller (herein collectively referred to as "Force Majeure"), then Seller's projected completion date shall be extended for a number of days equal to the period of any such delay; provided, that Seller shall complete and

deliver the Unit before the second anniversary of the date of acceptance of this Agreement by Seller. If, by the second anniversary of the date of acceptance of this Agreement by Seller (the "outside Completion Date"), Seller has failed to complete construction of the Unit and Settlement hereunder has not occurred, then, and in such event, if Purchaser shall not then be in default, the Deposit and any payment for extras, options, upgrades or other similar items not already installed in the Property shall be returned to Purchaser, and Seller shall be liable to Purchaser.

7. CLOSING

7.1 Purchaser agrees to pay all closing costs, including, without limitation, credit report fee, lender's appraisal fee, the District of Columbia Transfer Tax document recordation charges, fees for title examination, preparation of all documents of conveyancing and all mortgage instruments, settlement fees, notary fees, premiums for mortgagee's title insurance, private mortgage insurance premiums, if any, any points, discount, commitment or similar fees, and premiums for owners title insurance (optional) and other charges in the nature of prepaid expenses, escrows for taxes and the like. The Seller will pay the District of Columbia recordation tax and any loan origination fee of a lender designated by Seller. The District of Columbia Transfer Tax is currently _____ . The District of Columbia recordation tax is currently _____ .

7.2 Purchaser shall pay at closing as an initial capital contribution, an amount equal to two times the "Estimated Monthly Assessment" (Condominium Fee) for his Unit and Parking Space set forth in **Exhibit J** of the Public Offering Statement. This initial capital contribution will be allocated to the Condominium's working capital. This contribution is in addition to, and not in lieu of, the regular condominium assessment, which will be prorated at settlement.

8. CLOSING ADJUSTMENTS

All monthly condominium assessments for the month in which settlement is made, if any, real property taxes, insurance premiums, any assessments of water, sewer, or similar services to the Condominium, and any other prepaid or proratable items shall be prorated between Purchaser and Seller as of the date upon which Seller is prepared to close according to the terms of this Agreement. Thereafter, each of these items shall be assumed and paid by Purchaser. In the event that at time of closing any such item has not been allocated among all of the units of the Condominium, the total of such items for the Condominium shall be allocated among the units (on an estimated basis, if necessary) in accordance with each Unit's Percentage Interest as set forth in the Declaration.

9. WARRANTY

At settlement, Seller shall deliver to Purchaser an executed Limited Warranty in the form set forth in the attachment hereto.

10. RISKS

The risk of loss or damage to the Unit by fire or other casualty is assumed by Seller until the delivery of the deed by Seller.

11. DEFAULT, SUBORDINATION, MERGER AND ASSIGNMENT

11.1 If Purchaser shall default in any of the payments or other obligations called for in this Agreement, then at the option of Seller, Purchaser shall forfeit any and all rights under this Agreement, and any amount theretofore paid under the terms of this Agreement, including the Deposit, and the Options Deposit, may, at Seller's option, be retained by Seller as liquidated damages.

11.2 Purchaser's interest in this Agreement shall be subordinate to any lien placed by Seller against the Unit and Parking Space or the Condominium at any time prior to the closing. However, Seller shall cause any such lien against the Unit and Parking Space to be released at or prior to the closing, to the extent required by Paragraph 6 of this Agreement.

11.3 The parties to this Agreement mutually agree that it shall be binding upon them and upon each of their respective heirs, personal representatives and successors, and that the provisions hereof shall survive execution and delivery of the deed of the Unit and Parking Space and shall not be merged therein.

11.4 This Agreement is personal to Purchaser and is not assignable by Purchaser.

12. CONDITION OF CLOSING

12.1 Anything herein to the contrary notwithstanding, it is understood and agreed that this Agreement shall be subject to Seller entering into a sufficient number of agreements for the sale of Units to assure satisfactory Condominium operation. This condition shall be satisfied by a determination made by the Seller, within 180 days after the date Seller enters into the first condominium unit purchase agreement to sell a condominium unit in the phase of the Condominium in which the Unit is located, that Seller has entered into condominium unit purchase agreements with prospective purchasers for the sale of residential units in the Condominium to which at least 75% of the percentage interests in the common elements of the Condominium are appurtenant. If this condition is not satisfied, then either Seller or Purchaser, within thirty (30) days of notification from Seller of the failure of this condition, may declare this Agreement null and void and Seller shall release to Purchaser all amounts received on account of the Purchaser of the Unit, and all parties shall forthwith be released from all obligations under this Agreement.

13. DISTRICT OF COLUMBIA SOIL DISCLOSURE REQUIREMENT; UNDERGROUND STORAGE TANKS

13.1 Purchaser confirms that Seller has advised it, pursuant to Title 42; Chapter 6, Section 42-608 of the District of Columbia Code, that the soil on the subject lands is as described by the Soil Conservation Service of the U.S. Department of Agriculture in the Soil Survey of the District of Columbia as Urban land. Purchaser has been advised that it may obtain further information in

this regard by engaging a soil testing laboratory, the D.C. Department of Environmental Services, or the Soil Conservation Service of the U.S. Department of Agriculture. Nothing herein shall constitute a representation or warranty by the Seller as to the soil characteristics of the subject property.

13.2 In accordance with the requirements of the D.C. Underground Storage Tank Management Act of 1990, as amended by the District of Columbia Underground Storage Tank Management Act of 1990 Amendment Act of 1992 (D.C. Code 5-995.1 et seq.) (the "Act") and the D.C. Underground Storage Tank Regulations, 20 DCMR Chapters 66.68 (the "Regulations"), Seller hereby informs Purchaser that Seller has no knowledge of the existence of removal during Seller's ownership of the Property of any "underground storage tanks" as that term is defined in the Act and the Regulations. However, Purchaser should do his own due diligence. Upon request, Seller will furnish Purchaser with a recent Phase I environmental assessment for the Property. Information pertaining to underground storage tanks and underground storage tank removal of which the D.C. Government has received notification is on file with Underground Storage Tank Division, Environmental Health Administration, 51 N Street, N.E., Washington, D.C. 20002, telephone (202) 535-2525.

14. OPTIONS AND COLOR SELECTIONS. Purchaser may select options and colors at any scheduled time prior to the "Options and Colors Deadline." The Seller will give the Purchaser notice of the Options and Colors Deadline no later than 15 days prior to the Options and Colors Deadline. Purchaser agrees to pay to Seller the entire amount of the total options price (the "Options Deposit") at the time the options and colors are selected. Except as expressly provided in this Agreement, the Options Deposit is not refundable under any circumstances. Failure by Purchaser to make options and color selections prior to the Options and Colors Deadline shall be deemed a selection of standard features and colors. After the Options and Colors Deadline, selection of additional options and color changes shall be available only at the sole discretion of the Seller and may only be made by written change order signed by both parties. The availability of changes is conditioned upon construction schedule, pricing as determined by Seller, and written agreement between the parties as to both. Purchaser agrees to accept all color and material selections, appliances, interior hardware and trim, if any, installed on the Property or ordered by Seller for installation on the Property as of the date of this Agreement. Purchaser may make such interior color and material selections from the Seller's standard selections as have not already been made. All exterior colors and materials are to be pre-selected by Seller. If Seller is unable to obtain the exact material specified on the plans and specifications, through the Seller's ordinary and usual sources, Seller shall have the right to substitute materials of similar patterns, design, color and quality. Purchaser acknowledges and agrees that color and texture variations and imperfections in natural and other materials are part of the nature of such materials and are normal and expected.

15. MARKETING BY PURCHASER. Purchaser covenants that it shall not market the Unit or the Parking Space that it has contracted to purchase under this Agreement for re-sale until after Purchaser has actually closed on such Unit and the Parking Space. Purchaser acknowledges and agrees that such restriction specifically prohibits Purchaser from advertising the Unit or the Parking Space for sale in any newspaper or in any other print or electronic media (including on websites) or from listing the Unit or the Parking Space for sale with a realtor or other real estate broker or salesperson until after Purchaser has closed on its Unit and the Parking Space. Any attempted violation of this provision by Purchaser shall be deemed an event of default and breach of covenant by Purchaser under this Agreement entitling Seller to pursue all of the remedies set forth in this Agreement.

16. SETTLEMENT AGENT. The parties name _____ as Settlement Agent to act for both parties.

Choice of Settlement Agent: Purchaser has the right to select a settlement agent to handle the closing of this transaction. The settlement agent's role in closing the transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, Purchaser's lender will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds.

17. NOTICES

All notices and demands required or given pursuant to the terms of this Agreement shall be in writing and served by hand delivery or certified mail, return receipt requested, at the address of the parties indicated below.

18. DESIGNATIONS AND CAPTIONS

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

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

19. AGREEMENT EXPRESSES ENTIRE UNDERSTANDING

19.1 This Agreement together with all Addenda now attached to this Agreement (or hereafter entered into) together with the application (if any) submitted by Purchaser to Seller constitute the entire agreement between the parties. No representations, warranties, undertakings, promises, claims, advertising or promotional activities, made or conducted by Seller, or Seller's agents or representatives, whether oral, implied or otherwise, shall be binding upon Seller unless the same are expressly set forth in this Agreement, any Addenda or in a subsequent written agreement or addendum executed by Seller. All addenda, amendments, supplements or riders hereto, if any, shall be in writing and executed by both parties.

19.2 No representations or agreements with respect to modifications or changes in the Unit or extras required or requested by Purchaser, will be recognized unless such representations or agreements are in writing, signed by both of the parties, and payment for such modifications, changes or extras are made at the time of the execution of such writing.

20. COUNTERPARTS

This Agreement may be executed in counterparts, each of which, when so executed and taken together, may be considered an original.

21. TIME OF ESSENCE

Time shall be considered of the essence in this Agreement.

22. RECEIPT OF PUBLIC OFFERING STATEMENT

Purchaser hereby acknowledges that he or she has received a copy of the Public Offering Statement for the 1700 Kalorama Lofts, a Condominium.

23. AMENDMENTS OF CONDOMINIUM INSTRUMENTS

Seller reserves the right prior to settlement, to make such modifications, additions or deletions in or to any of the condominium instruments which may clarify the documents or as may be required by a permanent lender, public authority or the title company insuring title, provided, that such modifications are reasonable and within the general initial intent of the condominium instruments.

24. ACCESS TO UNIT PRIOR TO SETTLEMENT

In order to comply with insurance requirements and to assure the safety of the Purchaser and the Seller's personnel, the Purchaser may not have access or entry to the improvements, nor may it store any of its possessions in or about the improvements prior to the settlement under this Agreement and delivery of possession to the Purchaser hereunder. Any violation of this provision by Purchaser may, at the election of the Seller, be considered a material breach of this contract and in addition to any other remedies available to the Seller, the Seller may declare this contract void, and, in such event, the Deposit, plus any Options Deposit, may be retained by the Seller as fixed liquidated damages. Further, should the Purchaser enter the improvements at any time in violation of this Paragraph 24, the Purchaser assumes all liability and responsibility for any injury suffered by the Purchaser or his guests or invitees while visiting the Unit or the Condominium. Exceptions permitted by Seller shall not be deemed to invalidate the terms of this Paragraph 24.

25. PURCHASER'S RIGHT TO CANCEL

Seller hereby grants to Purchaser a period ending at midnight on _____ within which to review the Condominium documents made available to Purchaser pursuant to the Condominium Act, as amended from time to time, and applicable regulations. Notwithstanding any other provision of this Agreement, the Purchaser, at his election, by written notice to the Seller or Seller's agent, sent by registered mail (or personal delivery to the Seller's or Seller's agent's office during business hours) at any time prior to midnight local time of the 15th day following the date this Agreement is accepted by the Seller, or receipt by Purchaser of a current Public Offering Statement, whichever is later, may terminate this Agreement, and thereupon the Deposit and any Options Deposit shall be refunded and the parties hereto shall have no further rights or liabilities under this Agreement.

PURCHASER'S RIGHT TO CANCEL [SPANISH EQUIVALENT]

El vendedor permitira al comprado un periodo de 15 dias para revisar los documentos referente a las leyes y regulaciones in el Distrito de Columbia. No obstante cualquier otra provision de este acuerdo, el comprador, podra a su eleccion, responder al vendedor por medio de una carta registrada (o entregarlo personal mente a la oficina del vendedor durante las horas del trabajo) en eualquer momento antes de la medianoche del decimoquinto dia que sigue la fecha senalada en el contrato firmado por el comprado, o, que el comprado haya recibido un Anuncio de Oferta Publica corriente, lo que suceda ultimamente, podra terminar el acuerdo, el comprador recibira su deposito y no habra ninguna obligacion eritre las personas dentro de esta acuerdo.

26. ONE YEAR LEASE OF PARKING SPACE (STRIKE IF INAPPLICABLE)

Seller agrees to lease to Purchaser Parking Space No. _____ (the "Leased Space") for a one-year period commencing on the date of settlement on the Unit, if, and only if, such settlement on the Unit occurs. Seller grants Purchaser the option (the "Option") to purchase the Leased Space for

_____ on an all-cash basis. The Option may be exercised by Purchaser only by written notice given to Seller within 15 days after the first anniversary of the date of settlement on the Unit. The monthly rent for the Leased Space shall be \$_____ payable on the first day of each month during the term of the lease. If Purchaser exercises the Option, settlement on the conveyance of the Leased Space shall occur within 30 days after the first anniversary of the date of settlement on the Unit. Section 7 and Section 8 of this Agreement shall apply to adjustments for the Leased Space calculated as of the date of settlement on the Leased Space.

27. SPECIAL DISCLOSURE

Richard W. Naing is President and Manager of RWN Development Group, LLC (“RWN”). RWN is, in turn, Manager of Seller. Mr. Naing is a licensed real estate broker. Mr. Naing also serves as an employee of CB Richard Ellis, a real estate brokerage firm. CB Richard Ellis is not a party to the transactions contemplated by this Agreement. In all matters relating to this Agreement, Mr. Naing is serving as President and Manager of RWN and not as an employee of CB Richard Ellis.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates below written.

Purchaser’s Address:

PURCHASER(S):

Date: _____

(Purchaser’s Signature)

Date: _____

(Purchaser’s Signature)

Telephone No. _____

Home

Office

[SIGNATURES CONTINUED]

NOTWITHSTANDING THE DELIVERY OF A DEPOSIT, AND THE SALES PERSONNEL ACKNOWLEDGING WRITTEN RECEIPT THEREOF, THIS AGREEMENT IS NOT BINDING UPON SELLER UNTIL ACCEPTED IN WRITING BELOW BY SELLER.

SELLER:

1700 KALORAMA CONDOMINIUM LLC,
a District of Columbia limited liability company

By: RWN Development Group, LLC,
a Maryland limited liability company, as Manager

By: _____
Richard W. Naing, Manager

Date: _____

RECEIPT OF PUBLIC OFFERING STATEMENT

The undersigned acknowledge(s) that I (we) have received a Public Offering Statement for the 1700 Kalorama Lofts, a Condominium.

Date: _____

(Purchaser's Signature)

Date: _____

(Purchaser's Signature)

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