

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS

AMENDED AND RESTATED APPLICATION FOR CONDOMINIUM REGISTRATION

(PHASE II)

To:

DCRA Use Only

Condominium and Cooperative
Conversion & Sales Branch
D.C. Department of Consumer and
Regulatory Affairs
7th Floor
941 North Capitol Street, N.E.
Washington, D.C. 20001
Attn: Mrs. Linda W. Harried
Housing Regulations Specialist

Date: _____

Registration No.: _____

Fee/Agreement:

The undersigned makes application to the Chief of the Condominium and Cooperative Conversion and Sales Branch for registration of additional residential condominium units in a Condominium Project known as 1700 Kalorama Lofts, a Condominium.

Declarant:

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

AFFIDAVIT

Richard W. Naing, Manager of RWN Development Group, LLC, a Maryland limited liability company, the manager of 1700 Kalorama Condominium LLC, a District of Columbia limited liability company, being duly sworn, deposes and says: that the statements herein contained and the documents submitted are true and complete; and that 1700 Kalorama Condominium LLC is the Declarant of the Condominium Project described herein.

The undersigned further states that the Declarant will not make any material changes in this Amended and Restated Application for Registration (Phase II) of 1700 Kalorama Lofts, a Condominium, and the exhibits attached hereto without notifying the Director of the Department of Consumer and Regulatory Affairs, Condominium and Cooperative Conversion and Sales Branch, within fifteen (15) days of such changes.

Declarant

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

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2003.

Notary Public

My Commission expires:

A. DESCRIPTION OF THE PROPERTY

1. Project Name: 1700 Kalorama Lofts, a Condominium
2. Address: 1700 Kalorama Road, N.W.
Washington, D.C. 20009
3. Legal Description: Square: 2567 Lot: 81
4. ANC Number: 1C-08
5. Number of Units being registered in Phase II only: Twenty-eight (28) residential units.

Pursuant to a letter dated April 8, 2003, from Ms. Linda W. Harried to Mr. Richard W. Naing, the Condominium and Cooperative Conversion and Sales Branch of the Department of Consumer and Regulatory Affairs registered eight (8) residential units in Phase I of 1700 Kalorama Lofts, a Condominium (Registration No. 1678). Pursuant to a letter dated July 16, 2003, from Ms. Linda Harried to Mr. Richard W. Naing, the Condominium and Cooperative Conversion and Sales Branch of the Department of Consumer and Regulatory Affairs registered for sale an additional two (2) residential units in Phase I of the Condominium and thirty-eight (38) Parking Units. Now Applicant hereby applies for registration of an additional twenty-eight (28) residential condominium units in Phase II of the Condominium.

The original improvement on the land consisted of a two-story building and two-level parking deck developed for use as a commercial office building, which includes approximately 26,024 square feet of rentable space. In what is referred to as Phase I, there are two (2) commercial units on the first level, including a duplex unit on the first and second levels, all in the main structure, twenty (20) parking spaces located on the currently existing first level of the parking deck, ten (10) residential units in the main structure on the second level and eighteen (18) parking spaces located on the currently existing second level of the parking deck. Significant construction work remains to be done in order to finish the residential units in Phase I. The Declarant intends to add an additional Phase II, with twenty-six (26) additional residential units to be created, including twelve (12) residential units on each of the third and fourth floors of the main structure and two (2) duplex units on the fifth and sixth levels. Subject to the limitations of law and those contained in the Bylaws and the Declaration, commercial units may be converted into residential units and vice versa. A maximum of 30% of all units on the second floor and above may be used as commercial units. The maximum number of residential units that may be included in the condominium, including those which may be added by reason of future expansion will not exceed thirty-six (36) units.

6. Type of Condominium: Conversion of an existing building

B. APPLICANT

- 1. Name: 1700 Kalorama Condominium LLC
- 2. Address: 1700 Kalorama Road, N.W.
Washington, D.C. 20009
- 3. Telephone number: (202) 234-3882
(301) 367-3555

C. Applicant's sole manager is RWN Development Group, LLC, a Maryland limited liability company, the sole manager of which is, in turn, Richard W. Naing. Applicant's members are as follows:

Richard W. Naing 9410 River Road Potomac, MD 20854	49.5% membership interest
RWN Development Group, LLC c/o Richard W. Naing 9410 River Road Potomac, MD 20854	1.0% membership interest
SMR Investments, Ltd. Liability Co. c/o Richard W. Naing 9410 River Road Potomac, MD 20854	49.5%

RWN Development Group, LLC's sole member and manager is Richard W. Naing. SMR Investment's sole manager is Richard W. Naing, and it is 100% owned by Richard W. Naing and/or Richard W. Naing, as guardian of the property of Mr. Naing's children.

The address of Mr. Naing for the past five years is the same as the one shown above, and his occupation for the past five years is real estate developer and commercial real estate broker.

D. OTHER JURISDICTIONS, IF ANY, WHERE CONDOMINIUM IS FILED

Name of Jurisdiction: None

E. ADVERSE RULINGS

1. Has any of the individuals cited under B and/or C had any adverse rulings rendered against them in connection with the offering for sale or registration of any condominium units, any violation of any condominium statute or lack of compliance with a condominium instrument or any breach of contract, fraud or misrepresentation perpetrated against any unit owner, unit owner association, or purchaser?

Yes () No (X)

2. Has any of the individuals cited under B and/or C been convicted of a crime involving condominium unit dispositions or any aspect of the land sales business in the United States or any foreign country within the past ten years, or has been subject to any injunction or administrative order restraining a false or misleading promotional plan involving land disposition?

Yes () No (X)

F. AGENT

1. Name: CT Corporation System
2. Address: 1025 Vermont Avenue, N.W.
Washington, D.C. 20005

G. TITLE

1. If developer is owner of land, attach current Title Policy, Certificate of Title or Abstract of Title. Such statement must be dated within thirty (30) days of the application. If developer is contract owner or holds option to purchase land, attach a copy of the contract or option. If neither of above, attach a notarization explanation. Mark Exhibit G-1.

H. ENCUMBRANCES

1. List in order of priority mortgages or deeds of trust against property giving lender, secured amount, date, and purpose of loan:

Lender: Fremont Investment & Loan, A California industrial bank
Amount: \$12,030,000
Date: October 10, 2002

The first deed of trust was obtained for acquisition of the property and construction costs and expenses.

Lender: Bressler Family Investors, L.L.C., a Maryland limited liability company

Amount: \$2,440,000

Date: October 15, 2002

The second deed of trust was obtained for acquisition expenses for acquisition of the property.

2. Will units in project be conveyed free of all encumbrances?

Yes () No (X) If not, explain in detail:

The units will not be conveyed free of all encumbrances because all of the units will be subject to the Condominium Instruments of record, general real estate taxes for the current year not then due, restrictions and covenants of record, and individual purchaser's deeds of trust, if any. See Title Policy marked Exhibit G-1.

I. WARRANTIES

1. Attach a copy of warranty on conversion elements.
Not applicable
2. What form of security has been obtained to assume compliance with § 45-1856 of the Act? Give detailed explanation.

Declarant will obtain a letter of credit from Eagle Bank in the form of the letter attached hereto as Exhibit I-1 for 10% of the estimated construction or conversion costs. Declarant will enter into a Condominium Guaranty Agreement Against Structural Defects in the form attached hereto as Exhibit I-2 upon the consummation of settlement on the sale of the first residential unit in the Condominium.

3. Attach copy of warranty given by developer to purchase individual units. See Exhibit I-3.

J. SALES

1. Sales Agent: Richard W. Naing
Naing International
9410 River Road
Potomac, MD 20854

2 Escrow Account:

- a. Bank: Bank of America
- b. Address: Los Angeles, CA 90017-1468
- c. Account Designation: First American Title Insurance Co.
Primary Escrow Checking Account
Account No. 1233116617
ABA Routing No. 121 000 358

- 3. Attach a copy of the list of initial sales prices. See Exhibit J-1.
- 4. Attach a copy of all advertising material and promotional plans for Project. See Exhibit J-2.
- 5. Attach a copy of non-binding reservation agreement. See Exhibit J-3 [NONE].
- 6. Attach a copy of sample deed given to purchaser. See Exhibit J-4.

K. MANAGEMENT AGREEMENT

- 1. See attached Exhibit K-1.

L. PLATS AND PLANS

Attach copies. See copies attached as Exhibit L-1.

M. CONVERSION CONDOMINIUM

- 1. Attach a copy of the Notice to Vacate. See Exhibit M-2 [NONE].
- 2. Attach a copy of the Department of Consumer and Regulatory Affairs, Housing and Regulation Administration, Certificate of Eligibility to Convert to Condominium. See Exhibit M-2.
- 3. Attach a copy of Notarized Architect or Engineer's Report upon which condition of converted structure subsection of Public Offering Statement is based. See attached Exhibit M-3.

N. PUBLIC OFFERING STATEMENT

Attach Exhibit N.

EXHIBITS TO APPLICATION

- G-1 Title Policy
- I-1 Letter of Intent to Issue Bond or Letter of Credit
- I-2 Condominium Guaranty Agreement Against Structural Defects
- I-3 Limited Warranty
- J-1 Estimated Individual Sales Prices
- J-2 Advertising Material and Promotional Plans
- J-4 Deed
- K-1 Management Agreement
- L-1 Plans and Plat
- M-1 Exemption Letter
- M-2 Architect's or Engineer's Report
- N Amended and Restated Public Offering Statement {Phase II}

Exhibit G-1

Title Policy

Exhibit I-1

1700 KALORAMA LOFTS, A CONDOMINIUM

**Intent to Issue a Bond or Letter of Credit for 10% of Estimated
Construction or Conversion Costs. See § 42-1903(e)**

Exhibit I-2

CONDOMINIUM GUARANTY AGREEMENT
AGAINST STRUCTURAL DEFECTS

1700 KALORAMA LOFTS, A CONDOMINIUM

CONDOMINIUM GUARANTY AGREEMENT
AGAINST STRUCTURAL DEFECTS

THIS AGREEMENT is made this _____ day of _____, _____ by and between 1700 KALORAMA CONDOMINIUM, LLC, a District of Columbia limited liability company (the “Declarant”) and THE UNIT OWNERS ASSOCIATION OF 1700 KALORAMA LOFTS, A CONDOMINIUM (the “Association), and _____ (the “Depository”).

RECITALS

The Declarant has submitted the property located at 1700 Kalorama Road, N.W., Washington, D.C. (the “Property”) to a condominium regime under the provisions of Section 42-1901.01 et seq., of the District of Columbia Code, as amended (the District of Columbia Condominium Act of 1976, as amended) (the “Act”). The name of the condominium is 1700 Kalorama Lofts, a Condominium.

Section 1903.16(b) of the Act provides that the Declarant shall warrant against structural defects, each of the condominium units for two years from the date of conveyance and all of the common elements for two years. A copy of the warranty provided by Declarant pursuant to Section 1903.16(b) of the Act (the “Warranty”) is attached to this Agreement as Exhibit A.

Section 1903.16 of the Act provides that the Declarant shall post with the Mayor of the District of Columbia (the “Mayor”) a bond or such other security as the Mayor may require to assure compliance with Section 1903.16 of the Act.

NOW THEREFORE, for the purpose of assuring compliance with Section 1903.16 of the Act, and in consideration of the amount of One Dollar paid by the Declarant to the Depository, the parties hereto agree as follows:

1. The Declarant hereby deposits with the Depository, which acknowledges the receipt thereof, an irrevocable letter of credit (“Letter of Credit”) in the amount of \$_____ (identified as Irrevocable Letter of Credit No. _____) issued by _____ at the request of the Declarant, and designating the Mayor and the Association as joint beneficiaries.

2. Upon receipt of joint written instructions from the Association and the Mayor or his designee, the Declarant authorizes the Depository to release the Letter of Credit to the Mayor for purposes of meeting the requirements of Section 1903.16 of the Act and the terms of the Declarant’s Warranty.

3. If the Letter of Credit has not been released to the Mayor pursuant to paragraph 2 within the Warranty Period (as set forth in the Warranty), then the Depository shall release the Letter of Credit to the Declarant upon expiration of the Warranty Period.

4. It is the intention of the parties to this Agreement that the Depository shall act solely at all times on the joint instructions of the Association and the Mayor with respect to the Letter of Credit deposited with it by the Declarant, and for so acting the Declarant hereby expressly releases and relieves the Depository of any and all liability or claims of any nature. The Declarant agrees to pay all costs and expenses incurred by the Depository by reason of acting as Depository of the Letter of Credit.

5. The Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties. The word "Mayor" or the word "designee" shall be deemed to include his successor or successors.

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IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be executed on their behalf the day and year first above written.

DECLARANT

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

By: _____ (SEAL)
Name:
Title:

UNIT OWNERS ASSOCIATION OF
1700 KALORAMA LOFTS, A
CONDOMINIUM

By: _____

(Depository)
By: _____

Exhibit I-3

LIMITED CONDOMINIUM WARRANTY

1700 KALORAMA LOFTS, A CONDOMINIUM

LIMITED CONDOMINIUM WARRANTY

1700 Kalorama Condominium LLC (“Declarant”) warrants to _____ (the “Owner”), as the owner of Unit No. ____ (the “Unit”), in the 1700 Kalorama Lofts, a Condominium (the “Condominium”), that the Declarant shall repair or replace (at Declarant’s sole option) any defect in the structural elements of the Unit (as defined in the Condominium Declaration) for a period of two years from the date on which such Unit is conveyed to the Owner and the Declarant shall repair or replace (at Declarant’s sole option) any defect in the structural elements of the Common Elements (as defined in the Condominium Declaration) for a period of two years from the later of (i) the date, as to each of the Common Elements, on which such Common Element is completed, or (ii) the date on which the first Unit in the Condominium is conveyed, subject to the terms and conditions hereinafter set forth.

A “structural defect” shall mean a defect in a component that constitutes any Unit or portion of the Common Elements that reduces the stability or safety of the structure below standards commonly accepted in the real estate market, or restricts the normally intended use of all or part of the structure and which requires repair, renovation, restoration, or replacement.

IN ALL OTHER RESPECTS, THE UNIT IS SOLD IN AN “AS IS” CONDITION AND THE DECLARANT MAKES NO OTHER WARRANTIES OR UNDERTAKINGS EXCEPT AS HEREIN SET FORTH, AND NO WARRANTY SHALL BE IMPLIED.

This Warranty is made pursuant to the requirements of §42-1903.16 of Chapter 19 of Title 42 of the District of Columbia Code, as amended (the “Condominium Act”), and Declarant’s obligations under this Warranty shall not be construed to exceed the obligations imposed by §42-1903.16 of the Condominium Act with respect to the Warranty against structural defects in a conversion condominium. This Warranty is deemed to be “as is” as such term is defined in §42-1903.16(c) of the Condominium Act.

This Warranty shall not be construed to make the Declarant responsible for any items of maintenance relating to the Unit or the Common Elements.

Declarant does not warrant, and shall not be liable under this Warranty for any of the following:

(a) Loss or damage with respect to any claim of defect, unless written notice thereof shall have been given by a representative of the Unit Owners Association (as defined in the Condominium Bylaws) or the affected Unit Owner to the Declarant or its appointed legal representative within the warranty period specified by the Act.

(b) Loss or damage caused by defects or defective design or materials supplied by any Unit Owner or installed under his or her direction.

(c) Any secondary damage caused by defects including personal injury or injury or damage to personal property.

(d) Normal wear and tear or deterioration of any portion of the Condominium.

(e) Loss or damage resulting from condensation due to failure of any Unit Owner or the Unit Owners Association to maintain adequate heating and/or ventilation.

(f) Loss or damage occasioned by the negligence, improper maintenance, repair or operation or alteration by parties other than the Declarant, its subcontractors or agents, with respect to the structure, system equipment, appliance, or fixtures in the Units or the Common Elements.

(g) Accidental loss or damage including, but not limited to, damage resulting from fire, explosion, smoke, escape of water, changes, not reasonably foreseeable, in the level of water in the water table, glass breakage, windstorm, hail, lightning, falling trees, aircraft, motor vehicles, flood, earthquake, civil commotions, insects, soil movement, or any other acts of God.

(h) Loss or damage due to the failure of the Unit Owners Association or the Unit Owner to keep and maintain the Condominium or the Unit in good condition and repair, including, but not limited to, the changing of air conditioning filters, the lubrication or air conditioning and heating equipment, the draining of hot water heaters, the clearing of all exterior terrace and balcony drains, and the cleaning of dryer vents, all as necessary.

(i) Stoppage in the plumbing system caused by misuse by the Unit Owners, their tenants, or guests.

(j) Cracks, popping nails, floor squeaks and other effects of normal settlement, expansion, contraction or warping of materials that occur in walls, floors, ceiling, doors, windows and the like.

(k) Defects or smudges in painted surfaces, including cracks or peeling paint, chipping of porcelain in any item of equipment, chipping of tile, granite or marble, excess grouting on tiles, granite or marble, torn or defective screens or broken glass, defects in operating plumbing fittings on the plumbing fixtures, hardware, shades, blinds, awnings, kitchen equipment (including appliances), electrical switches or outlets.

(l) Loss or damage to carpet, walls, wall coverings, or light fixtures caused by move-ins, move-outs, or heavy traffic by potential purchasers.

(m) Loss or damage caused by air or water infiltration around windows and doors.

(n) Noise between units and floors.

(o) Defects in floors, including squeaks, cracks or gaps.

(p) Defects resulting from the shrinkage or swelling of wood surfaces, including molding and caulking.

This Warranty cannot be modified except in writing.

In the event any provision of this Warranty is deemed by a court of competent jurisdiction to be unenforceable, that determination will not affect the enforceability of the remaining provisions. This Warranty is to be binding upon and personal to the Declarant and the party or parties named above. This Warranty is to be interpreted and construed in accordance with the laws of the District of Columbia.

This Warranty is not assignable.

Each and every one of the Warranties herein made by the Declarant should be considered as limited warranties, both as to scope and duration.

This Warranty shall not be construed to make the Declarant responsible for any items of maintenance relating to the Unit or the Common Elements.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed as of the ____ day of _____, _____.

DECLARANT:

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

Subscribed and sworn to before me this ____ day of _____, _____.

Notary Public

My Commission expires: _____

Exhibit J-1

1700 Kalorama Lofts, a Condominium
Condominium Sales Price List

**CONDOMINIUM SALES PRICE LIST
ESTIMATED AND SUBJECT TO CHANGE**

RESIDENTIAL SECOND FLOOR SALES PROFORMA									
Second Floor									
Residential Space									
Unit #	SF	Price / SF	Price / SF	Balcony				Total Bid Price	Total Buy Now Price
		Bid	Buy Now						
201	1,150	\$400	\$420	\$10,000				\$470,000	\$493,000
202	1,392	\$400	\$420	\$10,000				\$566,800	\$594,640
203	1,089	\$400	\$420	\$10,000				\$445,600	\$467,380
204	1,489	\$420	\$440					\$625,380	\$655,160
205	1,075	\$400	\$420					\$430,000	\$451,500
206	1,017	\$400	\$420					\$406,800	\$427,140
207	1,039	\$400	\$420					\$415,600	\$436,380
208	781	\$400	\$420					\$312,400	\$328,020
209	780	\$250	\$270					\$195,000	\$210,600
210	807	\$250	\$270					\$201,750	\$217,890
Total SF	10,619			Total Sales:				\$4,069,330	\$4,281,710
Total Estimated Second Floor Revenue								\$4,069,330.00	\$4,281,710.00
Unit Description									
Unit #	Baths	Tub	Shower	WIC	Balcony	Fireplace			Max Ceiling Heights/Notes
201	2	1	2	2	Y	Y			10'-0"
202	2	1	2	2	Y	Y			10'-6"
203	2	1	2	1	Y	Y			10'-0"
204	2	1	2	2	N	Y			12'-0" Corner Unit
205	2	0	2	1	N	Y			10'-0"
206	2	1	1	1	N	Y			10'-1"
207	2	1	2	1	N	Y			10'-6"
208	1	1	0	0	N	N			10'-11"
209	1	0	1	0	N	N			9'-6"
210	1	1	0	0	N	N			9'-6"

RESIDENTIAL THIRD FLOOR SALES PROFORMA

Third Floor

Residential Space

Unit #	SF		Bid Price / SF		Price/SF	Balcony	Total Bid Price	Total Buy Now Price
	Unit	Terrace	Unit	Terrace	Buy Now			
301	1,150		\$425.00		\$445	\$10,000.00	\$498,750	\$521,750
302	1,390		\$425.00		\$445	\$10,000.00	\$600,750	\$628,550
303	1,089		\$425.00		\$445	\$10,000.00	\$472,825	\$494,605
304	1,489		\$445.00		\$465	\$10,000.00	\$672,605	\$702,385
305	1,075		\$425.00		\$445	\$10,000.00	\$466,875	\$488,375
306	1,017		\$425.00		\$445	\$10,000.00	\$442,225	\$462,565
307	1,039		\$425.00		\$445	\$10,000.00	\$451,575	\$472,355
308	1,407		\$425.00		\$445	\$10,000.00	\$607,975	\$636,115
309	1,434		\$425.00		\$445		\$609,450	\$638,130
310	1,411	309	\$425.00	\$200.00	\$445		\$661,475	\$689,695
311	1,307		\$425.00		\$445	\$10,000.00	\$565,475	\$591,615
312	1,311		\$425.00		\$445	\$10,000.00	\$567,175	\$593,395
Total SF	15,119				Total Sales:		\$6,617,155	\$6,919,535

Total Estimated Third Floor Revenue **\$6,617,155.00** **\$6,919,535.00**

Unit Description									
Unit #	Baths	Tub	Shower	WIC	Balcony	Fireplace		Max Ceiling Heights/Notes	
301	2	1	2	1	Y	Y		10'-6"	
302	2	1	2	2	Y	Y		10'-6"	
303	2	1	2	1	Y	Y		10'-6"	
304	2	1	1	2	Y	Y		10'-6"	Corner Unit
305	2	0	2	1	Y	Y		10'-6"	
306	2	1	1	1	Y	Y		10'-6"	
307	2	1	2	1	Y	Y		10'-6"	
308	2	1	2	2	Y	Y		10'-6"	
309	2	1	2	2	N	Y		10'-6"	
310	2	1	2	2	N	Y		10'-6"	Outdoor Terrace
311	2	1	1	2	Y	Y		10'-1"	

312		2	1	1	2	Y	Y		10'-1"
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RESIDENTIAL FOURTH FLOOR/PENTHOUSE SALES PROFORMA

Fourth Floor - Penthouse

Residential Space

Unit #	SF		Bid Price/SF		Price/SF	Balcony		Total Bid Price	Total Buy Now Price
	4th Floor/Pent	Terrace	4th Floor/Pent	Terrace	Buy Now				
401	1,315	427	\$450	\$200	\$470	\$10,000		\$687,150	\$713,450
402	1,485	504	\$450	\$200	\$470	\$10,000		\$779,050	\$808,750
403	1,239	476	\$450	\$200	\$470	\$10,000		\$662,750	\$687,530
404	1,649	1,222	\$470	\$200	\$490	\$10,000		\$1,029,430	\$1,062,410
405	1,253	740	\$450	\$200	\$470	\$10,000		\$721,850	\$746,910
406	1,162	490	\$450	\$200	\$470	\$10,000		\$630,900	\$654,140
407	1,184	438	\$450	\$200	\$470	\$10,000		\$630,400	\$654,080
408	1,664	428	\$450	\$200	\$470	\$10,000		\$844,400	\$877,680
409	1,563	580	\$450	\$200	\$470			\$819,350	\$850,610
410	1,716	290	\$450	\$200	\$470			\$830,200	\$864,520
411	1,307	27	\$450	\$200	\$470			\$593,550	\$619,690
412	1,311	27	\$450	\$200	\$470			\$595,350	\$621,570

Total SF	16,848	5,649	Total Sales:			\$8,824,380	\$9,161,340
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Total Estimated Fourth Floor Revenue	\$8,824,380.00	\$9,161,340.00
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Unit Description									
Unit #	Baths	Tub	Shower	WIC	Balcony	Fireplace	Max Ceiling Heights/Notes		
401	2	1	2	1	Y	Y	21'-5"	Rooftop Terrace	
402	2	1	2	2	Y	Y	21'-5"	Rooftop Terrace	
403	2	1	2	1	Y	Y	21'-5"	Rooftop Terrace	
*404	2	1	1	2	Y	Y	21'-5"	Rooftop Terrace	
405	2	1	2	1	Y	Y	21'-5"	Rooftop Terrace	
406	2	1	1	1	Y	Y	21'-5"	Rooftop Terrace	
407	2	1	1	1	Y	Y	21'-5"	Rooftop Terrace	
408	2	1	2	2	Y	Y	21'-5"	Rooftop Terrace	
409	2	1	1	2	N	Y	21'-5"	Rooftop Terrace	
410	2	1	2	2	N	Y	21'-5"	Rooftop Terrace	

411		2	1	1	2	Y	Y		10'-1"	Rooftop Terrace
412		2	1	1	2	Y	Y		10'-1"	Rooftop Terrace

RESIDENTIAL FIFTH FLOOR/PENTHOUSE SALES PROFORMA

Fifth Floor - Penthouse

Residential Space

Unit #	SF			Bid Price/SF		Price/SF	Total Bid Price	Total Buy Now Price
	4th Floor/Pent	Terrace	Upper Terrace	4th Floor/Pent	Terrace	Buy Now		
501	1,595	887	369	\$650	\$200	\$670	\$1,287,950	\$1,319,850
502	1,565	887	369	\$650	\$200	\$670	\$1,268,450	\$1,299,750
Total SF	3,160	1,774	738	Total Sales:			\$2,556,400	\$2,619,600

Total Estimated Fifth Floor Revenue **\$2,556,400.00** **\$2,619,600.00**

Unit Description

Unit #	Baths	Tub	Shower	WIC	Balcony	Fireplace	Max Ceiling Heights/Notes
501	2	1	1	2	N	Y	18'-1" 2 Rooftop Terraces
502	2	1	1	2	N	Y	18'-1" 2 Rooftop Terraces

PARKING SALES PROFORMA

First And Second Level Parking

First Level - Fully Covered

Second Level - Partially Covered

Space #	Description	SF	Price	Space #	Description	SF	Price	Notes
101	EFE	171	\$42,750	201	H/C	266	\$66,500	
102	C	144	\$36,000	202	H/C	266	\$66,500	
103	FE	171	\$42,750	203	F	171	\$42,750	
104	CE	152	\$38,000	204	F	171	\$42,750	
105	C	144	\$36,000	205	F	171	\$42,750	
106	F	162	\$40,500	206	C	128	\$32,000	
107	FE	171	\$42,750	207	C	128	\$32,000	
108	CE	152	\$38,000	208	C	128	\$32,000	
109	FE	171	\$42,750	209	C	128	\$32,000	
110	FE	171	\$42,750	210	CE	145	\$36,250	
111	EC	128	\$32,000	211	C	128	\$32,000	
112	C	142	\$35,500	212	CT	209	\$52,250	
113	CE	156	\$39,000	213	T	235	\$58,750	
114	T	234	\$58,500	214	T	235	\$58,750	
115	FE	231	\$57,750	215	T	235	\$58,750	
116	CE	208	\$52,000	216	FE	217	\$54,250	
117	T	234	\$58,500	217	FE	217	\$54,250	
118	CT	208	\$52,000	218	FE	217	\$54,250	
119	T	234	\$58,500					
120	FE	234	\$58,500					
Total First Level			\$904,500	Total Second Level			\$848,750	

Total Estimated Parking Revenue

\$1,753,250.00

NOTE: Full spaces and tandem spaces on first and second level parking garage can accommodate hydraulic parking system for an additional car.

EC - Exterior Compact

CE - Compact Extended

EFE - Exterior Full Extended

H/C - Handicapped

C - Compact

CT - Compact Tandem

FE - Full Extended

T - Tandem

Exhibit J-2

Advertising Material and Promotional Plans

Exhibit J-4

Deed

DEED

THIS DEED, made this _____ day of _____, 200_, by and between 1700 Kalorama Condominium LLC ("Declarant"), and _____ ("Buyer"):

WITNESSETH, that in consideration of Ten Dollars and other valuable consideration, the receipt and sufficiency of which are acknowledged, Declarant does grant in fee simple absolute to Buyer all that piece or parcel of land, together with improvements, rights, privileges and appurtenances to the same belonging, situate in the District of Columbia, described as follows, to wit:

A part of Lot 81 in Square 2567 now known as Unit No. ____ [and Parking Unit No. __] in the condominium project known as 1700 Kalorama Lofts, a Condominium, created by a Declaration of Condominium dated _____, and recorded _____, as Instrument No. _____, and the By-Laws dated _____ and recorded _____, as Instrument No. _____, both among the District of Columbia land records, and the Plats and Plans recorded in Plat Book ____ at Page _____, in the Surveyor's office of the District of Columbia.

Together with an undivided percentage share interest in the Common Elements of [name of condominium] as set forth in said Declaration of Condominium and the Exhibits thereto.

[Together with a limited common element of Storage Space No. __ .]

The said property being known for assessment and taxation purposes as Lot 81 in Square 2567.

And the Declarant covenants that it will warrant specially the property hereby conveyed; and that it will execute such further assurances of said land as may be requisite.

In Witness Whereof, on this ___ day of ___, 200_, the Declarant has caused this document to be executed on its behalf by its Manager.

DECLARANT:

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

This instrument was acknowledged before me on _____, _____ by Richard W. Naing in his capacity as Manager of RWN Development Group, LLC, as Manager of 1700 Kalorama Condominium LLC.

Notary Public

SEAL:

My Commission Expires:

Exhibit K-1

Management Agreement

Exhibit L-1

Plat and Plans

Exhibit M-1

Exemption Letter

Exhibit M-2

Architect's or Engineer's Report

Exhibit N

Amended and Restated Public Offering Statement (Phase II)