

Takoma Overlook Condominium

CONDOMINIUM UNIT PURCHASE AGREEMENT

Title to be conveyed in the
name(s) of:

Building No:

7333 New Hampshire Avenue,
Takoma Park, Maryland 20912

Condominium Unit No:

Percentage Interest:

See "Declaration" (defined below)

of Assigned Parking Spaces
Included in Purchase:

of Assigned Storage Spaces
Included in Purchase, if
applicable:

Anticipated Settlement Date:

THIS AGREEMENT (this "Agreement") is made as of the Effective Date (as hereinafter defined) by and between **TENACITY 7333 NEW HAMPSHIRE AVENUE LLC**, a Maryland limited liability company ("Seller") and _____ ("Purchaser").

WHEREAS, Seller is the owner of certain land located at 7333 New Hampshire Avenue, Takoma Park, Maryland 20912, together with the buildings located thereon (collectively, the "Property"); and

WHEREAS, Seller has submitted or intends to submit the Property to the effect of the provisions of Title 11 of the Real Property Article of the Annotated Code of Maryland (2003 Replacement Volume), as amended (the "Condominium Act"), the Property thereafter being known or to be known as Takoma Overlook Condominium (the "Condominium"); and

WHEREAS, Purchaser wishes to purchase the Condominium Unit identified above and as shown on the plat and plans of the Condominium (the "Condominium Plat and Plans"), together with the undivided interest in the common elements of the Condominium appurtenant to such Condominium Unit (the "Common Elements") as defined in the Declaration of Takoma Overlook Condominium (the "Declaration") filed or to be filed with the Office of the Clerk of the Circuit Court of Montgomery County, Maryland (the "Land Records");

Now therefore, in consideration of the payment of the Deposit (as hereinafter defined) to Seller, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agrees as follows:

1. BASIC TERMS.

1.1 Defined Terms. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration; otherwise, terms not defined herein shall have the meanings specified for such terms in Section 11-101 of the Condominium Act.

1.2 Terms of Purchase. Seller agrees to sell and Purchaser agrees to purchase (a) the Condominium Unit identified in the Declaration as Condominium Unit No. _____ (the "Condominium Unit" or the "Unit") and (b) the exclusive right to use and occupy the Limited Common Element parking spaces and/or if applicable, the Limited Common Element storage spaces (referred to herein respectively as the "Parking Spaces" or "Storage Spaces") identified in license agreements provided by Seller at Settlement (the "License Agreements"). The Unit's Percentage Interest in the Common Elements of the Condominium (the "Percentage Interest") is as set forth in the Declaration.

Seller shall have the absolute discretion to determine which actual Parking Space(s) (and if applicable Storage Space(s)) Seller shall assign to Purchaser at Settlement. At Settlement, Seller and Purchaser may enter into the License Agreements for the selection of one or more numbered Limited Common Element Parking Spaces and/or Storage Spaces, if applicable. Notwithstanding the assignment of any numbered Parking Spaces and/or Storage Spaces to Purchaser identified in such License Agreements, Seller shall have the right, in Seller's sole discretion, prior to and following Settlement, as applicable, to relocate any Parking Spaces or Storage Spaces, if applicable, or to substitute a different numbered Parking Space and/or Storage Space, if applicable, within the Condominium (i) in the event an error is made by Seller in the numbering or allocation of said Parking Spaces and/or Storage Spaces to Purchaser; (ii) in the event any Parking Spaces and Storage Spaces in the Condominium are reconfigured; or (iii) if Seller is required to relocate said Parking Spaces and/or Storage Spaces in order to comply with applicable law (including, without limitation, the Fair Housing Act or Americans With Disabilities Act) and/or the terms of any easements or covenants of record. Further, Purchaser acknowledges and agrees that, in the event any Parking Spaces and/or Storage Spaces to be assigned to Purchaser pursuant to the terms of the License Agreements are not available for immediate assignment to Purchaser at the time of Settlement, then Seller shall have the right in its sole discretion to temporarily designate an alternative Parking Spaces and/or Storage Spaces for use by the Purchaser until the Parking Spaces and/or Storage Spaces to be assigned to Purchaser becomes available. Purchaser hereby agrees that the substitution or the temporary designation by Seller of a different or alternative numbered Parking Spaces and/or Storage Spaces within the Condominium shall not constitute a default of Seller pursuant to this Agreement, entitle Purchaser to terminate this Agreement, give rise to any claims for damages against Seller, entitle Purchaser to delay or postpone the date of Settlement, or permit Purchaser to refuse to settle.

1.3 Plat Designation of Unit. The description, location, and area of the Unit are shown, or will be shown, on the Condominium Plat and Plans. Such Condominium Plat and Plans are recorded or will be recorded on or before the date of settlement hereunder, together with the Declaration among the Land Records of the State of Maryland. Purchaser has no right of approval of said Condominium Plat and Plans. Purchaser acknowledges that the Condominium Plat and Plans have been or will be prepared by a licensed professional surveyor and/or engineer and Seller does not warrant or guarantee in any manner the accuracy of the Condominium Plat and Plans or their compliance with the Condominium Act or other applicable law.

2. PURCHASE PRICE; TERMS OF PAYMENT

2.1 The Purchase Price shall be as follows:

| | |
|--|----|
| (a) Purchase Price of the Unit* | \$ |
| (b) If applicable, assignment of an additional Limited Common Element Parking Space (selection of specific Parking Space to be made at or prior to Settlement and identified in the Parking Space License Agreement) | \$ |
| (c) If applicable, assignment of a Limited Common Element Storage Space (selection of specific Storage Space to be made at or prior to Settlement and identified in the Storage Space License Agreement) | \$ |
| Total Purchase Price** | \$ |

2.2 The Purchase Price shall be paid as follows:

| | |
|---|----|
| (a) Deposit to be paid upon signing this Agreement, and to be applied as part payment of the Purchase Price; receipt of which amount is hereby acknowledged | \$ |
| (b) Loan proceeds (if any) | \$ |
| (c) At time of Settlement, in cash or by certified check or by wire transfer of immediately available funds (exclusive of any Settlement costs and prorated amounts)*** | \$ |

* The Purchase Price of the Unit includes the assignment of 1 Limited Common Element Parking Space.

** Purchaser acknowledges that this figure is exclusive of Settlement costs, prorated amounts, Unit Owners' Association fees and any other amounts required to be paid by Purchaser pursuant to this Agreement.

*** Purchaser acknowledges that this figure is only an estimate and in all events Purchaser shall be required to pay to Seller at Settlement the entire Purchase Price (to which the Deposit shall be credited) and any other amounts required to be paid by Purchaser pursuant to this Agreement.

2.3 Deposit.

Purchaser acknowledges and agrees that the Deposit will be held (by Seller, by Tenacity Settlements, LLC, or by such other escrow agent that Seller shall designate or approve at the request of Purchaser) in an interest-bearing escrow account in accordance with Section 11-121 of the Condominium Act. At Settlement the Deposit will be applied toward payment of the Purchase Price and any interest earned on the Deposit will be paid or credited to Purchaser. If this Agreement is terminated for any reason, the Deposit (and all interest accrued thereon) will be paid to the person lawfully entitled to the Deposit under the terms of this Agreement. Seller shall have no liability to Purchaser if the Deposit is not placed in an interest-bearing escrow account in the event Seller approves a party requested by Purchaser to serve as the escrow agent.

3. FINANCING

Purchaser hereby elects the following method of financing, pursuant to the terms of this Agreement:

(Purchaser to designate applicable financing):

- No financing arrangement (all cash).
- Financing arranged through lender of Purchaser's choice (a "Purchaser Selected Lender").
- Financing arranged through one of the lenders designated by Seller as one of its preferred lenders (which may be through the mortgage broker services of Seller's affiliate Tenacity Mortgage ("TM")) (each a "Preferred Lender").

Seller's Preferred Lenders are identified on **Schedule B** attached hereto.

As used in this Agreement, the term "Lender" shall mean the lender (whether a Purchaser Selected Lender or a Preferred Lender) selected by Purchaser above.

PURCHASER HAS THE RIGHT TO SELECT THE LENDER OF PURCHASER'S CHOICE. PURCHASER IS NOT REQUIRED TO CHOOSE A PREFERRED LENDER AND PURCHASER SHALL NOT BE PENALIZED IN THE EVENT PURCHASER DOES NOT SELECT A PREFERRED LENDER (ALTHOUGH PURCHASER SHALL NOT BE ENTITLED TO THE BENEFITS, IF ANY, THAT SELLER MAY AGREE TO PROVIDE TO PURCHASERS THAT UTILIZE TM AS PURCHASER'S LENDER).

3.1 No Financing Arrangement (all cash). If Purchaser elects to pay the Purchase Price all in cash, then this Agreement shall be in no way contingent upon Purchaser obtaining any financing and Purchaser assumes full responsibility to initiate and pursue all steps necessary to obtain the funds required for Settlement. Further, within fifteen (15) days from the Effective Date, Purchaser shall provide Seller proof of Purchaser's financial ability to pay the balance due at Settlement. If Purchaser, upon request by Seller, fails to promptly provide proof satisfactory to Seller, in Seller's sole discretion, of Purchaser's financial ability to pay the balance due at Settlement, then Seller, at Seller's sole option, may terminate this Agreement and pursue any of the remedies provided in Section 12 of this Agreement (including but not limited to terminating this Agreement). If Purchaser fails to pay the Purchase Price due at Settlement, then Seller may, at its sole option, pursue any of the remedies provided in Section 12 of this Agreement.

3.2 Financing Arrangement. If Purchaser elects to obtain financing through a Purchaser Selected Lender, any such Purchaser Selected Lender shall be reasonably acceptable to Seller. If Purchaser elects to obtain financing through a Purchaser Selected Lender or a Preferred Lender, Purchaser shall make prompt application therefore and this Agreement shall be contingent upon financing for a period of thirty (30) days from the Effective Date (the "Financing Contingency Period"). Within thirty (30) days from the Effective Date, Purchaser shall provide Seller with (i) a letter from a lender reasonably acceptable to Seller stating that Purchaser is approved for a mortgage in the amount indicated in Section 2.2(b), subject only to conditions deemed reasonable by Seller in its sole discretion, and (ii) proof satisfactory to Seller, in its sole discretion, of Purchaser's financial ability to pay the balance due at Settlement. If Purchaser fails to comply with such provisions, then Seller may, at its sole option, pursue any of the remedies provided in Section 12 of this Agreement (including but not limited to terminating this Agreement). If during the Financing Contingency Period, Purchaser cannot obtain financing approval, then Purchaser at its

sole option may terminate this Agreement by delivering written notice to Seller on or before the expiration of the Financing Contingency Period (in which case the Deposit shall be returned to Purchaser). Upon expiration of the Financing Contingency Period, this Agreement shall not be contingent on financing and if Purchaser fails to pay the Purchase Price due at Settlement, then Seller may, at its sole option, pursue any of the remedies provided in Section 12 of this Agreement.

3.3 General Provisions Regarding Lender Financing.

(i) Purchaser hereby authorizes Seller and each lending institution to which Purchaser makes application for a loan to make inquiry and investigation as to Purchaser's credit, character, reputation and financial responsibility.

(ii) Purchaser acknowledges and agrees that in connection with a lending institution's underwriting of Purchaser's loan, Seller, unless otherwise required by law, rule or regulation, shall only be required to complete a standard condominium questionnaire and provide such lender with one (1) copy of the Public Offering Statement and Consumer Guide for the Condominium (which may, at Seller's option, be in a written or electronic format or on a computer disk).

(iii) Seller makes no representations or warranties that Purchaser will be able to obtain a mortgage commitment, or mortgage, and Purchaser shall have the sole obligation to obtain the same. In no event shall Seller have any obligation or liability to Purchaser because of any Lender's refusal (including the refusal of any Preferred Lender) to issue such a commitment or to disburse the proceeds hereunder for any reason whatsoever.

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

(iv) If a commitment for the mortgage loan is issued, then Purchaser shall comply with the terms of such commitment. Purchaser agrees, when requested, to comply with any conditions of such commitment (other than those conditions that are within Seller's control) and to execute such note, deed of trust, and other instruments required by the Lender to properly document and secure the loan. Upon receipt of a loan commitment and acceptance thereof by Purchaser, Purchaser shall immediately furnish Seller with a complete copy of the commitment and Purchaser's acceptance thereof. After issuance, the commitment shall not be modified or allowed to lapse without Seller's written consent. If the Lender refuses to make the loan due to Purchaser's failure to comply with the terms of any commitment, Seller may, at its sole option, pursue the remedies provided in Section 12 of this Agreement.

(v) Purchaser agrees to pay all points and fees imposed by the Lender and except as otherwise specifically agreed, Seller is not obligated to pay any fees or points charged by a Lender. If required by the Lender, Purchaser agrees to pay at settlement an initial mortgage insurance premium and further agrees to pay annual mortgage insurance premiums that accrue thereafter.

(vi) Purchaser agrees to promptly advise Seller in writing of any material adverse change in Purchaser's financial condition. As requested by Seller, Purchaser shall promptly provide Seller with proof of Purchaser's financial ability to pay the balance due at Settlement.

4. CONDITION

4.1 As-Is. The Unit shall be conveyed to by Seller to Purchaser in its "As-Is" condition but with the materials, fixtures, equipment, and appliances and other finishes described in **Schedule A** attached hereto (the "Finishes"). The Unit and the improvements therein are being sold unfurnished and will contain only the fixtures and appliances actually installed in the Unit at the time of the "walk through" inspection as provided in Section 6.4 unless otherwise agreed in writing to be installed by Seller after Settlement.

Seller shall have the absolute right to substitute materials, fixtures, equipment, and appliances and other finishes which Seller determines to be of substantially equal quality or performance as those specified or indicated on **Schedule A**. In addition, if Seller determines, in its sole discretion, that any of the Finishes become unavailable or if Seller determines that the inclusion of any such Finishes is not feasible, either structurally or economically, then Seller shall have the right to withdraw such Finishes and the Purchase Price shall be reduced by the cost of the deleted Finish. Seller makes no representation or warranty as to the final location of any utilities to be installed within the Unit.

4.2 Changes. Seller shall have the right to make changes in the dimensions of any portion of the Condominium, provided that the changes are not material and adverse. Seller further reserves the right, but shall not be obligated, to make changes in construction as may be necessary from time to time due to design changes by the contractor or architect, the particular requirements of Purchaser's or Seller's mortgage lenders or any other governmental authority having jurisdiction over the Unit, or as may be otherwise required by material shortages, work stoppages, emergencies, necessary changes to the Plats and Plans discovered in construction for reasons of impossibility, structural soundness, aesthetics, or by acts of God, labor disputes, fire or other casualty, 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 and laws, governmental approvals of any kind, inclement weather, or any other similar or dissimilar causes or reasons beyond the reasonable or practical control of Seller. If Seller changes the design, type, location, or standard selections or finishes, or price for other units in the Condominium or elsewhere, Seller shall have no obligation to make corresponding changes to the Unit sold to Purchaser.

4.3 Promotional Materials. The parties expressly agree that any brochures or other materials regarding the Unit, model units or the Condominium containing artist's renditions, photographs, dimensions or drawings of any nature are not binding and are for demonstrative and illustrative purposes only and may not be exactly duplicated. Any model unit maintained by Seller is not part of the basis of the bargain between Seller and Purchaser. Grades, open areas, elevations, dimensions, and the location of walks, stairs, plantings, and other landscape features, and other interior and exterior features of the Unit may not precisely conform to those displayed in any model unit maintained by Seller (including without limitation any video or computer Unit simulations or presentations) or in any promotional material supplied by Seller. Certain furniture, furnishings, wall and floor coverings, light fixtures, bookcases and other built-ins, and other decorative features and the like, as displayed in any model unit, are for display purposes only and are not considered a part of the Unit for the purposes of this Agreement. Further, the location of wall switches, thermostats, chases, plumbing, electrical outlets and similar items may vary from dwelling to dwelling (including the Unit) and may not be as shown in any model dwelling. Any floor plans, sketches or sales drawings shown to Purchaser other than those which are a part of the Condominium Plat and Plans on file with the local governing authority are for display purposes only and may not be exactly duplicated. Purchaser acknowledges its understanding that any model unit and all items therein and any promotional materials provided by Seller to Purchaser are solely for display and marketing purposes and do not constitute a warranty or representation from Seller that Purchaser's Unit will contain those same items or that the dimensions of rooms in the unit will be

the same as in the model unit or promotional materials. Purchaser further acknowledges and agrees that trees and landscaping located on the property of the Condominium may be removed to accommodate the construction of the Condominium. Seller does not guaranty or warrant that the property of the Condominium will include trees or landscaping at the time of Settlement.

4.4 Variations in Materials. Purchaser acknowledges Purchaser's awareness that certain materials utilized in the construction of the Unit (including, but not limited to, brick, stone, roofing, ceramic tile, carpeting, wood panels, paint, etc.) are manufactured in lots or batches and that variances in color, texture and size may occur from lot to lot or from batch to batch. As a result, should materials used in the construction of the Unit supplied to Seller by the manufacturer be from different lots or batches, such materials may likewise vary in color, size or texture. Purchaser acknowledges that variances may also occur between materials used in the construction of the Unit and materials used in the construction of any "model" unit and/or the samples of materials displayed in Seller's sales office. Purchaser specifically agrees that any variances in the color, textures or size of such materials installed in the Unit, or any variances from similar materials or furniture, fixtures or appliances shown by sample or as installed in any "model" unit, shall not constitute a defect in the materials or in workmanship or be a failure of Seller to build in substantial conformance with the Plats and Plans.

4.5 Renovations. As detailed in Article II, Section E of the Public Offering Statement and Consumer Guide (the "POS"), Seller will undertake certain renovations to the Common Elements of the Condominium (the "Common Element Renovations") and certain renovations to the Units of the Condominium (the "Unit Renovations" and collectively with the Common Element Renovations, the "Renovations"). Purchaser understands that the Common Element Renovations may or may not be commenced and/or completed until after Settlement. The Common Element Renovations are capital improvements to the Condominium undertaken by Seller through and on behalf of the Association. Purchaser hereby grants to Seller and its agents and contractors the right to access the Unit to undertake the Renovations. The provisions of this Section 4.5 shall survive Settlement.

5. UNIT OWNERS ASSOCIATION AND CONDOMINIUM ASSESSMENT

5.1 Unit Owners Association. A condominium Unit Owners association (an "Association" or "Unit Owners Association") has been established for the purpose of operating and maintaining the Common Elements of the Condominium. Each owner of a Unit in the Condominium will automatically 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/or the Bylaws. The affairs of the Association will be conducted by the Unit Owners Association, as set forth in the Bylaws. Annual and special meetings of the Condominium Association shall be conducted as provided in the Bylaws of the Association.

5.2 Condominium Assessment. Purchaser acknowledges that Purchaser has been fully advised that the Unit is part of a Condominium organized under the Condominium Act, and that upon taking title to the Unit, Purchaser will have a continuing monthly obligation to pay in advance, when assessed by the Unit Owners' Association, his or her share of the Unit's Percentage Interest (as set forth in the Declaration) of the Common Expenses of operating and maintaining the Condominium, as indicated in the Condominium Declaration, Bylaws, Condominium Plat and Plans and Rules and Regulations (collectively, the "Condominium Instruments"). The assessment will be based on the budget adopted from time to time by the Association. The projected budget for the first year of operation of the Condominium and a table of initial estimated monthly assessment is included in the Public Offering Statement and Consumer Guide. The projected budget is believed to be reasonably accurate, but no warranty is made or intended that the budget will not be increased either before or after Settlement, nor may one be relied upon. The estimated assessment does not include real estate taxes on the Unit.

6. SETTLEMENT

6.1 Settlement on the purchase and sale of the Unit ("Settlement") shall occur on such date (the "Settlement Date") and at such time as designated by Seller in a notice ("Settlement Notice") given to Purchaser at least ten (10) days in advance of such date stating that Seller is prepared to tender title and possession of the Unit to Purchaser. Seller agrees that said Settlement Notice will not be given prior to the time the rescission period under Section 18 expires. Unless otherwise agreed to by the parties in writing, Settlement will occur at 2:00 p.m. on the Settlement Date at the offices of the Title Company. Time is of the essence with respect to Purchaser's obligation to complete Settlement on the Settlement Date. Purchaser shall pay to Seller at Settlement by certified or cashier's check the unpaid balance of the Purchase Price and all other sums payable to Seller hereunder. While Seller believes in good faith that Settlement will occur on or about the Anticipated Settlement Date set forth on the first page of this Agreement, Seller shall have no liability to Purchaser and Seller shall not be deemed to be in default under this Agreement if Settlement does not occur on the Anticipated Settlement Date.

6.2 If Settlement shall not have occurred within twenty-four (24) months after execution of this Agreement due to reasons within Seller's control, Purchaser shall have the option of either: (i) terminating this Agreement by written notice to Seller, delivered at any time prior to Seller's establishment of a Settlement date, in which event Seller shall, if Purchaser shall not then be in default, cause the Deposit (and all other money paid to Seller by Purchaser hereunder, if any) to be returned to Purchaser, and neither party shall have any further liability or obligation hereunder; (ii) electing to proceed with the purchase of the Unit when the same is completed; or (iii) pursuing any remedy which may be available in law or in equity in accordance with the Federal Interstate Land Sales Full Disclosure Act.

6.3 Notwithstanding any provision of this Agreement to the contrary, pursuant to the provisions and requirements of § 17-524 of the Business Occupations Article of the Annotated Code of Maryland, as amended, and as a material part of this Agreement, notice is hereby given as follows:

PURCHASER MAY, AT PURCHASER'S SOLE COST AND EXPENSE, SELECT PURCHASER'S OWN TITLE INSURANCE COMPANY, SETTLEMENT COMPANY, ESCROW COMPANY, MORTGAGE LENDER OR FINANCIAL INSTITUTION (AS DEFINED IN THE FINANCIAL INSTITUTIONS ARTICLE OF THE ANNOTATED CODE OF MARYLAND) OR TITLE LAWYER. SELLER SHALL NOT BE PROHIBITED FROM OFFERING PURCHASER FINANCING AS A CONDITION OF SETTLEMENT.

In the event Purchaser decides to make such a selection, then Purchaser shall do so by notice in writing to Seller within fifteen (15) days following the Effective Date, and any such notice shall contain the full name and current mailing address of the title company or attorney so selected. If no such notice is given by Purchaser, then Seller, upon written notice to Purchaser, may designate the title attorney or title company to conduct Settlement. This designated title company may be an affiliate of Seller. Seller's designation of a title attorney or title company in this transaction will not impair Purchaser's right to select a title attorney or title company of Purchaser's own choosing to conduct the Settlement.

Purchaser exercises the foregoing right by directing that the following title attorney or title company will conduct Settlement. (Purchaser to designate by initialing choice) (the person or entity selected being hereinafter referred to as the "Settlement Agent"):

Purchaser designates the following to conduct Settlement:

[] Name: _____
Address: _____
Phone: _____

[] Tenacity Settlements.

[] Eisen & Rome P.C.

PURCHASER IS NOT REQUIRED TO CHOOSE TENACITY SETTLEMENTS OR EISEN & ROME P.C.

6.4 Seller shall afford Purchaser an opportunity prior to Settlement to “walk-through” the Unit and to develop jointly with Seller a final and complete “punch list” based on Seller’s obligations under this Agreement, which punch list shall be on a form (the “Inspection Form”) to be provided by Seller. Seller shall remedy such “punch list” items set forth on the Inspection Form as soon thereafter as reasonably practicable, but failure to remedy such items by the date scheduled for Settlement shall not constitute a default of Seller, entitle Purchaser to terminate this Agreement, give rise to any claims for damages against Seller, entitle Purchaser to delay or postpone Settlement, or permit Purchaser to refuse to settle or serve as the basis for any condition of closing. It is further agreed that there shall be no withholding of Seller’s funds or any part thereof at Settlement on account of any such “punch list” items on the Inspection Form. Seller shall notify Purchaser not less than five (5) days prior to Settlement of the date and time that the Unit will be ready for inspection. Seller will allow a reasonable amount of time for the inspection. Purchaser may be accompanied by an agent of Purchaser at such inspection. Seller’s agent may also attend the inspection. At such inspection, the Inspection Form shall be completed and executed by Purchaser and by a representative of Seller. Purchaser shall attend such inspection and participate in completing the Inspection Form prior to Settlement. Failure of Purchaser to make the inspection at the date and time specified by Seller shall constitute full acceptance of the Unit by Purchaser. Any item not listed on such Unit Inspection Form shall be conclusively deemed fully accepted by Purchaser unless otherwise specifically provided in the Limited Warranty and by the Condominium Act. Subject to the following sentence, upon acceptance of the deed by Purchaser, Purchaser agrees to hold Seller free from liability for any defects not specifically noted in said Inspection Form. Notwithstanding the foregoing and provided a walk-through was conducted prior to Settlement, Seller, upon written notice from Purchaser received by Seller during the ten (10) day period following Settlement (time being of the essence), agrees to meet with Purchaser to update the Inspection Form (but only with respect to defects which were not visible or apparent at the time of the “walk-through” and based on Seller’s obligations under this Agreement).

Any items listed on the Inspection Form will be performed as promptly as weather and workloads permit. Purchaser agrees to cooperate and provide reasonable access by Seller or its agents or employees to the Unit for the performance of any work during normal working hours. In addition, should Seller require access to the Unit for purposes of completing construction or warranty work on an adjacent unit or the Common Elements, Purchaser agrees to provide such access to Seller, or its agents and employees.

7. CONVEYANCE OF TITLE AND POSSESSION

7.1 In General. At Settlement, Seller shall convey to Purchaser good and merchantable title to the Unit (which shall include the Unit’s Percentage Interest in the Common

Elements as set forth above) by special warranty deed sufficient to convey title to the Unit to Purchaser subject only to the general real estate taxes for the current tax year not then due; the Condominium Act; the Condominium Instruments; easements, covenants and conditions of record; ordinances and regulations of competent municipal or other governmental authorities; easements for sewers, water, gas, drainage, electric, telephone and other similar utilities, if any, granted or to be granted; Purchaser's deed of trust, if any and to liens or other matters over which the title company agrees to insure. Notwithstanding any other provision of this Agreement to the contrary, Purchaser's interest in this Agreement shall be subordinate to the lien of any mortgage or deed of trust placed by Seller against the Unit or the Condominium at any time prior to Settlement. However, Seller shall cause any such lien against the Unit to be released at or prior to the Settlement.

7.2 Defects. In the event that title to Unit cannot be conveyed to Purchaser at Settlement in the condition set forth in Section 7.1 due to defects in title, Seller, at Seller's option and at Seller's expense, shall have the right to cure such defect whereupon the time herein specified for Settlement by Purchaser will be extended for the period necessary for such action. In the event title is defective and Seller's does not elect to cure any such defects or Seller, despite electing to do so is unable to cure such defects, the Deposit shall be returned to Purchaser and this Agreement shall terminate and become null and void. Seller and Seller's agents are hereby released from any and all liability for damages by reason of any defect in the title.

7.3 Future Easements. Notwithstanding anything contained in this Agreement to the contrary, the Unit is sold subject to easements, if any, created or to be created, prior to or after Settlement, in favor of utility companies, municipal authorities, or quasi-governmental authorities for the installation of utilities or street lights or roads and/or additional covenants, rights-of-way, conditions, restrictions or easements which may be placed of record by Seller after the Effective Date. This Agreement shall be subordinate to any such easements, rights-of-way, covenants, conditions and restrictions of record. If such easements, rights-of-way, covenants, conditions or restrictions are placed of record after Settlement and recordation of the deed, Purchaser shall, and does hereby agree to, subject the Unit to all such easements, rights-of-way, covenants, conditions and restrictions and subordinate Purchaser's fee interest therein to all of same. The provisions of this Section 7.3 shall survive Settlement.

7.4 Settlement Documents. At Settlement, Seller shall execute and deliver all documents necessary to effect and complete the Settlement, including but not limited to (i) a special warranty deed sufficient to convey fee simple title to the Unit as herein provided, and (ii) a settlement statement reflecting the disbursement of all funds in connection with Settlement. At Settlement, Purchaser shall execute and deliver all documents and all funds necessary to complete Settlement, including, but not limited to (i) the remainder of the Purchase Price and all Settlement costs due from Purchaser; (ii) the Settlement statement; and (iii) all mortgage and title company documents required by the lender or title company.

7.5 Indivisibility. This Agreement is a single, indivisible contract and the delivery to and acceptance of the deed by Purchaser shall be deemed and considered as full performance and compliance by Seller of all the terms of this Agreement, and as a release by Purchaser of any and all rights, obligations, claims, or causes of action against Seller.

7.6 Possession. Possession of the Unit shall be given to Purchaser after Settlement. Notwithstanding the delivery of possession to Purchaser as aforesaid, Seller shall have the right to enter upon the Condominium at any time before or after Settlement, and, upon reasonable prior notice, the Unit, for the purpose of (i) undertaking Renovations and (ii) making exterior changes to the Condominium or the Unit, including, but not limited to, changes as may be required by Seller's site plan, the Condominium Plat and Plans or any modifications thereof, or any changes which may be required as a condition of Seller's release by applicable governmental authorities from any and all subdivision or site plan bonds or other escrows.

8. SETTLEMENT COSTS

8.1 Settlement Costs. SECTION 14-104 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND PROVIDES THAT, UNLESS OTHERWISE NEGOTIATED IN THE CONTRACT OR PROVIDED BY LOCAL LAW, THE COST OF ANY RECORDATION TAX OR ANY STATE OR LOCAL TRANSFER TAX SHALL BE SHARED EQUALLY BETWEEN THE PURCHASER AND SELLER. In all cases, regardless of the attorney, title company, or Settlement Agent conducting Settlement under this Agreement, Seller and Purchaser agree that Purchaser shall be solely responsible for all applicable recordation taxes and State and local transfer taxes, all owner's and Lender's title insurance premiums and fees, mortgage insurance premiums, if any, as well as for any fees or costs assessed by the Lender (except as may otherwise be provided in this Agreement), including, but not limited to, loan placement fees, Lender's counsel fees or document preparation or review fees, and Purchaser shall also be responsible for the payment of all title insurance company or Settlement Agent fees and Lender delivery and messenger fees, notary fees, document preparation fees, Purchaser's attorney's fees, Lender inspection fees, tax service fees, all conveyancing and recording fees, recordation taxes on the deed and any purchase money deed of trust or other deed of trust, preparation of trust, note and/or power of attorney, insurance and tax escrows, and prepaid items required by the Lender.

THIS PARAGRAPH DOES NOT APPLY UNLESS EACH PURCHASER IS A FIRST-TIME MARYLAND HOME BUYER OR A CO-MAKER OR GUARANTOR OF A PURCHASE MONEY MORTGAGE OR PURCHASE MONEY DEED OF TRUST AS DEFINED IN § 12-108(i) OF THE TAX-PROPERTY ARTICLE OF THE MARYLAND CODE FOR THE CONDOMINIUM UNIT AND THE CO-MAKER OR GUARANTOR WILL NOT OCCUPY THE RESIDENCE AS THE CO-MAKER'S OR GUARANTOR'S PRINCIPAL RESIDENCE. Section 14-104(c)(l) provides that the entire amount of recordation tax and local transfer tax shall be paid by the seller of improved, residential real property that is sold to a first-time Maryland home buyer who will occupy the Condominium Unit as a principal residence, unless there is an express agreement between the parties that the recordation tax and local transfer tax will not be paid entirely by the seller. Section 14-104(c)(2) provides that the entire amount of State transfer tax shall be paid by the seller of improved, residential real property that is sold to a first-time Maryland home buyer who will occupy the Condominium Unit as a principal residence. The provisions of subsection (c) of §14-104 will apply only if each Purchaser (if there are two (2) or more Purchasers) provides a statement that is signed under oath by the Purchaser(s) at Settlement stating that: (A) (1) the Purchaser is a first-time Maryland home buyer as defined under subsection (a) of §14-104; and (2) the residence will be occupied by the Purchaser as the Purchaser's principal residence; or (B) (1) the Purchaser(s) is a co-maker or guarantor of a purchase money mortgage or purchase money deed of trust as defined in §12-108(i) of the Tax-Property Article for the Condominium Unit; and (2) the Purchaser will not occupy the residence as the co-maker's or guarantor's principal residence. If the undersigned Purchaser(s) has provided the oath required herein, Purchaser and Seller agree that in lieu of the allocation of recordation and transfer taxes contemplated by the aforementioned Tax-Property Article, the Seller and Purchaser expressly agree that Seller and Purchaser shall each pay one-half (1/2) of the entire amount of recordation tax and local transfer tax and Seller shall pay the entire amount of State transfer tax.

8.2 Condominium Fee. At Settlement, Purchaser agrees to pay, as an initial capital contribution, an amount equal to two times the amount of the "Estimated Monthly Assessment" (Condominium Fee) for the Unit as set forth in the Public Offering Statement and Consumer Guide. This initial capital contribution will be a part of the Condominium's working capital and is in addition to, and not in lieu of, the regular condominium assessments. It is not refundable at any time.

9. SETTLEMENT ADJUSTMENTS

9.1 All monthly condominium assessments (if any) for the month in which Settlement is made, real property taxes, assessments, water and utility charges, insurance premiums and any other prepaid or proratable items shall be prorated and adjusted as of the date of Settlement. Thereafter, each of these items shall be assumed and paid by Purchaser either directly, or through the condominium fee established by the Condominium Unit Owners Association or its Board of Directors in accordance with each Condominium Unit's Percentage Interest, as set forth in the Declaration. If a final real estate tax bill has not been issued for the Unit prior to Settlement, Purchaser shall comply with such arrangements as may be established by Seller to assure payment of such taxes; any supplemental taxes shall also be prorated to the date of Settlement.

9.2 If Settlement on the Unit occurs before an individual tax bill for the Unit has been issued, Purchaser shall be required to reimburse Seller at Settlement for the amount of taxes attributable to the Unit being conveyed, pro-rated from the date of Settlement to the end of the tax year. In the event that at the time of Settlement any such item has not been allocated among the units, the total of said items for the Unit shall be allocated among the units (on an estimated basis, if necessary in accordance with each unit's undivided interest in the Common Elements of the Condominium as set forth in the Declaration).

10. WARRANTY

10.1 **Statutory Warranties.** EACH CONDOMINIUM UNIT WITHIN THE CONDOMINIUM WILL BE WARRANTED AS REQUIRED BY SECTION 11-131 OF THE CONDOMINIUM ACT, SUBJECT TO EXCLUSIONS OF SUCH WARRANTIES AS PERMITTED BY LAW.

10.2 **Limited Warranty.** Seller shall provide all warranties of the Condominium Unit and the Common Elements of the Condominium as are required by law. By signing this Agreement, Purchaser acknowledges that, prior to entering into this Agreement, Purchaser received a complete copy of the Limited Warranty attached as an exhibit to the Public Offering Statement and Consumer Guide (the "Limited Warranty"). No other express warranty as defined in Section 10-202 of the Real Property Article of the Annotated Code of Maryland other than the Limited Warranty has been made by Seller or otherwise forms any basis of the bargain between Seller and Purchaser. Purchaser agrees to sign at Settlement the Limited Warranty confirming Purchaser's consent to exclude and modify the express warranties relating to the Condominium Unit and the Common Elements of the Condominium in the manner stated in this Agreement and in such Limited Warranty.

10.3 **Exclusions from Limited Warranty.** The Limited Warranty contains various exclusions from warranty coverage. Nothing contained in the Limited Warranty shall be construed to make the Seller liable or responsible for any items of maintenance relating to the Condominium Unit or to the Common Elements or any defects caused through abuse or failure to perform maintenance by the Unit Owners or the Association. The Limited Warranty does not cover ordinary wear and tear, nor does the Limited Warranty apply to items or materials supplied by the Purchaser or persons other than the Seller or its agents, contractors or subcontractors. The Seller does not assume responsibility for any secondary damage caused by any defects, and nothing contained herein or in the Limited Warranty shall be determined to make the Seller an insurer of the personal property of the Purchaser (or with respect to the Common Elements of the Condominium, the Association). The warranties contained in the Limited Warranty may be enforced only by those parties expressly entitled to bring a suit for such enforcement as provided in Section 11-131 of the Condominium Act, as amended. The Limited Warranty does not apply to any Condominium Units, Common Elements or other improvements constructed, or to be constructed, within the Condominium by any parties other than the Seller or persons engaged by the Seller, and the Seller makes no representation or warranty whatsoever with respect to any such Condominium Units, Common Elements or other improvements. Except as expressly set forth in

the Limited Warranty, Seller shall not be required or obligated to correct any defects that result from normal wear and tear, natural deterioration, or normal settling, deflection or shifting of a building or any other defects.

10.4 Consumer Product Warranties. As to items that are "consumer products" within the meaning of the Magnuson-Moss Warranty Act, such as any air conditioner, water heater, refrigerator, range, dishwasher, washer and dryer and other appliances and equipment, Seller agrees to assign to Purchaser the manufacturers' warranties, without any recourse to Seller, to the extent that such manufacturers' warranties are available, given and assignable. Unless required by law, Seller provides no warranty on such items. Purchaser acknowledges that Purchaser has had the opportunity to review all consumer product warranties prior to the execution of this Agreement, and Purchaser acknowledges that the warranting party, and not the Seller, is responsible therefor, and that the Purchaser shall look solely to such warranting party, and not to the Seller, with respect to the performance under or compliance with the consumer product warranty, both as to scope and duration.

10.5 Limitation of Liability. SELLER LIMITS ITS OBLIGATIONS UNDER THE LIMITED WARRANTY TO REPAIR AND REPLACEMENT. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EXCEPT TO THE EXTENT THIS DISCLAIMER IS LIMITED BY APPLICABLE LAW.

EXCEPT WITH REGARD TO CAUSES OF ACTION UNDER THE LIMITED WARRANTY AND THE STATUTORY WARRANTY SET FORTH IN SECTION 10.1 ABOVE, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS TRANSACTION AND/OR ANY RIGHTS AND/OR OBLIGATIONS BETWEEN SELLER AND PURCHASER, SHALL BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. ALL SUCH CAUSES OF ACTION SHALL BE DEEMED TO HAVE ACCRUED AND THE ONE-YEAR STATUTE OF LIMITATIONS SHALL BEGIN TO RUN NO LATER THAN THE DATE OF SETTLEMENT ON THE CONDOMINIUM UNIT UNDER THIS AGREEMENT. THE PARTIES WAIVE ALL APPLICATION OF THE SO-CALLED "DISCOVERY RULE."

10.6 Condition. Notwithstanding anything contained in this Agreement, Purchaser acknowledges that the Condominium building has been operated as a rental facility and that although Seller has made, or will make, many renovations to the Units and Common Elements, many components of the Condominium are "used" property that will require regular care, maintenance and replacement over time given their age and useful life. Such components are not "defective" and therefore, are not within the scope of the warranty.

10.7 Environmental Notice, Disclaimer And Waiver. Seller does not warrant any building material used in the Unit to be free from toxicity to occupants or users and therefore disclaims any liability arising therefrom. Seller is not responsible for personal allergic or other health reactions, or injury or property damage arising from building materials at or in the vicinity of the Unit. Seller makes no representation or warranty as to the presence or lack of radon, asbestos, mold, or other hazardous environmental conditions, or as to the effect of radon, asbestos, mold, or any other environmental condition in or on the Unit or the Unit. Purchaser agrees that this Agreement is NOT contingent on radon testing results or the presence or lack of radon, asbestos, mold, or other environmental conditions, in or on the Unit or the Unit. Purchaser further agrees that he shall not seek to extend the date of Settlement or withhold payment of any portion of the Purchase Price from Seller on the basis of radon, asbestos, mold, or other environmental conditions in or on the Unit or the Unit, or on any similar basis. The United States Environmental Protection Agency and state and local environmental authorities are best equipped to render advice regarding any potential risks that may exist in a particular area, the consequences associated with exposure to radon, asbestos, mold, or other hazardous environmental materials, methods available to detect and measure radon, asbestos, or mold levels, and what, if any,

remedial measures may be advisable in particular circumstances to reduce the risk of exposure to radon, asbestos, mold or other hazardous environmental materials.

Seller excludes and Purchaser hereby acknowledges such exclusion and waives any representations and warranties that could be construed to cover the presence of radon, asbestos, mold, or other environmental conditions in or on the property or the unit. The only warranties in this regard that Seller is providing to Purchaser are those contained in the Limited Warranty.

By closing upon the Unit, Purchaser will be deemed to have released Seller from any and all claims and liabilities relating to or arising from the presence of radon, asbestos, mold or other environmental conditions in or on the Unit, and from any and all responsibility for mitigation or remediating any radon gas, naturally occurring asbestos, mold or other environmental conditions that may be discovered in or on the Unit or the Unit. In addition, Seller is not responsible for personal allergic, health reactions, or injury or property damage arising from environmental issues

10.8 Personal Safety and Unit Security. After closing on the Unit, it will be Purchaser's obligation to secure the Unit against trespass or criminal acts. Seller has no obligation to protect Purchaser or the Unit from the acts of others or from the conditions existing within public or private streets, parks, lands or other areas not owned by Seller. Seller shall not be liable for injuries or damage resulting from any failure of defect in any burglar alarm or security system installed by seller. The only warranties applicable to security systems are those issued by the manufacturer or installer. Security systems are excluded from the limited warranty.

10.9 Wood Floors & Granite Countertops. Natural materials such as wood and granite have certain inherent risks when used as finishes. Risks associated with wood flooring include, but are not limited to, the appearance of cracks between the flooring boards, squeaks and variations in color, grain and texture. Since wood is a product of nature, cracks and squeaks may occur when changes in humidity levels cause expansion and contraction. Such expansion and contraction may be more noticeable in dry seasons or periods, prolonged periods of high humidity or extended periods of heat or use. Cracks and grain variation may be more noticeable in light colored wood flooring. Bleaching can soften the surface of the flooring and may cause deviation from the exact floor color finish desired. Furthermore, color often changes with usage and age. Risks associated with the use of granite are similar to the risks of wood finishes including but not limited to variation in color and grain and variation in surface at joints and seams. Due to the crystal nature of some granite, minor irregularities occur at edge conditions where seams and joints meet. While reasonable efforts may be made during manufacturing, finishing and installation to eliminate the irregularities, certain discrepancies may exist. Granite is a porous material and certain chemicals and liquids may stain or cause changes in the appearance of the granite. Furthermore, as with wood, deviation in color may occur with usage and age. Purchaser acknowledges the risks associated with the natural finishes described in this Section 10.9. Purchaser hereby waives any and all claims it may have against the seller for any such risk associated with the use of natural materials as a finish surface, except to the extent such waiver is limited by applicable law.

The provisions of this Section 10.9 are for informational purposes only and in no event shall anything in this Section 10.9 be deemed to imply that the Unit will contain any granite and/or wood finishes.

10.10 Future Work. Purchaser acknowledges that Seller and its agents may do remodeling in the building, and Purchaser agrees said work shall not constitute a breach of any duty of Seller or right of Purchaser, including but not limited to, the right to quiet enjoyment.

11. RISK OF LOSS

11.1 Risk of Loss. The risk of loss or damage to the Unit by fire or other casualty is assumed by Seller until the time of Settlement. If the Unit, any other Unit or the Condominium

should be damaged, destroyed or taken by condemnation or similar proceedings prior to delivery of the special warranty deed, Seller, in its sole discretion, may elect to repair the damage (in which case Settlement shall be delayed until such damage has been prepared) or to terminate this Agreement (in which case the Deposit shall be returned to Purchaser and the parties will have no further rights or liabilities hereunder).

11.2 Insurance (HO-6). Purchaser understands that, pursuant to the terms of the Condominium Bylaws, Purchaser is obligated to carry an individual condominium unit insurance policy, commonly referred to as an HO-6 policy. Purchaser will be required to produce evidence of such policy at Settlement.

11.3 Deductible. Purchaser understands that the Condominium Bylaws provide that if the cause of any damage to or destruction of any portion of the Condominium originates from any unit, the owner of such unit will be required to reimburse the Association for the cost of any property insurance deductible (but in no event more than Five Thousand Dollars (\$5,000.00) (or such other amount as may be permitted under Section 11-114 of the Act, as amended)).

12. DEFAULT

12.1 Default. If Purchaser shall fail to make full Settlement as provided in this Agreement, or otherwise 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 heretofore paid under the terms of this Agreement (including the Deposit) may be retained by Seller as liquidated damages. It is acknowledged and agreed by Seller and Purchaser that the aforesaid liquidated damages are not a penalty, but represent the best and most reasonable estimate of the parties hereto of the actual damages which Seller shall sustain upon any default by Purchaser, which damages are not capable of precise determination. In the event that Seller permits Purchaser to defer Settlement to a date subsequent to the date set forth in the Settlement Notice, then Seller shall have the right in its sole discretion to charge Purchaser, and Purchaser hereby agrees to pay at Settlement, a late charge in an amount equal to TWO HUNDRED DOLLARS (\$200) per day for each day following the date set forth in the Settlement Notice that Settlement does not occur, until the actual day of Settlement. If for any reason whatsoever Seller shall be unable to deliver title in accordance with the provisions of this Agreement or shall otherwise be in default of its obligations hereunder, Seller's sole liability shall be limited to the return of any payments made by Purchaser hereunder, plus accrued interest thereon. Notwithstanding the foregoing, nothing in this Section 12.1 shall be deemed to limit Purchaser's rights pursuant to Section 6.2.

12.2 Anticipatory Breach. In the event that Purchaser shall, after the execution of this Agreement, communicate to Seller and/or Seller's agent, whether orally or in writing, an expression of his intention to refuse to make settlement hereunder in anticipation of the time of performance, and in the further event that Seller, at the time of such communication, is not in breach of this Agreement, it is expressly agreed by the parties hereto that such action by Purchaser shall be deemed to be a breach of this Agreement by anticipation, in which event Seller shall treat this Agreement as breached, renounced and abandoned by Purchaser notwithstanding the fact that at the time of said refusal Seller may not have fully performed its undertakings hereunder.

12.3 No Claims. Upon any termination of this Agreement, Seller shall have the right to sell the Unit and/or any license to use the Parking Space(s) (and if applicable, Storage Space(s)) to any third party on such terms and conditions as Seller may deem desirable, free from all claims by Purchaser hereunder.

13. DISPUTES

All questions, differences, disputes and controversies arising under this agreement shall be settled by a decision of a single neutral arbitrator under the auspices of, and in accordance with the applicable rules of the Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The decision of the arbitrator shall be final, binding and non-appealable, and judgment based on the arbitration decision may be entered in either the United States District Court for the District of Maryland, or the Montgomery County Circuit Court. The fee for any arbitration services shall be divided equally among the parties to the dispute unless the arbitrator hearing such matter identifies one of the parties as the "prevailing party" in which case the losing party shall pay the prevailing party's costs and expenses incurred in connection with such arbitration, including without limitation reasonable attorneys' fees. Selection of the arbitrator shall be by JAMS if the parties cannot mutually agree on an arbitrator. If JAMS is no longer in existence, then the arbitration shall be administered by and in accordance with the applicable rules of the American Arbitration Association and the laws of the State of Maryland. All arbitration proceedings hereunder shall be conducted in the State of Maryland.

The provisions of this Section 13 requiring the arbitration of all disputes or disagreements between Seller and Purchaser shall survive Settlement and remain in full force and effect and be binding upon Seller and Purchaser, their respective successors, personal representatives and/or assigns.

14. MOLD DISCLOSURE STATEMENT

14.1 Mold, dust mites and pet dander are all naturally occurring substances that are all around, in places that include work environments, outdoors, restaurants, and in Purchaser's Unit and the Common Elements. Seller, its employees and affiliates, are not experts on this topic, and to Seller's knowledge, medical, health science and building science professionals have not formed a consensus with respect to the effects of exposure to mold and similar substances. Because this topic is one for which Purchaser may have questions, included below is information from publicly available sources on the subject as well as the addresses of some websites where Purchaser can review such information in more depth. THE FOLLOWING IS NOT INTENDED TO BE A COMPREHENSIVE DISCUSSION OF THIS TOPIC AND IS BASED UPON DOCUMENTS FROM VARIOUS PUBLIC SOURCES. SELLER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED.

14.2 Molds are organisms found almost everywhere. Their growth requires a combination of moisture, an appropriate temperature, between 40° - 100° Fahrenheit and a food source such as paper, dirt, wood or leaves. Molds, in some cases, with certain individuals, may give rise to concern of possible health effects, though there are presently no medical standards for exposure to molds. It is Purchaser's responsibility to determine whether Purchaser or a member of Purchaser's household may have sensitivities to mold. Purchaser shall be solely responsible for monitoring Purchaser's Unit for possible contaminants such as mold.

14.3 Mold naturally occurs in any indoor environment. The U.S. Environmental Protection Agency's Air Quality Website, "Mold Resources," states that, "There is no practical way to eliminate all mold and mold spores in the indoor environment; the way to control indoor mold growth is to control "moisture." Mold can enter a Unit through doors, windows, people, pets and HVAC systems. As such, it is not possible to prevent mold from entering Purchaser's Unit and the Common Elements.

14.4 Governmental and non-governmental organizations have made suggestions of steps individuals, such as Purchaser, can take to control the potential for the growth of mold and other indoor contaminants generally in an environment such as the Condominium. The following are merely suggestions made by such organizations and do not constitute an all-inclusive list:

(i) Use air conditioners and dehumidifiers properly, and clean and empty the dehumidifiers daily;

(ii) Vacuum and clean regularly, using a mold-killing product in bathrooms;

(iii) Check the seal around the doors of Purchaser's refrigerator and freezer to make sure they are sealed properly and follow the manufacturer's procedures to clean any drip pans, and check that drain lines are unobstructed and flowing properly;

(iv) Address any water or other moisture leaks immediately; and

(v) Take immediate action if Purchaser detects signs of condensation, moisture or mold. Moisture should be immediately dried to prevent mold growth and Purchaser should clean any mold growth by washing off hard surfaces with detergent and water followed by complete drying of the surface. Mold not promptly and properly addressed may reoccur and/or spread.

14.5 The following websites are just a few of the many available to Purchaser where additional information can be obtained:

(i) US Environmental Protection Agency – <http://www.epa.gov>

(ii) Centers for Disease Control and Prevention – <http://www.cdc.gov>

14.6 Seller shall not be responsible for, and Purchaser expressly agrees to indemnify and hold Seller harmless from, any water/moisture related damages, including but not limited to personal injury or property damage caused by mold to the extent these damages:

(i) are caused by Purchaser's negligence;

(ii) are caused or made worse by Purchaser's failure to immediately take necessary remedial actions and minimize damage caused by the water/moisture; or

(iii) are caused by Purchaser's failure to immediately notify Seller of a water/moisture problem covered under the Limited Warranty or Purchaser not permitting Seller access to the Unit to address the problem and take the remediation steps deemed necessary, if any, by Seller in its sole discretion; or

(iv) are caused by Purchaser's failure to immediately notify the Association of a water/moisture problem covered under the Limited Warranty or Purchaser not permitting the Association access to the Unit to address the problem and take the remediation steps deemed necessary, if any, by the Association in its sole discretion; or

(v) are caused or made worse for any other reason.

14.7 Seller does not represent, warrant or guarantee that the Unit or the Condominium is free from mold, fungi or other naturally occurring biological agents or pollutants (collectively, "mold") or that mold will not develop within the unit or the condominium in the future. Seller disclaims all liability and responsibility to Purchaser or to any other persons or entities for any damages resulting from the presence of mold within the unit or the condominium, including, but not limited to, property damages, personal injury damages, loss of income, emotional distress, death, loss of use, loss of value, adverse health effects or consequential damages of any kind (collectively, "mold damages") and Purchaser specifically waives all claims and causes of action against seller, its officers, agents and employees in connection with any mold damages.

Purchaser acknowledges that Purchaser has received, read and understands the information, waivers and recommendations in this Section 14.

15. SPECIAL RIGHTS OF SELLER AS DECLARANT

15.1 Seller will retain or acquire title to each Unit not sold to any other person or entity. Seller retains the right to enter into leases with any third parties for the occupancy of any Unit so retained or acquired by Seller and not sold to any other person.

15.2 Until such time as all of the Units are sold, Seller reserves the right to make such use of unsold Units and such of the Common Elements of the Condominium (including the related amenities and facilities, parking spaces and any storage spaces), the streets and the main entrance as are necessary for Seller's sales and construction program and equipment storage. Purchaser recognizes, acknowledges and agrees that, in order to accomplish Seller's construction program, trucks, construction equipment, personnel, and noise and other inconveniences attendant thereto may be present. Purchaser consents thereto, and Purchaser agrees not to obstruct or impede any such construction or sales activities.

15.3 Notwithstanding anything to the contrary herein contained, Purchaser acknowledges that pursuant to the Land Condominium Documents (as defined in the Land Condominium Addendum) Seller has reserved the right to expand and/or contract the Land Condominium (as defined in the Land Condominium Addendum).

16. MODELS AND DISPLAYS

It is hereby agreed that all furniture and appurtenant property, non-standard household appliances, furnishings, non-standard fixtures, non-standard carpeting and floor tile, non-standard mirrors, built-ins, wallpaper, window decorating treatments, trees, shrubbery, landscaping, and other decorator features exhibited in any model units and model area are for exhibition purposes only and are not included in the Purchase Price, unless otherwise expressly provided herein.

17. NOISE, ODORS AND VIBRATIONS

Purchaser hereby acknowledges that because the Unit is part of a multifamily condominium building, there may be other condominium units above, below and/or next to the Unit and noise, vibrations and/or odors are frequently transmitted between condominium units. Seller has no control over the occupants of such condominium units and the noise, vibrations and odors that may originate from such units. Each owner of a condominium unit is encouraged to be considerate of his/her adjacent occupants by taking measures to minimize the noise, vibrations and odors that may be transmitted from their unit. The Bylaws require sufficient carpeting or rugs to be maintained on a minimum of eighty percent (80%) of each of the floor surfaces (except kitchens, closets, center halls and bathrooms) in units located over other units for the purpose of reducing sound transmission. Seller does not make any representation or warranty as to the level of noise, vibrations and odors between and among Units and the other portions of the Condominium, and Purchaser hereby waives and expressly releases any such warranty and claim for loss or damages resulting from any noise, vibrations or odors.

18. RECEIPT OF PUBLIC OFFERING STATEMENT; AMENDMENTS

18.1 Pursuant to Section 11-126(a)(2) of the Condominium Act and Chapter 11A of the Montgomery County Code, Seller hereby notifies Purchaser as follows:

SELLER IS REQUIRED BY LAW TO FURNISH TO YOU A PUBLIC OFFERING STATEMENT AND CONSUMER GUIDE CONTAINING THE INFORMATION DESCRIBED IN SECTION 11-126 OF THE CONDOMINIUM ACT, AND A CONSUMER GUIDE PURSUANT TO CHAPTER 11A OF THE MONTGOMERY COUNTY CODE.

18.2 Purchaser hereby specifically acknowledges that prior to or in no event later than the Effective Date, Seller has furnished to Purchaser a complete copy of the Public Offering Statement and Consumer Guide for the Condominium (including the First Amendment) pursuant to the requirements of the Condominium Act and Chapter 11A of the Montgomery County Code, including, without limitation, the Condominium Instruments (collectively, the "Public Offering Statement and Consumer Guide"). Purchaser specifically acknowledges that Seller has not used the Public Offering Statement and Consumer Guide for any promotional purpose, nor has Seller advertised or represented to Purchaser that the Secretary of State of the State of Maryland or that Montgomery County has approved or recommended the Condominium or any of the documents contained in the Public Offering Statement and Consumer Guide.

18.3 In furtherance of the requirements above and pursuant to Section 11-126(a)(2) of the Condominium Act, Seller hereby notifies Purchaser as follows:

FOR A PERIOD OF FIFTEEN (15) DAYS FOLLOWING RECEIPT OF A PUBLIC OFFERING STATEMENT AND CONSUMER GUIDE OR THE SIGNING OF THIS AGREEMENT, WHICHEVER OCCURS LATER, YOU HAVE THE RIGHT TO RESCIND THIS AGREEMENT BY NOTICE IN WRITING TO SELLER, WITHOUT STATING ANY REASON, AND WITHOUT ANY LIABILITY ON YOUR PART. IN THE EVENT SELLER SHALL MAKE ANY MATERIAL AMENDMENT TO THE PUBLIC OFFERING STATEMENT AND CONSUMER GUIDE, THEN A COPY OF SUCH AMENDMENT SHALL BE DELIVERED TO YOU AND FOR A PERIOD OF FIVE (5) DAYS FOLLOWING YOUR RECEIPT OF ANY SUCH MATERIAL AMENDMENT, YOU SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT BY NOTICE IN WRITING TO SELLER. IN THE EVENT THAT YOU ELECT TO RESCIND THIS AGREEMENT AS PROVIDED HEREIN, THEN YOU SHALL BE ENTITLED TO THE PROMPT RETURN OF ANY DEPOSIT MADE ON ACCOUNT OF THIS AGREEMENT AND ALL RIGHTS AND LIABILITIES OF THE PARTIES HEREUNDER SHALL TERMINATE.

19. NOTICE REGARDING MARYLAND REAL ESTATE GUARANTY FUND

Any person aggrieved in accordance with § 17-404 of the Business Occupations and Professions Article of the Annotated Code of Maryland, as amended, may be entitled to recover compensation from the Maryland Real Estate Guaranty Fund for his or her actual loss, as proven before the Maryland Real Estate Commission, in an amount not exceeding \$25,000.00 in consideration of any claim. A purchaser or other aggrieved person is not protected by the Guaranty Fund in an amount in excess of \$25,000.00 for any claim.

20. FORCE MAJEURE

Seller shall be excused from performing any obligations or undertaking provided for in this Agreement for so long as such performance is prevented, delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, terrorist attack, sabotage, inability to procure or general shortage of energy, labor, equipment, requisitions, laws, orders of government or civil or military or naval authorities, casualty or damage caused by accidents in construction or of repair not directly caused by Seller or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of Seller, including reasonable delays for adjustments of insurance.

21. STATE AGRICULTURAL LAND TRANSFER TAX

Seller hereby notifies Purchaser that the transfer of the Condominium Unit to Purchaser is not subject to the State Agricultural Land Transfer Tax imposed by Title 13, Subtitle 3, of the Tax-Property Article of the Annotated Code of Maryland, as amended.

22. LEAD-BASED PAINT HAZARD

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 and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of Settlement. By executing this Agreement, Seller and Purchaser acknowledge that they have read and understand the provisions of this paragraph.

23. SELLER DISCLOSURES

Seller discloses a controlled or affiliated business arrangement, acknowledging that principals of Seller are also principals and/or partners of Tenacity Group, Tenacity Mortgage, Tenacity Capital, Tenacity Tenant Conversions, Tenacity Settlements (collectively, the "Tenacity Companies") and Seller. Purchaser is not required to use Tenacity Settlements and/or Tenacity Mortgage as a condition for purchase. There may be other settlement and mortgage service providers available with similar services. By signing this Agreement Purchaser acknowledges that Purchaser has read this disclosure and understands that Seller is referring me/us to purchase the services from certain of the Tenacity Companies and may receive a financial or other benefit as the result of this referral.

24. Waiver of Jury Trial.

EXCEPT WITH RESPECT TO ANY PROCEEDINGS BROUGHT BY PURCHASER UNDER THE FEDERAL INTERSTATE LAND SALES FULL DISCLOSURE ACT EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY PROCEEDINGS BROUGHT BY THE OTHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TRANSACTION, THIS AGREEMENT, THE PROPERTY OR THE RELATIONSHIP OF PURCHASER AND SELLER HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE SETTLEMENT (AND NOT BE MERGED THEREIN) OR ANY EARLIER TERMINATION OF THIS AGREEMENT.

25. LICENSED AGENT

The parties acknowledge that John Fitzgerald (who is affiliated with Seller) is a licensed Real Estate Agent in the District of Columbia and Maryland and that he may share in any brokerage fee that is to be paid by Seller.

26. BROKERS

Seller and Purchaser acknowledge that this Agreement was procured through the services of _____ ("Seller's Agent") without the intervention of any other cooperating broker other than _____, who represented Purchaser ("Purchaser's Agent"). Purchaser's Agent shall be paid by Seller's Agent pursuant to the terms of the listing agreement. Purchaser shall indemnify Seller against the claim of any other broker, including any attorney's fees incurred as a result of such claim

27. INTENTIONALLY OMITTED

28. MARKETING BY PURCHASER

Purchaser covenants that it shall not market the Unit that it has contracted to purchase under this Agreement for re-sale until after Purchaser has actually closed on such Unit. Purchaser acknowledges and agrees that such restriction specifically prohibits Purchaser from advertising the Unit for sale in any newspaper or in any other print or electronic media (including on websites) or from listing the Unit for sale with a realtor or other real estate broker or salesperson until after Purchaser has closed on its Unit. 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 the remedies set forth in Section 12, above.

29. NEARBY ACTIVITIES AND VIEWS

Purchaser understands and agrees that for some time in the future Purchaser may be disturbed by the noise, commotion and other unpleasant effects of nearby construction activity and Purchaser may be impeded in using portions of the property of the Condominium by that activity. Because the Condominium is located in an urban area, demolition or construction of buildings and other structures within the immediate area or within the view lines of any particular Unit or of any part of the Condominium (the "Views") may block, obstruct, shadow or otherwise affect Views, which may currently be visible from the Unit or from other areas within the Condominium. Accordingly, Purchaser hereby agrees to release Seller and every affiliate and person related or affiliated in any way with Seller ("Seller's Affiliates") from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or kind, including attorney's fees and costs, including those incurred through all arbitration and appellate proceedings, related to or arising out of any claim against Seller or Seller's Affiliates related to Views. As a result of the foregoing, there is no guarantee of view, security, privacy, location, design, density or any other matter, except as may be otherwise set forth herein.

30. Information Provided by Seller. Any information provided by Seller regarding potential settlement agents, lending sources, leasing agents, managing agents, etc. is informational only and shall not be construed to be a recommendation by Seller and Seller shall

have no responsibility with regard to such person's performance or abilities. Purchaser shall be entitled to select and retain anyone Purchaser chooses for these services and unless otherwise named in this Agreement, it is Purchaser's responsibility to select and engage a person for these services.

31. Oral Statements or Promises. Oral statements or promises often cause serious disputes between sellers and buyers of new homes. This section of this Agreement attempts to alleviate potential problems. Unless oral statements or promises are included in this Agreement, they may not be enforceable under law. By including the terms below, Purchaser and Seller are making them part of this Agreement. This paragraph should not be left blank if you are relying on any oral statements or promises.

The following oral statements or promises have been made by Seller, Seller's agent, or Purchaser. Performance of each of these statements or promises is incorporated into each party's obligation to fully perform the terms of this Agreement:

_____/_____
Purchaser's Initials

Seller's Initials

32. MISCELLANEOUS

32.1 The parties to this Agreement mutually agree that this Agreement shall be binding upon them, and each of their respective heirs, executors, administrators, successors and assigns; provided, however, that Purchaser shall have no right to assign this Agreement without the prior written consent of Seller. Any purported assignment of this Agreement by Purchaser in violation hereof shall be voidable at the option of Seller. Seller's refusal to consent to an assignment hereof shall not entitle Purchaser to terminate this Agreement or give rise to any claims for damages against Seller. Seller may assign its rights hereunder and, if such assignment shall be for the purpose of securing a lender to Seller, Purchaser's rights hereunder shall, at the option of such lender, be subject and subordinate to the rights of such lender. Within ninety (90) days after foreclosure or acceptance of a deed in lieu thereof, such lender may terminate this Agreement, whereupon the Deposit shall be returned to Purchaser, and Seller, such lender and Purchaser shall be released from any further liability or obligation hereunder. If such lender does not terminate this Agreement, Purchaser shall complete the purchase of the Unit in accordance herewith.

32.2 Except for those provisions of Sections 1, 2, 4, 5, 6.4, 7.3, 7.6, 9, 10, 11.2, 13, 14, 15, 16, 17, 18, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 32 which are for the benefit of Seller and/or Purchaser, as applicable, and shall survive the Settlement hereunder, the terms and provisions of this Agreement shall not survive the Settlement hereunder. Purchaser's acceptance of delivery of the Unit at Settlement shall relieve Seller of any further obligation under this Agreement.

32.3 Purchaser is expressly prohibited from recording, and covenants not to record, this Agreement, any memorandum thereof or any *lis pendens*, whether or not Seller is at any time in default hereof, and upon any recordation or attempted recordation, Purchaser shall be in default of this Agreement, and Seller shall have all rights and remedies to which it is entitled pursuant to Section 12 hereof with respect to such default. It is acknowledged and agreed by Purchaser and Seller that the aforesaid liquidated damages are not a penalty. Seller is empowered hereunder to seek immediate and summary injunctive relief against Purchaser if Purchaser places any impediment to title among the land records, together with costs and attorney's fees incurred by Seller in connection therewith.

32.4 This Agreement constitutes the final and 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 or in a subsequent written agreement executed by Seller. All amendments, addenda, supplements or riders hereto, if any, shall be in writing and executed by both parties. Purchaser agrees that Purchaser will rely only upon representations set forth in this Agreement.

32.5 This Agreement is not severable except with the prior written consent of Seller. If any part of this Agreement is unenforceable or severed for any reason, then at Seller's election this Agreement may be terminated upon written notice to Purchaser and upon such termination Seller shall return Purchaser's Deposit and any other monies paid Seller hereunder and not then expended in connection with the Unit, in which event the parties hereto shall be relieved of any and all further liability hereunder.

32.6 No action or inaction by Seller shall constitute a waiver of any default or obligation under this Agreement and no waiver of any default or obligation shall be effective unless it is in writing and signed by Seller.

32.7 Other than appropriate completion of the "blanks" which appear hereunder, typewritten or handwritten language added to the printed contractual form (excluding addenda) is added for clarification only. In no event shall such additional typewritten or handwritten material take precedence over the printed form (excluding addenda). In the event of any ambiguity or inconsistency between the printed form and the handwritten or typewritten additions, the printed form shall take precedence.

32.8 If this Agreement is signed by an individual who is unmarried at the time of execution hereof, and at the time of Settlement such individual is then married, Purchaser shall indemnify Seller from any loss that may arise by reason of failure of Purchaser's spouse to execute any applications, mortgages, notes or other documents required by the lender. If Purchaser is married and Purchaser's spouse is not also a purchaser under this Agreement, then Purchaser shall be responsible for such spouse executing the mortgage loan documents required by the lender and the failure of such spouse to do so shall not release Purchaser from any obligations under this Agreement, and Purchaser shall hold Seller harmless from any loss as a result of the refusal of such spouse to sign any such document. If Purchaser is not a natural person, Purchaser shall indemnify Seller from any loss that may arise by reason of the failure of any of Purchaser's principal officers, owners, beneficiaries or their spouses to sign any applications, mortgages, notes or other documents required by the lender. If Purchaser files for divorce or legal separation, dies or notifies Seller of a desire to be released from this Agreement, Seller may, at Seller's sole option, terminate this Agreement and cause the Deposit to be returned to Purchaser, whereupon neither party shall have any further obligation to the other hereunder. If Purchaser files for or is adjudicated a bankrupt, makes an assignment or arrangement for the benefit of creditors, then, to the extent not prohibited by applicable law, Seller shall have the right, at its sole option, to (i) terminate this Agreement and retain the entire Deposit, and (iii) exercise any other remedies available to Seller under Section 12 of this Agreement.

32.9 All notices and demands required or permitted pursuant to the terms of this Agreement shall be in writing and effective as of the date on which such notice is mailed in any United States Post Office, by certified or registered mail, postage prepaid, or hand delivered to Seller or Purchaser, at the addresses of the parties indicated below, or to such other address as a party may designate in writing from time to time.

32.10 This Agreement may be executed in counterparts, and all such counterparts shall be deemed to constitute one and the same Agreement, notwithstanding that all parties are not signatures to the same counterpart.

32.11 All funds to be delivered by purchaser under this agreement shall be in the form of good, immediately available funds. If for any reason a check is returned for insufficient funds or otherwise not honored by the institution upon which it is drawn, then Purchaser shall be in default under this Agreement and seller shall have the right to exercise any and all rights and remedies it may have under this Agreement, including, without limitation, termination of this agreement and retention of all funds received to the date of termination if the dishonored check is not replaced by immediately available funds in the form of wire transfer funds, certified check or cashier's check delivered to seller within two (2) business days after purchaser is notified of the dishonor of his or her check.

32.12 Any delay by Seller in its exercise of any right to terminate this Agreement under the terms provided in this Agreement shall not constitute a waiver of Seller's right to terminate this Agreement at any time thereafter.

32.13 This Agreement shall be governed by the laws of the State of Maryland and the terms and provisions of this Agreement shall be interpreted and construed in accordance with said laws of the State of Maryland.

32.14 Time is of the essence with respect to the obligations of Seller and Purchaser pursuant to this Agreement.

32.15 Unless otherwise specifically noted herein, all references to "days" in this Agreement shall mean and refer to calendar days.

32.16 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 and the singular substituted for the plural in any place in which the context may require such substitution.

32.17 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.

32.18 If there is more than one Purchaser, the term "Purchaser" shall include all Purchasers jointly and severally.

32.19 Purchaser acknowledges and agrees that this Agreement as signed by Purchaser alone constitutes only an offer to purchase and that this Agreement shall not be binding upon Seller until executed by an authorized officer of Seller. The sales representative recommending approval is not such an authorized officer.

32.20 In the event any dispute between the parties hereto results in litigation, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorneys' fees.

32.21 Purchaser acknowledges that Purchaser has read and understands the terms and conditions set forth in sections 1 through 33 hereof, and that Purchaser and Seller are bound by the terms hereof.

_____/_____/ Purchaser's Initials

32.22 By initialing below, Purchaser(s) affirm that he/she/they intend to occupy the Condominium Unit as his/her/their permanent residence.

_____/_____/ Purchaser's Initials

33. Addenda. The addenda and schedules checked below and attached hereto are incorporated herein by reference and are an integral part of this Agreement.

| | |
|--------------------------------|---|
| Schedule A – Finishes | <input checked="" type="checkbox"/> Lead Paint Disclosure Addendum |
| Schedule B – Preferred Lenders | <input checked="" type="checkbox"/> Notice Regarding Maryland Residential Property Disclosure and Disclaimer Statements |
| | <input checked="" type="checkbox"/> Maryland Residential Property Disclaimer Statement |
| | <input checked="" type="checkbox"/> RESPA Disclosure Notice |
| | <input checked="" type="checkbox"/> Financing Summary Addendum |
| | <input checked="" type="checkbox"/> Montgomery County Addendum |
| | <input checked="" type="checkbox"/> Land Condominium Addendum |
| | <input checked="" type="checkbox"/> County Rights Addendum |
| | <input checked="" type="checkbox"/> Form Acknowledgment of Receipt of Public Offering Statement and Consumer Guide |

SIGNATURES TO FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement

this _____ day of _____, 200____ (the "Effective Date").

Purchaser Name

Signature

Purchaser Name

Signature

Address

Phone (Home)

Phone (Office)

Phone (Mobile)

E-mail @ _____

ACCEPTED:

SELLER:

TENACITY 7333 NEW HAMPSHIRE AVENUE LLC
By: Tenacity Hampshire Towers LLC, Manager

By: _____

Name: _____

Title: Manager

PURCHASER'S AGENT INFORMATION

Agent Name

Company Name

Agent Phone (Mobile)

Agent Phone (Office)

Agent Phone (Fax)

Agent E-mail @ _____

SCHEDULE A

FINISHES

[SEE ATTACHED]

SCHEDULE B

PREFERRED LENDERS

Tenacity Mortgage
Bank of America
Prosperity Mortgage
BB&T

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

RE: 7333 New Hampshire Avenue, Takoma Park, MD 20912
Property Address

LEAD WARNING STATEMENT

Every purchaser/tenant 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/landlord of any interest in residential real property is required to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession and notify the purchaser/tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase/lease.

SELLER'S/LANDLORD'S DISCLOSURE (initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

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

Seller's knowledge is limited to what is set forth in the following documents (the "Documents"):

1. Phase I Environmental Site Assessment with respect to 7333 & 7401 New Hampshire Avenue, Takoma Park, Maryland dated May 12, 2005 and prepared by ECS Mid-Atlantic, LLC (ECS Project No. 11255).
2. Lead Based Paint Inspection Report with respect to 7333 & 7401 New Hampshire Avenue, Takoma Park, Maryland dated October 1, 2004 and prepared by Environmental Testing Assessment and Analysis.

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

_____ (b) Records and reports available to the seller/landlord (check one below):

Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

The Documents are available for review in the sales office at the property.

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

PURCHASER 'S/TENANT'S ACKNOWLEDGEMENT (initial)

_____ (c) Purchaser/Tenant has read the Lead Warning Statement above

_____ (d) Purchaser/Tenant has received copies of all information listed above. __Yes __No __None listed

_____ (e) Purchaser/Tenant has received the pamphlet Protect Your Family From Lead in Your Home. Yes__ No__

_____ (f) Purchaser 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 ACKNOWLEDGEMENT (initial)

_____ (g) Agent has informed the seller/landlord of the seller's/landlord's obligations under 42 U.S.C. 4582 (d) and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

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

SELLER:

PURCHASER:

Agent

TENACITY 7333 NEW HAMPSHIRE AVENUE LLC

By: Tenacity Hampshire Towers LLC, Manager

Name: Date

Name: Date

By:

Name: Date
Title: Manager

Name: Date

NOTICE REGARDING MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENTS

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the owner. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

1. The initial sale of single family residential real property:
 - A. that has never been occupied; or
 - B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
 - (i) the purchaser; or
 - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

Property: 7333 New Hampshire Avenue, Takoma Park, MD 20912

NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

The owner(s) has actual knowledge of the following latent defects: None, except as may be set forth in the Property Condition Assessment issued by ECS Mid-Atlantic LLC and included in the Public Offering Statement and Consumer Guide.

Seller:

TENACITY 7333 NEW HAMPSHIRE AVENUE LLC

By: Tenacity Hampshire Towers LLC, Manager

By: _____
Name:
Title: Manager

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser _____
Date _____

Purchaser _____
Date _____

RESPA Disclosure Notice

To: Unit Purchaser
From: Tenacity 7333 New Hampshire Avenue LLC("Tenacity Developer Entity")
Property: 7333 New Hampshire Avenue, Takoma Park, MD, 20912

Tenacity Developer Entity has referred you to its affiliated settlement services providers, Tenacity Settlements, LLC and/or Elite Funding Corporation (d/b/a as Tenacity Mortgage Corporation) in connection with your purchase of property from Tenacity Developer Entity. This is to give you notice that Tenacity Developer Entity has a business relationship with Tenacity Settlements, LLC and Tenacity Mortgage Corporation. There are common owners of Tenacity Developer Entity, Tenacity Settlements, LLC, and Tenacity Mortgage Corporation. Because of this relationship, this referral may provide Tenacity Developer Entity a financial or other benefit. There are common owners of Tenacity Developer Entity and Tenacity Condo Sales, such that sale of the subject property by and through Tenacity Condo Sales also may provide Tenacity Developer Entity a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to the listed provider(s) as a condition for settlement of your loan on or purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICES PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

| <u>Provider and Settlement Services</u> | <u>Charge or range of charges</u> |
|--|-----------------------------------|
| Tenacity Mortgage Corporation, mortgage brokerage services/mortgage banking services | 0%-6% |
| Tenacity Settlements, LLC, real estate settlement services, including title insurance, escrow and closing services | 0%-6% |

Acknowledgment:

I/we have read this disclosure form, and understand that Tenacity Developer Entity is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

Signature

Signature

FINANCING SUMMARY ADDENDUM

For ease of reference only, set forth below is a summary of certain (but not all) of the financing contingency and financing related provisions set forth in Section 3 of the purchase agreement (the "Purchase Agreement") to which this Financing Summary Addendum is attached. The provisions of this Financing Summary Addendum shall in no way be deemed to amend, revise or modify any provisions of the Purchase Agreement and in the event of a conflict between the provisions of this Financing Summary Addendum and any provisions of the Purchase Agreement, the terms of the Purchase Agreement shall prevail and control. Unless otherwise defined herein, all capitalized terms shall have the same meaning ascribed to such term in the Purchase Agreement.

If Purchaser elects to pay the Purchase Price all in cash, then the Purchase Agreement will in no way contingent upon Purchaser obtaining any financing and Purchaser assumes full responsibility to initiate and pursue all steps necessary to obtain the funds required for Settlement. Within fifteen (15) days from the Effective Date, Purchaser will be required to provide Seller with proof of Purchaser's financial ability to pay the balance due at Settlement. If Purchaser fails to promptly provide proof satisfactory to Seller, in Seller's sole discretion, of Purchaser's financial ability to pay the balance due at Settlement, then Seller, at Seller's sole option, will have the right to terminate the Purchase Agreement and pursue any of the remedies provided in Section 12 of this Agreement (including but not limited to terminating the Purchase Agreement).

If Purchaser elects to obtain financing through a lender, Purchaser is required to make prompt application therefore and the Purchase Agreement will be contingent upon financing for a period of thirty (30) days from the Effective Date of the Purchase Agreement (the "Financing Contingency Period"). Within thirty (30) days from the Effective Date, Purchaser is required to provide Seller with (i) a letter from a lender reasonably acceptable to Seller stating that Purchaser is approved for a mortgage in the amount indicated in Section 2.2(b) of the Purchase Agreement and (ii) proof satisfactory to Seller, in its sole discretion, of Purchaser's financial ability to pay the balance due at Settlement. If Purchaser fails to comply with such provisions, then Seller may, at its sole option, pursue any of the remedies provided in Section 12 of the Purchase Agreement (including but not limited to terminating the Purchase Agreement). If during the Financing Contingency Period, Purchaser cannot obtain financing approval, then Purchaser at its sole option may terminate the Purchase Agreement and the Deposit will be returned to Purchaser. Upon expiration of the Financing Contingency Period, the Purchase Agreement shall not be contingent on financing and if Purchaser fails to pay the Purchase Price due at Settlement, then Seller may, at its sole option, pursue any of the remedies provided in Section 12 of the Purchase Agreement.

Purchaser acknowledges and agrees that in connection with a lending institution's underwriting of Purchaser's loan, Seller, unless otherwise required by law, rule or regulation, shall only be required to complete a standard condominium questionnaire and provide such lender with one (1) copy of the Public Offering Statement and Consumer Guide for the Condominium (which may, at Seller's option, be in a written or electronic format or on a computer disk).

Seller makes no representations or warranties that Purchaser will be able to obtain a mortgage commitment, or mortgage, and Purchaser will have the sole obligation to obtain the same. In no event shall Seller have any obligation or liability to Purchaser because of any lender's refusal to issue such a commitment or to disburse the proceeds hereunder for any reason whatsoever.

The Purchase Agreement is not contingent on Purchaser's ability to comply with any terms or conditions of any pre-qualification letter or commitment, such as the sale of Purchaser's house or other property or retirement of debt. Seller will not be liable for any damages or interest rate changes caused by delays in completion or Settlement.

NO SIGNATURE REQUIRED FOR THIS PAGE

MONTGOMERY COUNTY ADDENDUM

THIS MONTGOMERY COUNTY ADDENDUM (this "County Addendum") was executed simultaneously with and is an integral part of the Purchase Agreement dated as of _____, 200__, including any and all Addenda attached thereto, by and between Seller and Purchaser (collectively, the "Agreement"). In this County Addendum, "Seller" is sometimes referred to as "we" and Purchaser is sometimes referred to as "you".

Notice to Seller: Pursuant to Montgomery County Code (Sec.40-13), a Seller is required to fully disclose to Purchasers all specific facts relevant to, or affecting any property, imposed by any law or regulation or any common law principle. Seller acknowledges he has carefully examined this form, and that the information is complete and accurate to the best of its knowledge as of the date signed. This Disclosure/Addendum to be completed by the Seller shall be available to prospective Purchasers prior to making a purchase offer and will become a part of the sales contract for the sale of the Unit

Notice to Purchaser: The information contained herein is the representation of the Seller. Further information may be obtained by contacting staff and web sites of appropriate authorities, Montgomery County Government, 240-777-1000 (web site: www.montgomerycountymd.gov), Park and Planning Commission/Montgomery County Department of Park and Planning, 301-495-4600 (Web site: www.mc-mncppc.org) and municipality, if applicable.

1. MASTER PLAN.

Prior to signing the Agreement, you have the right to examine the master plan and any land use plan for the area in which the Condominium Unit is located and any adopted amendment to either plan, and approved official maps showing planned land uses, roads and highways, parks and other public facilities affecting the Condominium Unit contained in the plan. By signing this County Addendum, you acknowledge the following:

- (a) We have offered you the opportunity to review the master plan and land use plan and any adopted amendments.
- (b) We have informed you that amendments affecting the plans may be pending before the planning board or the county council or a municipal planning body.
- (c) You have reviewed each plan and adopted amendment or do hereby waive the right to do so.
- (d) You understand that to stay informed of future changes in the county and municipal land use plans, you should contact the planning board and the appropriate municipal planning body.

PURCHASERS:

Name:

Name:

2. AVAILABILITY OF WATER AND SEWER SERVICE

- **Existing Water and Sewer Service:** Refer to the Seller's Water Bills or contact WSSC at 301-206-4001 or City of Rockville at 240-314-8420.
- **Well and Septic Locations:** Contact the **Department of Permitting Services "DPS", Well and Septic**, at 240- 777-6320, fax 240-777-6314 or gene.vongunten@co.mo.md.us. For septic field location for homes constructed prior to 1978, request an "as built" drawing using **DPS's** "Septic System Location Application" form. Homes built prior to 1960 may be filed on microfiche, and, if outside a subdivision, the name of the original owner may be required. An original owner's name can be found among the Land Records at the County Courthouse. Allow two weeks for the "as built" drawing.
- **Categories:** To confirm service area category, contact the **Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division**, Alan Soukop at 240-777-7716 or alan.soukop@co.mo.md.us or fax request to 240-777-7715.

A. Water: Is the Property connected to public water? Yes No
 If no, has it been approved for connection to public water? Yes No Do not know
 If not connected, the source of potable water, if any, for the Property is: _____

B. Sewer: Is the Property connected to public sewer system? Yes No
 If no, answer the following questions:
 1. Has it been approved for connection to public sewer? Yes No Do not know
 2. Has an individual sewage disposal system been constructed on Property? Yes No.
 Has one been approved for construction? Yes No.
 Has one been disapproved for construction? Yes No Do not know.
 If no, explain: _____

C. Categories: The water and sewer service area category or categories that currently apply to the Property is/are (if known) _____. This category affects the availability of water and sewer service as follows (if known) _____.

D. Recommendations and Pending Amendments (if known):
 1. The applicable master plan contains the following recommendations regarding water and sewer service to the Property: _____
 2. The status of any pending water and sewer comprehensive plan amendments or service area category changes that would apply to the Property: _____

E. Well and Individual Sewage System: When a Purchaser of real property that is located in a subdivision on which an individual sewage disposal system has been or will be installed receives the copy of the recorded subdivision plat, the Purchaser must confirm in writing by signing said Plat that the Purchaser has received and reviewed the Plat, including any restrictions on the location of initial and reserve wells, individual sewage disposal systems, and the buildings to be served by any individual sewage disposal system. By signing below, the Purchaser acknowledges that, prior to signing the Contract, the Seller has provided the information referenced above, or has informed the Purchaser that the Seller does not know the information referenced above; the Purchaser further understands that, to stay informed of future changes in County and municipal water and sewer plans, the Purchaser should consult the County Planning Board or any appropriate municipal planning or water and sewer agency.

| | |
|-----------|------|
| | |
| Purchaser | Date |
| | |
| Purchaser | Date |

3. CONDOMINIUM ASSOCIATION.

The Property is located in a Condominium. The name of the Condominium is Takoma Overlook Condominium and the name of the Condominium Association is the Takoma Overlook Condominium Association, Inc. The name of the management company is Cap City Management LLC and its telephone number is 202-349-0705. The current estimated monthly condominium fee is \$_____. There are currently no special assessments and there are no assessments or fees approved and yet not assessed.

4. SUBDIVISION PLAT.

You acknowledge that, prior to the execution of the Agreement and this County Addendum, we delivered to you a copy of the recorded subdivision plat on which the Condominium Unit is located or, if the property is not yet subdivided, a copy of the subdivision plat we intend to record among the land records.

5. MODERATELY-PRICED DWELLING UNITS.

Purchaser acknowledges that Purchaser has been advised by Seller that the Condominium is not currently part of a Montgomery County Moderately-Priced Dwelling Unit program.

6. AIRPORT/HELIPORT NOTICE.

The following list of airports and heliports includes those in Montgomery County and the surrounding area that may be within a five-mile radius of the Condominium Unit. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of 4/1/07. Purchaser should be aware of the fact that most properties in Montgomery County are within five (5) miles of an airport or heliport installation. Refer to the FAA website for a current list. www.gcr1.com/airport.cfm

Montgomery County

Bethesda Naval Medical Hospital Heliport, 8901 Rockville Pike, Bethesda, MD 20889
Davis Airport, 7200 Hawkins Creamery Road, Laytonsville, MD 20879
Dow Jones & Company, Inc., 11501 Columbia Pike, Silver Spring, MD 20904
Federal Support Center Heliport, 5321 Riggs Road, Gaithersburg, MD 20882
Flying M Farms, 24701 Old Hundred Road, Comus, MD 20842
IBM Corporation Heliport, 18100 Frederick Avenue, Gaithersburg, MD 20879
Maryland State Police Heliport, 16501 Norwood Road, Sandy Spring, MD 20860
Montgomery County Airpark, 7940 Airpark Road, Gaithersburg, MD 20879
Shady Grove Adventist Hospital, 9901 Medical Center Drive, Rockville, MD 20850
Suburban Hospital, 8600 Old Georgetown Road, Bethesda, MD 20814
Waredaca Farm, 4015 Damascus Road, Gaithersburg, MD 20760
Washington Adventist Hospital, 7600 Carroll Avenue, Takoma Park, MD 20912

Prince George's County

Citizens Bank Helipad, 14401 Sweitzer Lane, Laurel, MD 20707
College Park, 1909 Cpl Frank Scott Drive, College Park, MD 20740
The Greater Laurel Beltsville Hospital, 7100 Contee Road, Laurel, MD 20707

Frederick County

Faux-Burhams Airport, 9401 Ball Road, Ijamsville, MD 21754
Ijamsville Airport, 9701 C. Reichs Ford Road, Ijamsville, MD 21754
Stol-Crest Airfield, 3851 Price's Distillery Road, Urbana, MD 21754

Carroll County

Walters Airport, 7017 Watersville Road, Mt. Airy, MD 21771

District of Columbia

Children's National Medical Center, 111 Michigan Avenue, NW, 20010
Georgetown University Hospital, 3800 Reservoir Road, NW, 20007
Metropolitan Police, Dist. 2, 3320 Idaho Avenue, NW, 20007
Metropolitan Police, Dist. 3, 1620 V Street, NW, 20007
Michael R. Nash, 50 Florida Avenue, NE 20002
National Presbyterian Church, 4101 Nebraska Avenue, NW, 20016
Ronald Reagan Washington National Airport, Arlington County 20001
Sibley Memorial Hospital, 5255 Loughboro Road, NW, 20016
Steuart Office Pad, Steuart Petroleum Co., 4640 40th Street, NW, 20016
Walter Reed Hospital, 6825 16th Street, NW, 20012
Washington Hospital Center, 110 Irving Street, NW, 20010
Washington Post, 1150 15th Street, NW, 20017

Virginia

Leesburg Executive, 1001 Sycolin Road, Leesburg, 22075
Loudoun Hospital Center, 224 Cornwall, NW, Leesburg, 22075
Ronald Reagan Washington National Airport, Arlington County 20001

7. PRE-SETTLEMENT INSPECTION.

(a) Not less than twenty-four (24) hours, nor more than seventy-two (72) hours prior to the date of Settlement, you will have the right to inspect the Condominium Unit (the "Inspection"). We will make every effort to designate dates and times for the Inspection which are reasonably convenient for you.

- (b) We will allow a reasonable time for you or your agent to conduct the inspection.
- (c) You and your agents, as well as our representatives, may attend the Inspection.
- (d) Your right to the Inspection is guaranteed by Montgomery County law.

8. NEW HOME WARRANTY SECURITY.

**NOTICE TO PURCHASER
(Pursuant to Section 31C-3(f)(C) of the Montgomery County Code)**

Montgomery County law does not require that we furnish any bond, insurance, or other financial security to guarantee the performance of our warranty obligations. If we have promised you any other bond, insurance, or security to guarantee the performance of our warranty obligations, that bond, insurance or security must be listed below:

No bond, insurance or other financial security is responsible for or guarantees the Seller's warranty obligations.

9. STORM WATER MANAGEMENT FEES – CITY OF TAKOMA PARK.

The City of Takoma Park, MD maintains its own storm water facilities and assesses and bills for an annual **storm water management fee** on all real property located in the city. This assessment is made separate from City property taxes and requires a separate inquiry as to applicability and the amount to be collected and/or prorated. Inquiries can be made at 301-891-7212. Is the property located in the City of Takoma Park and subject to this assessment? Yes No

10. CLAIMS AND DISPUTES.

Purchaser acknowledges Purchaser's right, pursuant to Section 40-19 of the Montgomery County Code in the event the Unit is deemed to be "New Home" as defined in Section 40-15 of the Montgomery County Code, to disaffirm any agreement to participate in arbitration, when the arbitration procedure is to be initiated. At that time, either Purchaser or Seller may decide not to proceed with arbitration, and may instead exercise any other remedy available by law.

11. UNDERGROUND STORAGE TANK.

For information regarding Underground Storage Tanks and the procedures for their removal or abandonment, contact the Maryland Department of the Environment. www.mde.state.md.us Does the Property contain an unused underground storage tank? Yes No Unknown. If yes, explain when, where and how it was abandoned:

Two (2) 15,000 gallon underground tanks storing heating oil were formerly located on the Property. These tanks were removed in 2005 by the former owner of the Property and replaced with two (2) 10,000 gallon double-walled heating oil tanks.

Purchaser has read and understands the above disclosures contained in this County Addendum. This County Addendum is incorporated into the Purchase Agreement by this reference. All other terms and conditions of the Purchase Agreement shall remain in full force and effect. This County Addendum is not a novation of the Purchase Agreement.

PURCHASER(S):

DATE: _____

(Purchaser)

DATE: _____

(Purchaser)

DATE: _____

SELLER:

TENACITY 7333 NEW HAMPSHIRE AVENUE LLC,
a Maryland limited liability company

BY: Tenacity Hampshire Towers LLC, Manager

By: _____
Name:
Title:

LAND CONDOMINIUM ADDENDUM

THIS LAND CONDOMINIUM ADDENDUM was executed simultaneously with and is an integral part of the Takoma Overlook Condominium Purchase Agreement between Tenacity 7333 New Hampshire Avenue LLC ("Seller") and _____ ("Purchaser").

1. The residential condominium project in which the Unit that Purchaser is purchasing pursuant to this Agreement, being known and referred to as Takoma Overlook Condominium (the "Condominium"), is located within a land condominium regime known and referred to as Hampshire Towers Land Condominium (the "Land Condominium"). The Land Condominium generally consists of two (2) land units: (a) "Land Unit No. 1"; and (b) "Land Unit No. 2". The Condominium is located on Land Unit No. 2.

2. The Condominium is subject and subordinate to the Declaration of Hampshire Towers Land Condominium ("Land Condominium Declaration"), and the Bylaws of Hampshire Towers Land Condominium (the "Land Condominium Bylaws"). The Land Condominium is more particularly shown on the condominium plat of Hampshire Towers Land Condominium (the "Condominium Plat"), such documents being hereinafter referred to collectively as the "Land Condominium Documents". Further information regarding the Land Condominium is included in the Public Offering Statement and Consumer Guide, as the same may be amended.

3. Copies of the Land Condominium Documents and the Condominium Instruments are exhibits to the Public Offering Statement and Consumer Guide for the Condominium.

4. Purchaser agrees to abide by all provisions of the Land Condominium Documents and the Condominium Instruments, as the same may be amended from time to time.

5. The council of unit owners of the Condominium is obligated to pay certain assessments of the Land Condominium which will be included as part of the Condominium assessments payable by Purchaser.

6. Purchaser has read and understands the above disclosures.

7. This Addendum is incorporated into the Purchase Agreement by this reference. All other terms and conditions of the Purchase Agreement shall remain in full force and effect. This Addendum is not a novation of the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Land Condominium Addendum as of the date first written above.

PURCHASER(S):

DATE: _____

Name:

DATE: _____

Name:

SELLER:

DATE: _____

TENACITY 7333 NEW HAMPSHIRE AVENUE LLC,
a Maryland limited liability company

BY: Tenacity Hampshire Towers LLC, Manager

By: _____
Name:
Title:

County Rights Addendum

THIS COUNTY RIGHTS ADDENDUM was executed simultaneously with and is an integral part of the Takoma Overlook Condominium Purchase Agreement between TENACITY 7333 NEW HAMPSHIRE AVENUE LLC ("Seller") and _____ ("Purchaser").

Purchaser hereby acknowledges that Seller's sale of the Unit to Purchaser and Purchaser's purchase of said Unit is contingent upon (a) the existing tenants of Takoma Overlook Condominium electing not to purchase said Unit pursuant to the rights afforded to said tenants under any agreement with Seller and/or Maryland, Montgomery County and the City of Takoma Park laws, (b) the existing tenant of said Unit surrendering and vacating the Unit to Seller on or before the date of settlement under the Purchase Agreement, and (c) Montgomery County electing not to purchase said Unit pursuant to the rights afforded to Montgomery County under Maryland and Montgomery County laws.

This Addendum is incorporated into the Purchase Agreement by this reference. All other terms and conditions of the Purchase Agreement shall remain in full force and effect. This Addendum is not a novation of the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned have executed and delivered this County Rights Addendum as of the date first written above.

PURCHASER(S):

DATE: _____

Name:

DATE: _____

Name:

SELLER:

DATE: _____

TENACITY 7333 NEW HAMPSHIRE AVENUE LLC,
a Maryland limited liability company

BY: Tenacity Hampshire Towers LLC, Manager

By: _____

Name:

Title:

ACKNOWLEDGEMENT OF RECEIPT OF PUBLIC OFFERING STATEMENT AND CONSUMER GUIDE

Pursuant to the terms of the certain Purchase Agreement (the "Purchase Agreement") dated as of _____ by and between _____ ("Purchaser") and Tenacity 7333 New Hampshire Avenue LLC ("Seller"), Seller has agreed to sell to Purchaser and Purchaser has agreed to purchase from Seller Unit _____ in the Takoma Overlook Condominium located at 7333 New Hampshire Avenue, Takoma Park, Maryland. Purchaser was not provided with a copy of the Public Offering Statement and Consumer Guide for the Takoma Overlook Condominium prior to or in connection with Purchaser's execution of the Purchase Agreement.

Purchaser hereby acknowledges that on the date hereof Purchaser has received a copy of the Public Offering Statement and Consumer Guide for the Takoma Overlook Condominium including the following amendments:

- Amendments to the Takoma Overlook Condominium Public Offering Statement and Consumer Guide, dated August 24, 2009
- Second Amendment to the Takoma Overlook Condominium Public Offering Statement and Consumer Guide, dated April 6, 2010
- Third Amendment to the Declaration of Condominium for Takoma Overlook Condominium, dated April 5, 2010
- Fourth Amendment to the Declaration of Condominium for Takoma Overlook Condominium, dated April 15, 2010
- Fifth Amendment to the Declaration of Condominium for Takoma Overlook Condominium, dated May 12, 2010
- Sixth Amendment to the Declaration of Condominium for Takoma Overlook Condominium, dated December 10, 2010
- Seventh Amendment to the Declaration of Condominium for Takoma Overlook Condominium, dated March 17, 2011

Purchaser specifically acknowledges that Seller has not used the Public Offering Statement and Consumer Guide for any promotional purpose, nor has Seller advertised or represented to Purchaser that the Secretary of State of the State of Maryland or that Montgomery County has approved or recommended the Condominium or any of the documents contained in the Public Offering Statement and Consumer Guide.

This Acknowledgment is incorporated into the Purchase Agreement by this reference. All other terms and conditions of the Purchase Agreement shall remain in full force and effect. This Addendum is not a novation of the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Acknowledgment as of the date first written above.

PURCHASER(S):

DATE: _____

Name:

DATE: _____

Name:

SELLER:

DATE: _____

TENACITY 7333 NEW HAMPSHIRE AVENUE LLC,
a Maryland limited liability company

BY: Tenacity Hampshire Towers LLC, Manager

By: _____
Name:
Title: Manager