



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

Greater Capital Area Association of REALTORS®, Inc.

RE: 1900 Biltmore St NW #9 Washington DC 20009

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 buyer/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)

*JK/TC(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):

[Empty box for explanation]

*JK/TC(b)*

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

[Empty box for list of documents]

- 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 ACKNOWLEDGMENT (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 ACKNOWLEDGMENT (initial)

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

#### CERTIFICATION OF ACCURACY

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

*[Signature]* 3/24/07  
 Seller/Landlord Date

*Thomas S. G.* 3/24/07  
 Seller/Landlord Date

*Suranna* 3/24/07  
 Agent Date

\_\_\_\_\_  
 Buyer/Tenant Date

\_\_\_\_\_  
 Buyer/Tenant Date

\_\_\_\_\_  
 Agent Date

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07/01





**SELLER'S DISCLOSURE STATEMENT**

**Instructions to the Seller for Seller's Disclosure Statement:**

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

1. **Who must complete the Seller's Disclosure Statement?** The Seller, not the broker and not the management company, condominium association, cooperative association or homeowners association.
2. **In what types of transactions must the Seller provide the Seller's Disclosure Statement to the Purchaser?** The Act applies in the following types of transfers or sales of District of Columbia real estate:
  - (a) where the property consists of one to four residential dwelling units, and,
  - (b) the transaction is a sale, exchange, installment land contract, lease with an option to purchase, or any other option to purchase, and,
  - (c) the purchaser expresses, in writing, an interest to reside in the property to be transferred.

**However, the Act does not apply to:**

  - (a) court ordered transfers;
  - (b) transfers to a mortgagee by a mortgagor in default;
  - (c) transfers by sale under a power of sale in a deed of trust or mortgage or any foreclosure sale under a decree, or by a mortgagee who acquired the property at foreclosure, decree of foreclosure or deed in lieu of foreclosure;
  - (d) transfers by a non-occupant fiduciary administering a decedent's estate, guardianship, conservatorship or trust;
  - (e) transfers between co-tenants;
  - (f) transfers made to the transferor's spouse, parent, grandparent, child, grandchild or sibling (or any combination of the foregoing);
  - (g) transfers between spouses under a divorce judgment, separate maintenance judgment, or property settlement agreement incidental to such a judgment;
  - (h) transfers or exchanges to or from any governmental entity;
  - (i) transfers made by a person of newly constructed residential property that has not been inhabited.
3. **When does the Seller's Disclosure Statement have to be provided to the Purchaser?** In a sale, before or at the time the prospective transferee executes a purchase agreement with the transferor. In an installment sales contract (where a binding purchase contract has not been executed), or in the case of a lease with an option to purchase, before or at the time the prospective transferee executes the installment sales contract or lease with the transferor.
4. **What information must the Seller disclose?** Answer ALL questions on the Seller's Disclosure Statement. If some items do not apply to your property, check "N/A" (not applicable). If you do not know the facts, check "UNKNOWN". Report actually known conditions referred to in the questions. Each disclosure must be made in "good faith" (honesty in fact in the making of the disclosure). Attach additional pages with your signature if additional space is required.
 

The Seller of a condominium unit, cooperative unit, or a lot in a homeowners association, is to provide information only as to the Seller's unit or lot, and not as to any common elements, common areas or other areas outside of the unit or lot.
5. **What is the remedy if the Seller does not provide the Seller's Disclosure Statement to the Transferee?** If the Seller's Disclosure Statement is delivered after the purchaser executes the purchase agreement, installment sales contract or lease with an option to purchase, the purchaser may terminate the transaction by written notice to the seller not more than five (5) calendar days after receipt of the Seller's Disclosure Statement by the purchaser, and the deposit must be returned to the seller. The right to terminate is waived if not exercised before the earliest of:
  - (a) the making of an application for a mortgage loan (if the lender discloses that the right to rescind terminates on submission of the application); or
  - (b) settlement or date of occupancy in the case of a sale; or
  - (c) occupancy in the case of a lease with an option to purchase.
6. **If the Seller finds out different information after providing the Seller's Disclosure Statement to the Purchaser what must the Seller do?** If information becomes inaccurate after delivery of the disclosure form, the inaccuracy shall not be grounds for terminating the transaction. Any disclosures may be amended, in writing, but the amendment is subject to the same requirements as the original disclosure.
7. **How must a Seller deliver the Seller's Disclosure Statement to the Transferee?** The Seller's Disclosure Statement must be delivered by personal delivery, facsimile delivery, or by registered mail to the transferee. Execution by the transferor of a facsimile is considered execution of the original.



**SELLER'S DISCLOSURE STATEMENT**

Property Address: 1900 Biltmore St NW #9 Washington DC 20009

Condominium Unit: 9 Cooperative Unit: \_\_\_\_\_

**Purpose of Statement:** This Statement is a disclosure by the Seller of the defects or information actually known by the Seller concerning the property, in compliance with the District of Columbia Residential Real Property Seller Disclosure Act. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering, or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. THIS STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY AGENT REPRESENTING THE SELLER IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN.

**Seller's Disclosure:** The Seller discloses the following information with the knowledge that, even though this is not a warranty, the Seller specifically makes the following statements based on the Seller's actual knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's agent is required to provide a copy to the Buyer or the agent of the Buyer. The Seller authorizes its agent(s) to provide a copy of this statement to any prospective buyer or agent of such prospective buyers in connection with any actual or anticipated sale of property. The following are statements made solely by the Seller and are not the statements of the Seller's agent(s), if any. This information is a disclosure only and is not intended to be part of any contract between Buyer and Seller.

If this is a sale of a condominium unit or cooperative unit, or lot in a homeowners association, this disclosure form provides information only as to the unit (as defined in the governing documents of the association) or lot (as defined in the covenants applicable to the lot), and not as to any common elements, common areas or other areas outside of the unit or lot.

**A. Property Conditions, Improvements & Additional Information:**

	Yes	No	Unknown	N/A
1. Water system:		<input checked="" type="checkbox"/>		
Well supplied	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City supplied	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Working order?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Sewer system:		<input checked="" type="checkbox"/>		
Septic tank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City supplied	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Working order?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Insulation		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Urea formaldehyde foam insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Leaks in roof	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Age of roof	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
0-5 years	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5-10 years	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10-15 years	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15+ years	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Wall defects	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Floor defects	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Foundation defects	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Window defects	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Evidence of water in basement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Heating system:		<input checked="" type="checkbox"/>		
Central	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Oil	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heat Pump	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Working order?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Age of Heating System:		<input checked="" type="checkbox"/>		
0-5 years	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5-10 years	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10+ years	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Air Conditioning System:		<input checked="" type="checkbox"/>		
Central	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Window	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electric	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heat Pump	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Working order?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Age of Air Conditioning System:		<input checked="" type="checkbox"/>		
0-5 years	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5-10 years	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10+ years	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Yes	No	Unknown	N/A
14. Plumbing System:			<input checked="" type="checkbox"/>	
Copper	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Galvanized	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Working order?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Any known problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Electrical System:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Working order?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Any known problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. History of Infestation				
Termites	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carpenter Ants	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rodents	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Environmental Problems				
Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Formaldehyde	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Contaminated soil	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Provide explanations of the foregoing responses here. Attach additional sheets if necessary:

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**B. Appliances/Systems/Services: The items below are in working order:**

	Yes	No	Unknown	N/A
1. Range/Oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Refrigerator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Range hood/fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. TV antenna, TV rotor & controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Storm Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Garage door opener & remote control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Alarm system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Intercom system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Attic fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Pool heater, wall liner & equip.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Microwave oven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Trash compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Ceiling fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Sauna/hot tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. Lawn sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19. Water heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
20. Water softener/conditioner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
21. Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
22. Furnace	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
23. Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
24. Electronic air filter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
25. Solar heating system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
26. Fireplace & chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
27. Wood burning system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
28. Smoke Detector(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
29. Carbon Monoxide detector(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Provide any explanations of the foregoing responses here. Attach additional sheets if necessary:

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UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

C. Other items: Are you aware of the following:

	landowners:			N/A
	Yes	No	Unknown	
1. Features of the property shared in common with the adjoining				
Walls	___	<input checked="" type="checkbox"/>	___	___
Seller responsible for maintenance	___	<input checked="" type="checkbox"/>	___	___
Fences	___	<input checked="" type="checkbox"/>	___	___
Seller responsible for maintenance	___	<input checked="" type="checkbox"/>	___	___
Roads	___	<input checked="" type="checkbox"/>	___	___
Seller responsible for maintenance	___	<input checked="" type="checkbox"/>	___	___
Driveways	___	<input checked="" type="checkbox"/>	___	___
Seller responsible for maintenance	___	<input checked="" type="checkbox"/>	___	___
Other (list)	___	<input checked="" type="checkbox"/>	___	___
_____	___	___	___	___
_____	___	___	___	___
_____	___	___	___	___
Seller responsible for maintenance	___	___	<input checked="" type="checkbox"/>	___
2. Encroachments	___	___	<input checked="" type="checkbox"/>	___
3. Easements	___	___	<input checked="" type="checkbox"/>	___
4. Zoning violations	___	___	<input checked="" type="checkbox"/>	___
5. Nonconforming uses	___	___	<input checked="" type="checkbox"/>	___
6. Structural modifications	___	___	<input checked="" type="checkbox"/>	___
7. Settling problems	___	___	<input checked="" type="checkbox"/>	___
8. Flooding problems	___	___	<input checked="" type="checkbox"/>	___
9. Drainage problems	___	___	<input checked="" type="checkbox"/>	___
10. Structural problems	___	___	<input checked="" type="checkbox"/>	___
11. Grading problems	___	___	<input checked="" type="checkbox"/>	___
12. Damage to property from:	___	___	___	___
Fire	___	<input checked="" type="checkbox"/>	___	___
Wind	___	<input checked="" type="checkbox"/>	___	___
Flcods	___	<input checked="" type="checkbox"/>	___	___
Landslides	___	<input checked="" type="checkbox"/>	___	___
13. Historic District	___	___	___	___
a. Is the Property a DC landmark or located in a historic district?	___	___	<input checked="" type="checkbox"/>	___
b. Has the property been cited for a violation during your ownership?	___	___	<input checked="" type="checkbox"/>	___
c. Is the property subject to a conservation easement?	___	___	<input checked="" type="checkbox"/>	___

Provide any explanations of the foregoing responses here. Attach additional sheets, if necessary.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Seller has lived in the residence on the property from 2-18/07 (date) to Present (date). The Seller has owned the property since None (date) and makes the statements herein only since that date. The Seller has indicated above as to the condition of all the items based on information actually known to the Seller.

Seller certifies that the information in this statement is true and correct to the best of Seller's actual knowledge as of the date of Seller's signature.

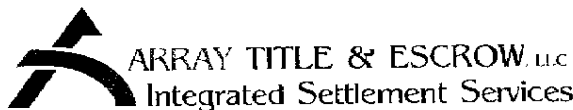
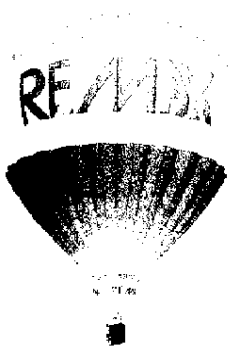
BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY

Seller: [Signature] Date 3/24/07  
Seller: [Signature] Date 3/24/07

BUYER HEREBY EXPRESSES AN INTENT TO RESIDE IN THE PROPERTY TO BE TRANSFERRED.

BUYER HAS READ AND ACKNOWLEDGES RECEIPT OF THIS STATEMENT AND ACKNOWLEDGES THAT THIS STATEMENT IS MADE BASED UPON THE SELLER'S ACTUAL KNOWLEDGE AS OF THE ABOVE DATE; IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES WHICH BUYER MAY WISH TO OBTAIN; AND IS NOT A STATEMENT, REPRESENTATION OR WARRANTY BY ANY OF THE SELLER'S AGENTS OR ANY SUB-AGENTS AS TO THE PRESENCE OR ABSENCE OF ANY CONDITION, DEFECT OR MALFUNCTION OR AS TO THE NATURE OF ANY CONDITION, DEFECT OR MALFUNCTION.

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_



### AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE FORM

Date 3/24/07

Property Description: 1900 Biltmore St NW #9  
Washington DC 20009

Agent Name: Christopher Suranna

THIS IS TO GIVE YOU NOTICE that certain of the owners and officers of RE/MAX Allegiance and some of its Real Estate Agents (independent contractor licensees) have an ownership interest in Array Title & Escrow, LLC, doing business as, "Array Title & Escrow". Array Title & Escrow is a title insurance agency and real estate settlement provider independently licensed in the District of Columbia. Array Title & Escrow, LLC is a joint venture partially owned by the owners and officers of RE/MAX Allegiance, some of its Real Estate Agents, and is also owned 20% by Title Partners of Delaware, LLC, a wholly-owned subsidiary of First American Title Insurance Company ("First American"). Because of this relationship, your use of Array Title & Escrow may provide the owners and officers of RE/MAX Allegiance, some of its Real Estate Agents, Title Partners of Delaware, LLC and First American a financial or other benefit.

**YOU ARE NOT REQUIRED TO USE ARRAY TITLE & ESCROW AS A CONDITION OF THE SETTLEMENT OF YOUR LOAN ON, OR THE PURCHASE OR REFINANCE OF, THE SUBJECT PROPERTY. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND A FAIR RATE FOR THESE SERVICES.**

The following is the estimated charge or range of charges you can expect for the title insurance and settlement services provided by Array Title & Escrow:

<u>HUD - 1 Item</u>	<u>Resale-Purchaser</u>	<u>Resale-Seller</u>	<u>Refinance</u>
1101 - Settlement Fee	\$150 - \$350	\$225 - \$350	\$150 - \$350
1103 - Title Search & Exam	\$150 - \$250	-	\$150 - \$250
1104 - Title Insurance Binder	\$50 - \$125	-	\$50 - \$125
1105 - Deed Preparation	-	\$50 - \$150	-
1106 - Courier Fee	\$25 - \$75	\$10 - \$75	\$25 - \$75
1108 - Title Insurance Premium Range*	-	-	-
1111 - Release Fee	-	\$75 - \$150	\$50 - \$150

<u>*Loan Amount</u>	<u>Lender Only Policy</u> (Per \$1000 of Loan Amount)	<u>Standard Owner's Policy</u> (Per \$1000 of Loan Amount)	<u>Enhanced Owner's Policy</u> (Per \$1000 of Loan Amount)
0 - \$250,000	\$3.75	\$4.75	\$5.70
\$250,000 - \$500,00	\$3.25	\$4.25	\$5.10
\$500,000 - \$1,000,000	\$2.75	\$3.75	\$4.50
\$1,000,000 - \$5,000,000	\$2.25	\$3.25	\$3.90

- **Simultaneous Issue Rate:** With the purchase of an Owner's Policy, a Lender's Policy will be issued up to the amount of the Owner's Policy for a flat rate of \$50.
- **Reissue Rate Discount:** When purchasing Title Insurance, if you have a prior Owner's Title Insurance Policy, you may receive a discount.

#### ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that RE/MAX Allegiance and/or my Real Estate Agent is referring me/us to Array Title and Escrow for the purchase of the above described settlement services.

I/we further understand that the owners and officers of RE/MAX Allegiance, some of its Real Estate Agents, Title Partners of Delaware, LLC and First American may receive a financial or other benefit as a result of this referral.

[Signature] 3/24/07  
Buyer 1 Signature (Date)

\_\_\_\_\_  
Buyer 2 Signature (Date)

THADDEUS CURTIS  
Buyer 1 Print Name

\_\_\_\_\_  
Buyer 2 Print Name

[Signature] 3/24/07  
Seller 1 Signature (Date)

\_\_\_\_\_  
Seller 2 Signature (Date)

DAVID ROSNER  
Seller 1 Print Name

\_\_\_\_\_  
Seller 2 Print Name



\*Title insurance premium rates are filed by the Title Underwriter with the District of Columbia Insurance Department.



**ARRAY MORTGAGE, LLC**  
Diversified Lending Solutions

**AFFILIATED BUSINESS ARRANGEMENT  
DISCLOSURE FORM**

Date 3/24/07

Property Description: 1900 Biltmore St NW #9  
Washington DC 20009

Agent Name: Christopher Suranna

THIS IS TO GIVE YOU NOTICE that certain of the owners and officers of **RE/MAX Allegiance** and some of its **Real Estate Agents** (independent contractor licensees) have an ownership interest in Array Mortgage, LLC ("Array Mortgage"). Array Mortgage is a mortgage lender independently licensed in Virginia, Maryland and Washington, DC. Because of this relationship, your use of Array Mortgage may provide the owners and officers of RE/MAX Allegiance and some of its Real Estate Agents a financial or other benefit.

**YOU ARE NOT REQUIRED TO USE ARRAY MORTGAGE AS A CONDITION FOR THE PURCHASE, SALE, OR REFINANCE OF THE SUBJECT PROPERTY. THERE ARE FREQUENTLY OTHER MORTGAGE LENDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND A FAIR RATE FOR THESE SERVICES.**

The following is the estimated charge or range of charges you can expect for the lending services provided by Array Mortgage:

<u>HUD - 1 Item</u>	<u>Range of Charges</u>
801 -- Loan Origination Fee	0% to 1% of Loan*
802 -- Loan Discount Fee	0% to 4% of Loan*
803 -- Appraisal Fee	\$350 to \$ 750
804 -- Credit Report	\$8.25 to \$150
805 -- Flood Certification	\$15 to \$80
806 -- Tax Service Fee	\$74 to \$100
808 -- Commitment Fee	\$250 to \$600

There may be additional charges, depending on the loan product you select.

\* Discount points and loan origination fees are largely a function of the interest rate on the underlying loan. Depending upon market conditions, discount points or loan origination fees may be higher for below market interest rates. Market conditions may or may not dictate a loan origination fee.

**ACKNOWLEDGEMENT**

I/we have read this disclosure form, and understand that RE/MAX Allegiance and/or my Real Estate Agent is referring me/us to Array Mortgage, for the above described lending services. I/we further understand that the owners and officers of RE/MAX Allegiance and some of its Real Estate Agents may receive a financial or other benefit as a result of this referral.

Thaddeus Curtz 3/24/07  
Buyer 1 Signature (Date)

THADDEUS CURTZ  
Buyer 1 Print Name

David Rosner 3/24/07  
Seller 1 Signature (Date)

DAVID ROSNER  
Seller 1 Print Name

\_\_\_\_\_  
Buyer 2 Signature (Date)

\_\_\_\_\_  
Buyer 2 Print Name

\_\_\_\_\_  
Seller 2 Signature (Date)

\_\_\_\_\_  
Seller 2 Print Name

