



STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

Before you decide to sell or buy or rent a home you need to consider the following information:

Agents Who Represent the Seller

Seller's Agent: A seller's agent works for the real estate company that lists and markets the property for the sellers, or landlords, and exclusively represents the sellers or landlords. That means that he or she may assist the buyer or tenant in purchasing or renting the property, but his or her duty of loyalty is only to the sellers or landlords. The seller pays the seller's agent's fees as specified in a written listing agreement.

Cooperating Agent: A cooperating agent works for a real estate company different from the company for which the seller's agent works. The cooperating agent can assist a buyer or tenant in purchasing or renting a property, but his or her duty of loyalty is only to the sellers or landlords. The cooperating agent's fee is paid by the sellers or landlords through the seller's agent's company.

Agents Who Represent the Buyer

Presumed Buyer's Agent (no written agreement): When a person goes to a real estate agent for assistance in finding a home to buy or rent, the agent is presumed to be representing the buyer and can show the buyer properties that are *not* listed by the agent's real estate company. A presumed buyer's agent may *not* make or prepare an offer or negotiate a sale for the buyer. The buyer does *not* have an obligation to pay anything to the presumed agent.

If for any reason the buyer does not want the agent to represent him or her as a presumed agent, either *initially* or at *any time*, the buyer can decline or terminate a presumed agency relationship simply by saying so.

Buyer's Agent (by written agreement): A buyer or tenant may enter into a written contract with a real estate agent which provides that the agent will represent the buyer or tenant in locating a property to buy or rent. The agent is then known as the buyer's agent. That agent assists the buyer in evaluating properties and preparing offers, and negotiates in the best interests of the buyer or tenant. The agent's fee is paid according to the written agreement between the agent and the buyer or tenant. If you as a buyer or tenant wish to have an agent represent you exclusively, you must enter into a written buyer agency agreement.

Dual Agents

The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate company, or broker, is called the "dual agent". Dual agents do not act exclusively in the interests of either the seller or buyer, or landlord or tenant, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

If both seller and buyer, or landlord and tenant, agree to dual agency by signing a Consent For Dual Agency form, then the real estate company (the "dual agent") will assign one agent to represent the seller or landlord (the seller's "intra-company agent") and another agent to represent the buyer or tenant (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as exclusive seller's or buyer's agents, including advising their clients as to price and negotiation strategy, provided the clients have both consented to be represented by dual agency.

If either party does not agree to dual agency, the real estate company may withdraw the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate company. If the buyer's agreement is terminated, the buyer or tenant may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer or tenant may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying or renting property:

>Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.

>Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.

>All agreements with real estate agents should be in writing and should explain the duties and obligations of the agent. The agreement should explain how the agent will be paid and any fee-sharing agreements with other agents.

>You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate agent is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate agent may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6200.

This notice is information required by law and is NOT A CONTRACT

We, the ☒ Sellers/Landlord ☐ Buyers/Tenants acknowledge receipt of a copy of this disclosure and

that Jobin Realty (firm name)

And Dejan Bujak (salesperson) are working as:

- ☒ Seller/landlord's agent
☐ Cooperating agent
☐ Buyer's agent
☐ Dual agent (See Consent for Dual Agency form)
 (you may check more than one box)

Dejan Bujak managing agent 07/18/2007
 Signature 3602 FARRAGUT AVENUE LLC Date

Signature _____ Date

I certify that on this date I made the required agency disclosure to the individuals identified below and they were unable or unwilling to acknowledge receipt of a copy of this disclosure statement.

Signature of agent _____ Date

Name of individual to whom disclosure was made _____

Name of individual to whom disclosure was made _____



Inclusions/Exclusions Attachment to Listing Agreement Disclosure and/or Addendum

Property Address: 10703 Lexington Street, Kensington, MD 20895

PART I. Inclusions/Exclusions Disclosure

Personal Property and Fixtures: The Property includes the following personal property and fixtures: A) Any existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to in writing, all surface or wall mounted electronic components/devices **DO NOT** convey. B) The items marked YES below are currently installed or offered. If more than one of an item convey, the number of items is noted.

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Alarm System	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Freezer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Satellite Dish
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Built-in Microwave	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Furnace Humidifier	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Storage Shed
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Ceiling Fan	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Garage Opener	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Stove or Range
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>		w/ remote	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Trash Compactor
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Dryer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Gas Log	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Wall Oven
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Hot Tub, Equip, & Cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Water Treatment System
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Cooktop	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Intercom	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window A/C Unit
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Dishwasher	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Playground Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window Fan
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Disposer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Pool, Equip, & Cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window Treatments
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Electronic Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Refrigerator	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Wood Stove
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Fireplace Screen/Door	<input checked="" type="checkbox"/>	<input type="checkbox"/>		w/ ice maker				

OTHER _____

AS IS ITEMS

Seller does not warrant the condition or working order of the following items and/or systems:

LEASED ITEMS

Any leased items, systems or service contracts (including, but not limited to, fuel tanks, water treatment systems, lawn contracts, security system monitoring, and satellite contracts) **DO NOT CONVEY** absent an express written agreement by Purchaser and Seller. The following is a list of the leased items within the Property: _____

Seller certifies that Seller has completed this checklist disclosing what conveys with the property and gives permission to make this information available to prospective buyers.

Debra Singh *7/18/07*
 Seller 3602 FARRAGUT AVENUE LLC Date _____

Seller _____ Date _____

PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated _____ between Seller 3602 FARRAGUT AVENUE LLC

_____ and Buyer _____

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

The parties agree that Part I of this Addendum shall replace and supersede the provisions of the Inclusions/Exclusions paragraph of the MAR Residential Contract of Sale or the Personal Property Fixtures and Utilities paragraph of the Regional Sales Contract as applicable.

Seller _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

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Government Regulations, Easements and Assessments Disclosure and Addendum (REA)
(Required for all Listing Agreements and Sales Contracts in Montgomery County)

The Contract of Sale dated _____, Address 10703 Lexington Street,
City Kensington, State MD Zip 20895 between
Seller 3602 FARRAGUT AVENUE LLC and
Buyer _____ is hereby amended by
the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

Notice to Seller: Pursuant to Montgomery County Code (Sec.40-13), a Seller is required to fully disclose to Buyers 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 his knowledge as of the date signed. This Disclosure/Addendum to be completed by the Seller shall be available to prospective Buyers prior to making a purchase offer and will become a part of the sales contract for the sale for the Property.

Notice to Buyer: 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, Park and Planning Commission/Montgomery County Department of Park and Planning, 301-495-4700, and municipality, if applicable.

1. Special Protection Areas (SPA)

Is this Property located in an area designated as a Special Protection Area? ☐ Yes ☒ No. If yes, special water quality measures and certain restrictions on land uses and impervious surfaces may apply. Under Montgomery County law, Special Protection Area (SPA) means a geographic area where:

- A. Existing water resources, or other environmental features directly relating to those water resources, are of high quality or are unusually sensitive;
- B. Proposed land uses would threaten the quality or preservation of those resources or features in the absence of special water quality protection measures which are closely coordinated with appropriate land use controls.

An SPA may be designated in:

- (1) a land use plan;
- (2) the Comprehensive Water Supply and Sewer System Plan;
- (3) a watershed plan; or
- (4) a resolution adopted after at least fifteen (15) days' notice and a public hearing.

The Buyer acknowledges by signing this disclosure that the Seller has disclosed to the Buyer the information contained in Sections A and B before Buyer executed a contract for the above-referenced Property. Further information is available from the staff and website of Montgomery County Department of Park and Planning.

Buyer _____

Buyer _____

2. Recorded Subdivision Plat: If the property is an unimproved lot or a newly constructed house being sold for the first time, the Buyer shall be provided a copy of the recorded subdivision plat prior to entering into a contract. However, if the property is **not** an unimproved lot or a newly constructed house (i.e. resale), the Buyer may in writing waive receipt of a copy of such plat at the time of execution of the contract, but shall, prior to or at the time of settlement, be provided with a copy of the subdivision plat. The subdivision plat is not intended as a substitute for examination of title and does not show every restriction and easement. Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.
Buyer's initials: _____ OR Buyer hereby waives receipt of a copy of such plat at time of execution of contract, but shall, prior to or at the time of settlement, be provided a copy of the subdivision plat. Buyer's initials: _____

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GCAAR Form # 900 - REA Disclosure
(Previously form # 1302)

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05/2003

Jobin Realty 10411 Motor City Drive, Bethesda MD 20817
Phone: 2404950500 Fax: 2404950500

Joe Yost

10703 Lexington

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com

3. Availability of Water and Sewer Service

- 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 Buyer 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 Buyer must confirm in writing by signing said Plat that the Buyer 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 Buyer acknowledges that, prior to signing the Contract, the Seller has provided the information referenced above, or has informed the Buyer that the Seller does not know the information referenced above; the Buyer further understands that, to stay informed of future changes in County and municipal water and sewer plans, the Buyer should consult the County Planning Board or any appropriate municipal planning or water and sewer agency.

Buyer

Date

Buyer

Date

4. Age of Home and Federal Lead Based Paint: Title X, Section 1018, the Residential Lead-Based Paint Hazard Act of 1992 (the Act), requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A Seller of pre-1978 housing is required to disclose to the Buyer, based upon the Seller's actual knowledge, all known lead-based paint hazards in the Property and provide the Buyer with any available reports in the Seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. The Seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection.

At the time that the offer to purchase is entered into by the Buyer, the Seller is required to provide the Buyer with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form (GCAAR #500). The Seller is required under the Act to provide the Buyer with a ten (10) day time period (or other mutually agreeable time period) for the Buyer, at the Buyer's expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the Buyer waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. 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 the settlement.

A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.

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Seller represents and warrants to Buyer, broker(s), broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that the property: (Seller to initial applicable line): was constructed prior to 1978 OR was not constructed prior to 1978 OR the date of construction is uncertain. If the Property was constructed prior to 1978 or if the date of construction is uncertain, as indicated by Seller's initial above, Seller and Buyer mutually agree that the requirements of the Act shall apply to the sale of the Property. Seller and Buyer acknowledge that the real estate brokers and salespersons involved in the sale of the Property have no duty to ascertain or verify the date of construction and assume no such duty or responsibility. Seller and Buyer agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Act have been complied with prior to the execution of this Contract by Seller and Buyer. Seller and Buyer represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act be complied with as an express condition of the formation of a binding and enforceable contract by and between the parties. Buyer and Seller acknowledge by their respective initials below that they have read and understand the provisions of this Paragraph 4.

Seller's Initials

Buyer's Initials

5. Disclosure/Disclaimer Statement: A property owner may be exempt from Maryland Residential Property Disclosure Act as defined in the Maryland Residential Property Disclosure and Disclaimer Statement. Is Seller exempt from the Maryland Residential Property Disclosure Act? ☐ Yes ☒ No. If no, see attached Maryland Residential Disclosure and Disclaimer Statement. If yes, reason for exemption:

6. Smoke Detectors: Pursuant to Montgomery County Code, the Seller is required to have working smoke detectors on all levels with bedrooms. Certain municipalities may have codes exceeding County requirements. In addition, Maryland law requires the following disclosure: **This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the Buyer should obtain a dual-powered smoke detector or a battery-powered smoke detector.** Does this Property have either a dual-powered smoke detector or a battery-powered smoke detector?
☐ Yes ☒ No ☐ Unknown

7. Historic Preservation

Has the Property been designated as a historic site in the master plan for historic preservation? ☐ Yes ☒ No.
Is the Property located in an area designated as an historic district in that plan? ☐ Yes ☒ No.
Is the Property listed as an historic resource on the County location atlas of historic sites? ☐ Yes ☒ No.
Seller has provided the information required of Sec 40-12A as stated above, and the Buyer understands that special restrictions on land uses and physical changes may apply to this property. To confirm the applicability of this County Code (Sec 40-12A) and the restrictions on land uses and physical changes that may apply, contact the staff of the County Historic Preservation Commission, 301-563-3400.

Buyer

Buyer

8. Front Foot Benefit Charges: Are there currently front foot benefit charges to WSSC? ☐ Yes ☒ No. If yes, the annual assessment is \$.

9. Private Utility Company Assessment: Are there any annual or semi-annual assessments paid to private companies that provided utility installation? ☐ Yes ☒ No. If yes, the Buyer agrees to assume the future obligations and pay future annual assessments in the amount of \$ for remaining years to (name of company).

10. Development Districts: Is the Property located in a Development District with a special assessment? ☐ Yes ☒ No. If yes, each year the Buyer of this property must pay a special assessment or special tax. The current assessment or tax is \$. Are there scheduled increases? ☐ Yes ☐ No. If yes, assessment or tax will be increased to \$ on (date). If an increase in any special assessment, special tax, fee, or charge is likely to occur in the foreseeable future, but the timing or amount of the increase is not certain when the contract is signed, this notice must also expressly disclose that fact.

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11. Special Service Area Tax Districts: Is the Property located in a special service area tax district for which there are special assessments or taxes, such as, but not limited to, Noise Abatement Tax District, Parking Lot Districts, Urban Districts, Development Districts, the Metropolitan District, the Recreation District, or the Storm Drainage District?
☐ Yes ☒ No. If yes, circle the appropriate one. Annual assessment is \$ _____ and ☐ is or ☐ is not included in the Property's tax bill.

12. Special Tax Districts: Is the Property located in the special taxing district of Village of Drummond, Oakmont, Village of Friendship Heights, Battery Park? ☐ Yes ☒ No. Annual assessment is \$ _____ and ☐ is or ☐ is not included in the Property's tax bill.

13. Transportation Related Facilities Assessment: Does Seller have deferred charges attributable to transportation-related facilities for which the Buyer assumes liability? ☐ Yes ☒ No.
 If yes, the current deferred taxes are \$ _____ and ☐ are or ☐ are not included in Property's tax bill.

14. Ownership and Assessments: ☐ Homeowners Association with mandatory fees (HOA) ☐ Condominium
☐ Cooperative. Name of Project/Subdivision: _____
 Management Company: _____ Telephone: _____
 Assessments/special tax \$ _____ per _____ Special Assessments: \$ _____
 Are there any assessments approved yet not assessed? ☐ Yes ☐ No. If yes, amount \$ _____ and explain for assessment: _____

15. Assessments: Are there any assessments or special taxes, other than those specifically addressed in this Addendum, which will become an obligation of the Buyer? ☒ Yes ☐ No. If yes, annual assessment is \$ 438.55 and ☒ is or ☐ is not included in Property's tax bill.

16. Municipalities: Is the Property located within one of the following municipalities? ☒ Yes ☐ No. If yes, circle the appropriate one: Barnesville, Town of Brookeville, Town of Chevy Chase, Chevy Chase View, Chevy Chase Village, Chevy Chase Village Section 3, Chevy Chase Village Section 5, City of Gaithersburg, Garrett Park, Town of Glen Echo, Town of Kensington, Laytonsville, Village of Martin's Addition, Village of North Chevy Chase, Poolesville, City of Rockville, Town of Somerset, Takoma Park or Washington Grove. For a list of municipalities, their telephone numbers and web sites, go to the websites for Montgomery County and GCAAR (see Resources).

17. Maryland Forest Conservation Act (MFCA): If the Property is a tract of land 40,000 square feet or more in size, Buyer is notified that tree clearing on the Property may be restricted by forest conservation law requirements. As a prerequisite to any subdivision plan, and before any permits are issued for grading and sediment control associated with construction, the Buyer will be required to comply with the requirements of the applicable county forest conservation law. In the absence of a county law, the Maryland State Forest Conservation Act applies. Unless otherwise expressly set forth in an Addendum to the Contract, Seller represents and warrants that Property ☐ is or ☒ is not currently subject to a Forest Conservation Plan, Management Agreement, or any other pending obligation binding the owner of the Property under forest conservation law requirements. Further, Seller represents and warrants that no activities have been undertaken on the Property in violation of the applicable law.

18. Forest Conservation Easement: Does the Property include land dedicated to a conservation easement as part of a Forest Conservation Plan, Tree Save Plan, or other plan for natural area protection? ☐ Yes ☒ No. If yes, attach house location survey (if available).

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- 19. Tax Benefit Programs:** The Property might currently be under a tax benefit program that has deferred taxes due on transfer or may require a legally binding commitment from Buyer to remain in the program, such as, but not limited to:
- A. **Forest Conservation and Management Program (FC&MP):** Buyer is hereby notified that a property under a Maryland Forest Conservation Management Agreement (FCMA) could be subject to recapture/deferred taxes upon transfer. Is the Property under FCMA? ☐ Yes ☒ No. If yes, taxes assessed shall be paid by the _____.
- B. **Agricultural Program:** Is the Property subject to agricultural transfer taxes? ☐ Yes ☒ No. If yes, taxes assessed as a result of the transfer shall be paid by _____.
- C. **Other Tax Benefit Programs:** Does the Seller have reduced property taxes from any government program.
☐ Yes ☒ No. If yes, explain: _____.

20. Moderately-Priced Dwelling Unit: Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County? ☐ Yes ☒ No. In City of Rockville? ☐ Yes ☒ No. If yes to either question. Seller to indicate month and year of initial offering: _____. If initial offering is after March 20, 1989, the prospective Buyer and Seller should contact the appropriate jurisdictional agency to ascertain the legal buying and selling restrictions on the Property.

21. Underground Storage Tank: Does the Property contain an unused underground storage tank?
☐ Yes ☐ No ☒ Unknown. If yes, explain when, where and how it was abandoned: _____.

22. Airports and Heliports: 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 Property. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of 10/03/02. Buyer 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.

Montgomery County

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

Prince George's County

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

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District of Columbia

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
 National Presbyterian Church, 4101 Nebraska Avenue, NW, 20016
 Steuart Office Pad, Steuart Petroleum Co., 4640 40th Street, NW, 20016
 Walter Reed Hospital, 6825 16th Street, NW, 20012
 Washington Post, 1150 15th Street, NW, 20017
 Washington Hospital Center, 110 Irving Street, NW, 20010
 Children's National Medical Center, 111 Michigan Avenue, NW, 20010

Virginia

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

23. Headings: The Paragraph headings of this Agreement are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties.

Buyer Initial, managing member 7/18/07
 Seller 3602 FARRAGUT AVENUE LLC Date _____

Seller _____ Date _____

The undersigned hereby acknowledges receipt of this form prior to signing a Contract.

Buyer _____ Date _____

Buyer _____ Date _____

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 (Previously form # 1302)

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05/2003

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10703 Lexington



MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 10703 Lexington Street, Kensington, MD 20895

Legal Description: _____

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 DISCLOSURE STATEMENT

NOTICE TO OWNERS: Complete and sign this statement only if you elect to disclose defects, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

NOTICE TO PURCHASERS: The information provided is the representation of the Owners and is based upon the actual knowledge of Owners as of the date noted. Disclosure by the Owners is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Owners as to the condition of the property of which the Owners have no knowledge or other conditions of which the Owners have no actual knowledge.

How long have you owned the property? _____

Property System: Water, Sewage, Heating & Air Conditioning (Answer all that apply)

Water Supply	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Well	<input type="checkbox"/> Other _____
Sewage Disposal	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Septic System approved for _____ (# bedrooms)	
Garbage Disposal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Dishwasher	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Heating	<input type="checkbox"/> Oil	<input checked="" type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump Age _____
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric <input type="checkbox"/> Heat Pump Age _____
Hot Water	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric Capacity _____ Age _____

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GCAAR Form #912 - MD - Property Disclosure/Disclaimer
(Formerly # 1301J/K)

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10/05

John Realty 11411 Moulton City Driv. Bethesda MD 20817
Joe Yost

Phone: 2404950500

Fax: 2404950500

10703 Lexington

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Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? ☐ Yes ☒ No ☐ Unknown
 Comments: _____

2. Basement: Any leaks or evidence of moisture? ☐ Yes ☒ No ☐ Unknown ☐ Does Not Apply
 Comments: _____

3. Roof: Any leaks or evidence of moisture? ☐ Yes ☒ No ☐ Unknown
 Type of Roof: _____ Age: _____
 Comments: _____
 Is there any existing fire retardant treated plywood? ☐ Yes ☐ No ☒ Unknown
 Comments: _____

4. Other Structural Systems, including exterior walls and floors:
 Comments: _____
 Any defects (structural or otherwise)? ☐ Yes ☒ No ☐ Unknown
 Comments: _____

5. Plumbing System: Is the system in operating condition? ☒ Yes ☐ No ☐ Unknown
 Comments: _____

6. Heating Systems: Is heat supplied to all finished rooms? ☒ Yes ☐ No ☐ Unknown
 Comments: _____
 Is the system in operating condition? ☒ Yes ☐ No ☐ Unknown
 Comments: _____

7. Air Conditioning System: Is cooling supplied to all finished rooms? ☒ Yes ☐ No ☐ Unknown ☐ Does Not Apply
 Comments: _____
 Is the system in operating condition? ☒ Yes ☐ No ☐ Unknown ☐ Does Not Apply
 Comments: _____

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?
☐ Yes ☒ No ☐ Unknown
 Comments: _____
 Will the smoke detectors provide an alarm in the event of a power outage? ☐ Yes ☐ No ☐ Does Not Apply
 Comments: _____

9. Septic Systems: Is the septic system functioning properly? ☐ Yes ☐ No ☐ Unknown ☒ Does Not Apply
 When was the system last pumped? Date: _____
 Comments: _____

10. Water Supply: Any problem with water supply? ☐ Yes ☒ No ☐ Unknown
 Comments: _____
 Home water treatment system: ☐ Yes ☒ No ☐ Unknown
 Comments: _____
 Fire sprinkler system: ☐ Yes ☒ No ☐ Unknown ☐ Does Not Apply
 Comments: _____
 Are the systems in operating condition? ☒ Yes ☐ No ☐ Unknown
 Comments: _____

11. Insulation:
 In exterior walls? ☒ Yes ☐ No ☐ Unknown
 In ceiling/attic? ☒ Yes ☐ No ☐ Unknown
 In any other areas? ☐ Yes ☒ No ☐ Unknown
 Where? _____
 Comments: _____

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?
☐ Yes ☒ No ☐ Unknown
 Comments: _____
 Are gutters and downspouts in good repair? ☒ Yes ☐ No ☐ Unknown
 Comments: _____

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13. Wood-destroying insects: Any infestation and/or prior damage? ☒ Yes ☐ No ☐ Unknown

Comments: During remodeling found some damage, it has been treated & fixed
 Any treatments or repairs? ☒ Yes ☐ No ☐ Unknown
 Any warranties? ☐ Yes ☐ No ☐ Unknown

Comments: _____

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property? ☐ Yes ☒ No ☐ Unknown

If yes, specify below.

Comments: _____

15. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property? ☐ Yes ☒ No ☐ Unknown

If yes, specify below.

Comments: _____

16. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District? ☐ Yes ☒ No ☐ Unknown If yes, specify below.

Comments: _____

17. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association? ☐ Yes ☒ No ☐ Unknown If yes, specify below.

Comments: _____

18. Are there any other material defects, including latent defects, affecting the physical condition of the property? ☐ Yes ☒ No ☐ Unknown

Comments: _____

NOTE: Owner(s) may wish to disclose the condition of other buildings on the property on a separate RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

The owner(s) acknowledge having carefully examined this statement, including any comments, and verify that it is complete and accurate as of the date signed. The owner(s) further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Owner Alvin Ingish managing member Date 7-18/07
3602 FAIRAGUT AVENUE LLC

Owner _____ Date _____

The purchaser(s) acknowledge receipt of a copy of this disclosure 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 _____

Rev 10-1-05

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10707 Lexington

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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: _____

Owner _____ Date July 18, 2007
3602 FARRAGUT AVENUE LLC

Owner _____ Date _____

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 _____

Form: DLLR/REC/P/10-1-01Rev
 Rev 10-1-05

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Lead Paint - Federal Disclosure

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

RE: 10703 Lexington Street, Kensington, MD 20895

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)

- B (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):

- AB (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):

- ☒ 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)

- AB (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.

Dejan Bujak, managing agent 07/18/2007
 Seller/Landlord Date Buyer/Tenant Date
 3602 FARRAGUT AVENUE LLC

Seller/Landlord Date Buyer/Tenant Date

07/18/2007
 Agent Dejan Bujak Date Agent Date

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GCAAR FORM # 907 Federal Lead Disclosure — MC & DC
 (Previously form # 500)

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07/01



MARYLAND LEAD PAINT DISCLOSURE AND NOTICE STATEMENT

(Use with contracts for the sale of property constructed prior to 1979)

RE: 10703 Lexington Street, Kensington, MD 20895

Property Address

DISCLOSURE

1. Seller represents that the above described Property may contain lead paint such that said Property may be subject to the Maryland Lead Poisoning Prevention Program Act contained in the Maryland Code, Environment Article, Sections - 6-801 et seq. (1996 Repl. Vol) (the "Maryland Lead Act").
2. If Seller has had the subject property inspected pursuant to the Maryland Lead Act, and such inspection revealed conditions which require remedial actions, (i.e., risk reduction obligations), Seller represents as follows:

Seller to check applicable statement(s):

- a) ☐ Seller has the following outstanding risk reduction obligations:

- b) ☐ Seller will complete the outstanding risk reduction obligations prior to settlement.

- c) ☒ Seller will not complete the outstanding risk reduction obligations prior to settlement.

In the event that none of the foregoing boxes have been checked, this shall constitute Seller's representation that either (1) the subject property has not been inspected pursuant to the Maryland Lead Act, or (2) if the subject property has been inspected pursuant to the Maryland Lead Act, either inspection did not result in the imposition of any risk reduction obligations or all risk reduction obligations have been completed.

All outstanding obligations not completed by Seller will become Buyer's responsibility after settlement if the property remains rental property or is converted to rental property.

NOTICE

1. In the event that Buyer intends to occupy the Property, but converts the Property to rental use in the future, Buyer is advised that Buyer must register the property with the Maryland Department of the Environment within 30 days following conversion of the Property to rental Property and will therefore be subject to all requirements of the Maryland Lead Act at the time of such conversion.
2. In the event the Property is currently rented and will continue to be rented, Buyer is advised that Buyer must register the Property with the Maryland Department of the Environment within 30 days of settlement and will be subject to all requirements of the Maryland Lead Act at the time of settlement.

Dejan Sigel, managing agent 07/18/2007
 Seller 3602 FARRAGUT AVENUE LLC Date

Seller _____ Date

By signing below, Buyer acknowledges receipt of the within Disclosure and Notice Statement prior to ratification of a Contract for the purchase of the subject property.

Buyer _____ Date

Buyer _____ Date

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GCAAR Form #908 – MC
 (Previously form #1301 L.2)

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9/99

Jobin Realty 10411 Motor City Drive, Bethesda MD 20817
 Phone: 2404950500 Fax: 2404950500

Joe Yost

10703 Lexington

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**GENERAL ADDENDUM**

Special provisions attached to and hereby made a part thereof, the Contract dated _____

on Lot 13, Block 1, Subdivision _____10703 Lexington Street; Kensingtonlocated in Montgomery Maryland between

(Purchasers) _____

and (Sellers) 3602 Farragut Avenue LLCDejan Bujah (listing agent) is the owner.Dejan Bujah, managing member
Seller 3602 Farragut Avenue LLC_____
Seller_____
Date_____
Purchaser_____
Purchaser_____
Date

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