

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT dated, _____, is by and between **Asymptote LLC**, hereafter, "Seller," whose address is 2200 Wilson Blvd., Suite 102-140, Arlington, VA 22201, and _____, hereafter, "Buyer," whose address is _____, collectively, the "Parties."

IN CONSIDERATION OF MUTUAL COVENANTS, promises, sums paid, and other goods and valuable consideration, Seller agrees to sell and Buyer agrees to purchase the real property known as:

_____, hereafter, the "Property," which includes all systems, fixtures, appliances, and improvements at the Property as existing and installed at time this Agreement is ratified. The Property as well as all systems, fixtures, appliances, improvements, and any personal items located at the Property are being sold completely and entirely as-is, and come with no warranty or guarantee of any kind, either now or in the future.

SALES PRICE. The total purchase price of the Property is _____. As consideration for this Agreement, Buyer shall pay an **earnest money deposit of** _____ (the "Deposit") in certified funds **within 1 business day of ratification**, to be held by **Allied Title and Escrow** until Settlement (as defined herein). The Deposit is non-refundable and will not be returned to Buyer if Settlement does not occur unless such failure of Settlement is due to Seller's actions. In the event that Settlement does not occur on or before the Settlement Date (as defined and designated herein), for any reason other than due to Seller's actions, then Buyer hereby authorizes Allied Title and Escrow to release the Deposit in full to Seller without the requirement of a written release signed by either Buyer or Seller. Further, the Parties agree to release Allied Title and Escrow from any and all liability associated with the release of the Deposit to Seller. Buyer shall pay the total purchase price at Settlement to Allied Title and Escrow, by cashier's check or wire transfer, of which sum the Deposit shall be a part.

FINANCING CONTINGENCY. Buyer agrees to purchase with no financing contingency.

SETTLEMENT. Buyer and Seller mutually agree that Settlement shall occur at the offices of Allied Title and Escrow and the Settlement Date shall not be changed unless agreed to in writing by the Parties or unless otherwise dictated by the terms of this Agreement. All Settlement charges including but not limited to, recordation fees, grantor tax, and any costs for state and/or local transfer shall be paid by Buyer (both sides of the Settlement charges are paid by Buyer). Seller shall pay no Settlement charges of any kind.

TITLE. If for any reason Seller is unable to deliver the Property to the Buyer by the Settlement Date (as defined and designated herein), including, but not limited to, any defects found in the Property's title, Seller agrees to pay for the costs of clearing title and/or the costs of remediating any other issue preventing Settlement. In such circumstances, Settlement shall be delayed for a reasonable time until a clear title can be conveyed, but in no event shall Settlement be delayed more than sixty (60) days from the Settlement Date unless agreed to in writing by the Parties. If clear title cannot be delivered within the time period allowed for by this Agreement, for any reason whatsoever, the Agreement shall be null and void and the Deposit will be returned to Buyer with no penalty to Seller. The Parties hereby agree to make full Settlement in accordance with the terms of this Agreement on or before _____.

ADJUSTMENTS. Rents, taxes, water and sewage charges, heating oil, homeowner association dues, condominium dues and other charges or interest relating to existing encumbrances which are assumed or taken subject to, shall be adjusted as of the Settlement Date.

FORFEITURE OF DEPOSIT AND LEGAL REMEDIES. If Seller fails to meet the requirements of Settlement, Buyer shall be entitled to the return of the Deposit as Buyer's full settlement of any claim, whereupon the Parties will be relieved of all respective obligations under this Agreement. If Buyer fails to meet the requirements of Settlement, the Deposit shall be forfeited to Seller and Seller may seek any legal or equitable rights or remedies that Seller may have under this Agreement. Further, Seller shall be entitled to recovery from Buyer the cost of any title work, closing costs, interest due, or other reasonable costs incurred by the Seller as a result of Buyer's failure to meet the requirements of Settlement. In connection with any dispute arising out of this Agreement, the prevailing party will be entitled to recover all costs including reasonable attorney's fees.

RISK OF LOSS. The risk of loss or damage to the Property by fire or other casualty shall be assumed by Seller until Settlement. Buyer shall insure Property as of the Settlement Date.

CONDITION OF PREMISES & WARRANTIES. Seller makes no warranty as to the Property and advises the Buyer that the Property is sold completely in "as-is" condition. The Seller has no knowledge about the condition of the house and any and all due diligence, inspections, or other evaluation of the Property is the sole responsibility of the Buyer. Additionally, the Property will **not** be in "broom clean condition" at Settlement. The Seller may leave any and all personal property, including but not limited to furniture, trash, and/or personal effects, at the time of Settlement. All such personal property will become the Buyer's responsibility upon Settlement. Seller has never lived at the Property and disclaims providing a statement of the physical condition of the Property to the Buyer.

POSSESSION. Possession of the Property shall be delivered to Buyer at settlement. There will be **no access** to property prior to closing unless agreed prior to ratification of this agreement, in writing, by both parties. This means no final walk through, and no access of any kind to inspect property again prior to closing.

NOTICES. Notices required to be given to Seller by this Agreement shall be in writing and effective as of the date on which such notice is delivered or emailed to Seller at the address indicated below. Notice required to be given to Buyer by this Agreement shall also be in writing and effective either when delivered to Buyer or when mailed or emailed to Buyer's address as indicated below.

MISCELLANEOUS: Buyer and Seller mutually agree that this Agreement shall be binding upon them, their heirs, executors, administrators, personal representative, successors and assigns; and that this Agreement contains the final and entire agreement between the parties hereto, and they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. Each party has had the opportunity to obtain advice from their own attorney in regard to this Agreement.

Buyer acknowledges that Seller is a “contract owner,” not the current title holder of the Property, and that this Agreement is contingent upon Seller being able to convey marketable title to Buyer. If Seller is unable to convey marketable title, there shall not be a penalty to Seller and Buyer’s Deposit shall be returned to Buyer as Buyer’s sole recourse against Seller.

Buyer agrees to sign an assignment agreement or purchase agreement directly with the current title holder prior to or at Settlement. Buyer agrees that any difference in the net purchase price between said agreement and this Agreement shall be paid to Seller at closing. Seller and Buyer agree that if there are any discrepancies between this Agreement and another between Buyer, Seller, and/or the current title holder(s), the terms of this Agreement shall prevail.

Buyer Signature	Phone #	Email	Date
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Buyer Signature	Phone #	Email	Date
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Seller Signature	Phone #	Email	Date
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Seller Signature	Phone #	Email	Date
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RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO SELLER(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 seller(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 seller(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations.

The seller(s) has actual acknowledge of the following latent defects:

Seller states and Purchaser acknowledges that Seller has never lived in the property. Purchaser should assume the home has every latent defect possible in the house, including, but not limited to, the following issues: plumbing, electrical, mold, lead based paint, room, water leakage, foundation issues, basement water leaks, zoning issues. Seller recommends Purchaser get a home inspection performed by a professional home inspector prior to writing a contract to purchase this, or any, home.



Manager

Seller

Date

Seller

Date

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and the further acknowledge that they have been informed of their rights and obligations.

Purchaser

Date

Purchaser

Date

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

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 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 purchaser/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):

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

JL

_____ (ii) 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):

_____ (i) ~~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):~~

JL

_____ (ii) Seller/Landlord has no reports or records pertaining to lead-based paint 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.

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

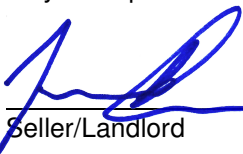
_____ (f) Purchaser/Tenant has (check one below):

_____ ~~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.

Certification of Accuracy

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



Manager

Seller/Landlord

Date

Purchaser/Tenant

Date

Seller/Landlord

Date

Purchaser/Tenant

Date

LEAD-BASED PAINT DISCLOSURE FORM

Federal Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre- 1978 housing, sellers must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Purchasers must also receive a federally approved pamphlet on lead poisoning prevention.

ADDRESS OF PROPERTY, INCLUDING UNIT NUMBER If ANY:

The District of Columbia "Lead-Hazard Prevention and Elimination Act of 2008," as amended (the "ACT"), D.C Official Code § 8-231.01 *et seq.*, requires a seller of a residential property constructed before 1978 to disclose the information contained in this Lead Disclosure Form to prospective tenants or prospective property purchasers, before any change in occupancy or contract for possession is executed. Sellers are required to disclose specific information which they know or reasonably should know about the property related to the presence of lead-based paint and/or lead-based paint hazards, and any pending actions ordered under the Act. To meet the requirements of this law, you must complete this Lead Disclosure Form.

I am the seller of above mentioned property and affirm that the following answers state what I reasonably know about my property.

CHECK ONE BOX UNDER A, B, AND C, BELOW.

A. Check one of the following 3 statements that accurately describes what you know about the presence of lead-based paint on your property:

☐ Lead-based paint is known or reasonably known to be present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and **provide access to any available record or report** about the presence of lead-based at this property):

N/A

☐ To my knowledge, lead-based paint is not known or reasonably known to be present on the interior or on the exterior of the property, including common areas, I will provide access to any record or report I have about the absence of lead-based paint at this property.

☒ While lead-based paint is not known by me to be present in the dwelling unit, it is presumed to be there, because the dwelling unit was constructed prior 1978.

B. Check one for the following 2 statements that accurately describes what you know or reasonably should know about the condition of your property:

NOTE: The following definitions must be followed to comply with District law.

DISTRICT OF COLUMBIA DEFINITION OF LEAD-BASED PAINT HAZARD: "Lead-based paint hazard" means any condition that causes exposures to lead from lead-contaminated dust, lead contaminated soil, deteriorated lead-based paint or presumed lead-based paint, or lead-based paint or presumed lead-based paint that is disturbed without containment. See D.C. Official Code § 8-231.01(22).

DEFINITION OF PRESUMED LEAD-BASED PAINT: "Presumed lead-based paint" means paint or other surface coating affixed to a component in or on a dwelling unit or child-occupied facility, constructed prior to 1978. See D.C. Official Code § 8-231.01(32).

☐ I have reason to believe a lead-based paint hazard is present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and **provide access to any available record or report** about the presence of lead-based paint hazards at this property):


☒ To my knowledge, lead-based paint hazards are not present not likely to be present on the interior or in the exterior of the property, including common areas, if applicable. I will provide access to any record or report I have about the absence of lead-based paint hazards at this property.

C. Check one of the following 2 statements that accurately described whether any government action is currently pending, with respect to your property or unit:

☒ There are currently no pending actions ordered by a District Government agency with respect to the property listed above.

☐ There are currently pending actions that have been ordered by a District Government agency with respect to this property, as follows

By my signature below, I agree that this Lead Disclosure Form states information about my property or unit listed above, which is reasonably known to me, and that I have answered the questions in this form truthfully. I also agree to comply with the Act's requirement that I provide this information to my prospective tenants, as well as to any prospective purchasers, before they are under any contract to purchase or lease a dwelling unit. I understand that falsification of any information provided or required in this document may subject me to civil or criminal penalties. D.C. Official Code § 8-231.16(b).



SELLER Manager

DATE

ACKNOWLEDGEMENT FORM

Disclosure of information on Lead-Based Paint and/or Lead-Based Paint Hazards and/or Pending Government Actions

ADDRESS OF PROPERTY, INCLUDING UNIT # IF ANY:

Prospective Purchaser's Acknowledgement

☒ I confirm that I have received a completed Lead Disclosure Form for the property address specified above, and that I received it on (insert date): _____

☒ I confirm that I have received the pamphlet, *Protect Your Family From Lead in Your Home*, and that I received it on (insert date): _____

Prospective Purchaser's Signature

Date